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### **Oneida Business Committee**

Executive Session 8:30 AM Tuesday, December 9, 2025 BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting 8:30 AM Wednesday, December 10, 2025 BC Conference Room, 2nd floor, Norbert Hill Center

### Agenda

Meeting agenda is available here: oneida-nsn.gov/government/business-committee/agendas-packets/. Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the Government Administrative Office, 1st floor, Norbert Hill Center and present a valid Tribal I.D. or go to https://goo.gl/uLp2jE. Scheduled times are subject to change.

- I. CALL TO ORDER
- II. OPENING
- III. ADOPT THE AGENDA

### IV. MINUTES

- A. Approve the November 12, 2025, regular Business Committee meeting minutes Sponsor: Lisa Liggins, Secretary
- B. Approve the November 24, 2025, special Business Committee meeting minutes Sponsor: Lisa Liggins, Secretary

### V. RESOLUTIONS

- A. Adopt resolution entitled Amending BC Resolution # 09-25-24-E-Tribal Contribution Savings Final Obligation Opportunities Boundary Signage Project CDC # 19-007 Sponsor: Melinda J. Danforth, Intergovernmental Affairs Director
- B. Adopt resolution entitled Obligation for Tribal Contribution Savings for Commerce Development Consultant Contract

Sponsor: Debra Powless, Commerce Development Director

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### VI. APPOINTMENTS

A. Determine next steps regarding four (4) vacancies - Oneida Election Board Ad Hoc Committee

Sponsor: Lisa Liggins, Secretary

#### VII. STANDING COMMITTEES

### A. FINANCE COMMITTEE

- Accept the November 13, 2025, regular Finance Committee meeting minutes
   Sponsor: Lawrence Barton, Treasurer
- 2. Accept the November 20, 2025, regular Finance Committee meeting minutes
  Sponsor: Lawrence Barton, Treasurer

### B. LEGISLATIVE OPERATING COMMITTEE

 Accept the November 5, 2025, regular Legislative Operating Committee meeting minutes

Sponsor: Jameson Wilson, Councilman

### C. ON^YOTE?A KA NI I STANDING COMMITTEE

1. Accept the August 5, 2025, regular OnAyote?a·ká ni? I Standing Committee meeting minutes

Sponsor: Taryn Webster, Chair/ On yote?a·ká ni? i Standing Committee

2. Accept the October 7 2025, regular On∧yote?a·ká ni? i Standing Committee meeting minutes

Sponsor: Taryn Webster, Chair/ On∧yote?a·ká ni? i Standing Committee

### VIII. TRAVEL REPORTS

A. Approve the travel report - Councilman Jonas Hill - Indigenous Biz Con - Milwaukee, WI - October 10-12, 2025

Sponsor: Jonas Hill, Councilman

B. Approve the travel report - Councilman Jonas Hill - American Indigenous Tourism Conference - Choctaw, MS - October 26-30, 2025

Sponsor: Jonas Hill, Councilman

C. Approve the travel report - Councilman Jonas Hill - 13th Annual Indian Law CLE - Wisconsin Dells, WI - November 5-7, 2025

Sponsor: Jonas Hill. Councilman

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D. Approve the travel report - Councilman Kirby Metoxen - Dept of Agriculture, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) - Keshena, WI - October 14-15, 2025

Sponsor: Kirby Metoxen, Councilman

#### IX. TRAVEL REQUESTS

A. Approve the travel request - Councilwoman Jennifer Webster - 20th Annual Government-to-Government Violence Against Women Tribal Consultation - Prior Lake, MN - January 20-23, 2026

Sponsor: Jennifer Webster, Councilwoman

B. Approve the travel request - Councilman Kirby Metoxen - Reservation Economic Summit (RES) - Las Vegas, NV - March 22-27, 2026

Sponsor: Kirby Metoxen, Councilman

C. Approve the travel request - Councilman Jameson Wilson - National Congress of American Indian's Executive Council Winter Session - Washington, D.C. - February 7-12, 2026

Sponsor: Jameson Wilson, Councilman

- D. Approve the travel request in accordance with § 219.16-1. Oneida Nation Veteran Affairs Committee for nine (9) members and Tribal Veteran Service Officer 81st Anniversary Iwo Jima Flag Raising Sacaton, AZ February 19-23, 2026 Sponsor: John Breuninger, Secretary/Oneida Nation Veteran Affairs Committee
- E. Enter the e-poll results into the record regarding the approved travel request for Councilman Kirby Metoxen to attend the Pojoaque Pueblo Feast Day Pojoaque, N.M. December 11-14, 2025

Sponsor: Lisa Liggins, Secretary

### X. NEW BUSINESS

A. Approve the Oneida Trust Enrollment Committee Bylaws

Sponsor: Jeremaine Delegado, Chair/Oneida Trust Enrollment Committee

B. Accept the Oneida Gaming Facilities Inspection report

Sponsor: Mark W. Powless, CEO-Nation Services

C. Accept the memorandum regarding the withholding of pay for Councilman Marlon Skenandore

Sponsor: Lisa Summers, Director of Government Administration

D. Review and approve the National Electric Vehicle Infrastructure (NEVI) Program Grant Agreement

Sponsor: Mark W. Powless, CEO-Nation Services

E. Accept the status update report regarding veteran gravestones

Sponsor: Mark W. Powless, CEO-Nation Services

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### F. Community Concern - Anna John Resident Care Center declinations

Sponsor: Pearl Webster, Tribal Member

### XI. REPORTS

### A. TRIBALLY CHARTERED ENTITIES (11:30 a.m.)

- Accept the Bay Bancorporation, Inc. FY-2025 4th quarter report Sponsor: Jeff Bowman, Chair/Bay Bank
- 2. Accept the Oneida ESC Group, LLC FY-2025 4th quarter report
  Sponsor: John Breuninger, Chair/Oneida ESC Group Board of Managers
- 3. Accept the Oneida Golf Enterprise FY-2025 4th quarter report Sponsor: Justin Nishimoto, Agent/Oneida Golf Enterprise
- 4. Accept the Oneida Youth Leadership Institute FY-2025 4th quarter report Sponsor: Marlon Skenandore, Councilman

### XII. GENERAL TRIBAL COUNCIL

### A. PETITIONER KIMBERLY SCHULTZ - PETITION # 2025-03

1. Accept the statement of effect status update regarding petition # 2025-03 (not submitted)

Sponsor: Jameson Wilson, Councilman

- 2. Accept the legal review status update regarding petition # 2025-03 Sponsor: Jo Anne House, Chief Counsel
- 3. Accept the fiscal impact statement status update regarding petition # 2025-03
  Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer
- B. Accept the memorandum regarding the Cornerstone Facility Use for General Tribal Council meetings

Sponsor: Lisa Summers, Director of Government Administration

### XIII. EXECUTIVE SESSION

### A. REPORTS

- Accept the CEO-Nation Services report (1:30 p.m.)
   Sponsor: Mark W. Powless, CEO-Nation Services
- Accept the Executive HR Director FY-2025 4th quarter report (2:00 p.m.)
   Sponsor: Laura Laitinen-Warren, Executive HR Director

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3. Accept the Bay Bancorporation, Inc. FY-2025 4th quarter executive report (2:30 p.m.)

Sponsor: Jeff Bowman, President/Bay Bank

4. Accept the Oneida ESC Group, LLC FY-2025 4th quarter executive report (2:30 p.m.)

Sponsor: John Breuninger, Chair/Oneida ESC Group Board of Managers

5. Accept the Oneida Golf Enterprise FY-2025 4th quarter executive report (2:30 p.m.)

Sponsor: Justin Nishimoto, Agent/Oneida Golf Enterprise

6. Accept the Oneida Youth Leadership Institute FY-2025 4th quarter executive report (2:30 p.m.)

Sponsor: Marlon Skenandore, Councilman

7. Accept the analyses of the FY-2025 4th quarter executive report for the Tribally Chartered Entities

Sponsor: Justin Nishimoto, Economic Strategy Coordinator

8. Accept the Chief Counsel report

Sponsor: Jo Anne House, Chief Counsel

9. Accept the Treasurer's October 2025 report

Sponsor: Lawrence Barton, Treasurer

### B. AUDIT COMMITTEE

1. Accept the October 14, 2025, regular Audit Committee meeting minutes Sponsor: Lisa Liggins, Secretary

2. Accept the Cage Vault Kiosk compliance audit and lift the confidentiality requirement

Sponsor: Lisa Liggins, Secretary

### C. NEW BUSINESS

1. Discuss Home Inspection of Properties

Sponsor: Lawrence Barton, Treasurer

2. Discuss and determine next steps regarding choosing an alternative representative for the Council on Offender Reentry program

Sponsor: Fawn Billie, Oneida Business Committee Executive Assistant

3. Review applications for four (4) vacancies - Oneida Election Board - Ad Hoc Committee

Sponsor: Lisa Liggins, Secretary

4. Accept the status update regarding Binya Capital LLC

Sponsor: Debra Powless, Commerce Development Director

5. Accept the Oneida Retail Enterprise Business Plan

Sponsor: James Petitjean, CEO-Retail

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6. Approve attorney contract - Oneida Law Office - file # 2019-1404
Sponsor: Jo Anne House, Chief Counsel

7. Enter the e-poll results into the record regarding the approved Authorization of the Chairman's signature on a letter to the Wisconsin Attorney General, Josh Kaul requesting him to consider investigating Fantasy Sports & Prediction Markets

Sponsor: Lisa Liggins, Secretary

### XIV. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov pursuant to the Open Records and Open Meetings law (§ 107.14.)

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

For information about this meeting, please call the Government Administrative Office at (920) 869-4364 or (800) 236-2214

## **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information: Session:   ○ Open	Executive – must qualify  Justification: DRAFT ma	•
3.	Supporting Documents:  Bylaws Contract Document(s) Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Describe	☐ Fiscal Impact Statement ☐ Law ☐ Legal Review ☐ Minutes ☐ MOU/MOA ☐ Petition	Presentation Report Resolution Rule (adoption packet) Statement of Effect Travel Documents
<ol> <li>4.</li> <li>5.</li> </ol>	Budget Information:  Budgeted  Not Applicable  Submission:	☐ Budgeted – Grant Funded ☐ Other: Describe	
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:		
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	



### Oneida Business Committee

Regular Meeting 8:30 AM Wednesday, November 12, 2025 BC Conference Room, 2nd floor, Norbert Hill Center

#### **Minutes**

**REGULAR MEETING** 

Present: Chairman Tehassi Hill, Secretary Lisa Liggins, Council members: Kirby Metoxen, Jennifer

Webster, Jameson Wilson;

Not Present: Councilman Marlon Skenandore;

Arrived at: Treasurer Lawrence Barton at 8:34 a.m., Councilman Jonas Hill at 8:33 a.m.;

Others present: Jo A. House, RaLinda Ninham-Lamberies, Mark W. Powless, Louise Cornelius (via Microsoft Teams<sup>1</sup>), Kaylynn Biely (via Microsoft Teams), Laura Laitinen-Warren (via Microsoft Teams), James Petitiean (via Microsoft Teams), Justin Nishimoto (via Microsoft Teams), Lisa Summers (via Microsoft Teams), Loucinda Conway (via Microsoft Teams), Danelle Wilson (via Microsoft Teams), Melinda J. Danforth (via Microsoft Teams), Kristal Hill (via Microsoft Teams), Rhiannon Metoxen (via Microsoft Teams), Janice Decorah (via Microsoft Teams), David Jordan (via Microsoft Teams), Fawn Cottrell (via Microsoft Teams), Fawn Billie (via Microsoft Teams), Ashley Blaker (via Microsoft Teams), Melissa Alvarado (via Microsoft Teams), Rae Skenandore (via Microsoft Teams), Mary Graves (via Microsoft Teams), Tavia James-Charles (via Microsoft Teams), James Bittorf (via Microsoft Teams), Grace Elliot (via Microsoft Teams), Carolyn Salutz (via Microsoft Teams), Tana Aguirre (via Microsoft Teams), Stephanie J. Metoxen (via Microsoft Teams), Lynn Metoxen (via Microsoft Teams), Victoria Flowers (via Microsoft Teams), Crystal V. Metoxen (via Microsoft Teams), Shannon Hill (via Microsoft Teams), Lori Hill (via Microsoft Teams), Marsha Danforth (via Microsoft Teams), Katsitsiyo Danforth (via Microsoft Teams), Eric Boulanger (via Microsoft Teams), Brandon Yellowbird-Stevens (via Microsoft Teams), Michael Troge (via Microsoft Teams), Melissa Nuthals (via Microsoft Teams), Michelle Danforth-Anderson (via Microsoft Teams), Debbie Melchert (via Microsoft Teams), Patricia M. King (via Microsoft Teams), Nicolas Reynolds (via Microsoft Teams), Brooke Doxtator (via Microsoft Teams), Shannon Davis (via Microsoft Teams), Amber Vankirk (via Microsoft Teams), Amber Martinez (via Microsoft Teams), Taryn E. Webster (via Microsoft Teams), Lisa Duff (via Microsoft Teams), Kristine Hill (via Microsoft Teams), Fred Muscavitch, Jason Widi, Ronald Widi, Kendall Widi, Kelli Skenandore, John Breuninger, Lisa Rauschenbach, Ben Van Dyke, Mike Amundson, John Danforth, Lorleen John, Bill Sauer, Bonnie Pigman (via Microsoft Teams);

### I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:31 a.m.

For the record: Councilman Marlon Skenandore is unexcused.

### II. OPENING (00:00:07)

Opening provided by Councilman Kirby Metoxen

Item III. was addressed next.

<sup>1</sup> Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings.

### A. Special recognition of Ronald John Widi (00:12:14)

Sponsor: Jonas Hill, Councilman

Councilman Jonas Hill recognized fourteen year old tribal member, Ronald John Widi, from troupe # 1039 of West De Pere who earned the rank of Eagle Scout, the highest honor in Scouting America.

Item IV.A. was addressed next.

Treasurer Lawrence Barton arrived 8:34 a.m.

### III. ADOPT THE AGENDA (00:00:31)

Motion by Lisa Liggins to adopt the agenda with two (2) changes [1) under the Resolutions section, add item entitled Adopt resolution entitled to Oneida Nation to establish membership in the Great Lakes Intertribal Food Coalition; and 2) under the General Tribal Council section, add item entitled Accept the Business Committee compensation and credentials wage proposal], seconded by Jameson Wilson. Motion carried:

Ayes: Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson

Wilson

Not Present: Lawrence Barton, Marlon Skenandore

Item X.A.1. was addressed next.

Motion by Lisa Liggins to add one (1) item to the agenda [under the New Business section, add item entitled Accept the memorandum regarding the withholding of pay for Councilman Marlon Skenadore], seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

Item XII.A.1. was addressed next.

### IV. MINUTES

# A. Approve the October 22, 2025, regular Business Committee meeting minutes (00:18:31)

Sponsor: Lisa Liggins, Secretary

Motion by Lawrence Barton to approve the October 22, 2025, regular Business Committee meeting minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

### V. RESOLUTIONS

A. Adopt resolution entitled 2026 Pre-Disaster Flood Resilience Grant Application (00:18:47)

Sponsor: Mark W. Powless, CEO-Nation Services

Motion by Jennifer Webster to adopt resolution # 11-12-25-A 2026 Pre-Disaster Flood Resilience Grant Application, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

B. Adopt resolution entitled Authorization to Execute the Oneida Nation State Small Business Credit Initiative (SSBCI) Loan Service Agreement (00:19:15)

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Lawrence Barton to adopt resolution # 11-12-25-B Authorization to Execute the Oneida Nation State Small Business Credit Initiative (SSBCI) Loan Service Agreement, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

C. Adopt resolution entitled Oneida Nation Retention of the Final Determination on the State Small Business Credit Initiative (SSBCI) Loan Applications and the Internal Delegation Thereof to the Office of Finance (00:24:57)

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Lawrence Barton to adopt resolution # 11-12-25-C Oneida Nation Retention of the Final Determination on the State Small Business Credit Initiative (SSBCI) Loan Applications and the Internal Delegation Thereof to the Office of Finance, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

D. Adopt resolution entitled CY 2026 County Tribal Law Enforcement Grant Application – Brown County (00:25:28)

Sponsor: Mark W. Powless, CEO-Nation Services

Motion by Lisa Liggins to adopt resolution # 11-12-25-D CY 2026 County Tribal Law Enforcement Grant Application – Brown County, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

E. Adopt resolution entitled CY 2026 County Tribal Law Enforcement Grant Application – Outagamie County (00:25:48)

Sponsor: Mark W. Powless, CEO-Nation Services

Motion by Lisa Liggins to adopt resolution # 11-12-25-E CY 2026 County Tribal Law Enforcement Grant Application – Outagamie County, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

F. Adopt resolution entitled Oneida Nation to establish membership in the Great Lakes Intertribal Food Coalition (00:26:10)

Sponsor: Jonas Hill, Councilman

Motion by Lawrence Barton to adopt resolution # 11-12-25-F Oneida Nation to establish membership in the Great Lakes Intertribal Food Coalition, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

### VI. STANDING COMMITTEES

#### A. FINANCE COMMITTEE

1. Accept the October 9, 2025, regular Finance Committee meeting minutes (00:27:04)

Sponsor: Lawrence Barton, Treasurer

Motion by Jonas Hill to accept the October 9, 2025, regular Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

2. Accept the October 23, 2025, regular Finance Committee meeting minutes (00:27:24)

Sponsor: Lawrence Barton, Treasurer

Motion by Jennifer Webster to accept the October 23, 2025, regular Finance Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

### B. LEGISLATIVE OPERATING COMMITTEE

1. Accept the October 1, 2025, regular Legislative Operating Committee meeting minutes (00:27:43)

Sponsor: Jameson Wilson, Councilman

Motion by Jonas Hill to accept the October 1, 2025, regular Legislative Operating Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

2. Accept the October 15, 2025, regular Legislative Operating Committee meeting minutes (00:28:04)

Sponsor: Jameson Wilson, Councilman

Motion by Jennifer Webster to accept the October 15, 2025, regular Legislative Operating Committee meeting minutes, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

### VII. TRAVEL REPORTS

A. Approve the travel report - Councilwoman Jennifer Webster - 20th Annual Violence Against Women Tribal Consultations - Prior Lake, MN - October 27-30, 2025 (00:28:23)

Sponsor: Jennifer Webster, Councilwoman

Motion by Jonas Hill to approve the travel report from Councilwoman Jennifer Webster for the 20th Annual Violence Against Women Tribal Consultations in Prior Lake, MN on October 27-30, 2025, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

For the record: Councilwoman Jennifer Webster stated this consultation was cancelled due to the government shutdown so I did not attend; however, it has been rescheduled for January and I will resubmit. Thank you.

B. Approve the travel report - Councilman Kirby Metoxen - 2026 American Indigenous Tourism Conference (AIANTA) - Choctaw, MS - October 26-31, 2025 (00:29:04)

Sponsor: Kirby Metoxen, Councilman

Motion by Jonas Hill to approve the travel report from Councilman Kirby Metoxen for the 2026 American Indigenous Tourism Conference (AIANTA) in Choctaw, MS on October 26-31, 2025, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Jennifer Webster, Jameson

Wilson

Abstained: Kirby Metoxen
Not Present: Marlon Skenandore

### VIII. TRAVEL REQUESTS

A. Approve the travel request -Treasurer Lawrence Barton - 2026 Tribal Self-Governance Conference - Chandler, AZ - April 6-10, 2026 (00:30:39)

Sponsor: Lawrence Barton, Treasurer

Motion by Jonas Hill to approve the travel request from Treasurer Lawrence Barton and two (2) additional Business Committee members to attend the 2026 Tribal Self-Governance Conference in Chandler, AZ on April 6-10, 2026, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

B. Approve the travel request - Councilman Kirby Metoxen - Great Lakes Inter-Tribal Council Meeting (GLITC) - Bad River, WI - December 2-5, 2025 (00:31:32)

Sponsor: Kirby Metoxen, Councilman

Motion by Jennifer Webster to approve the travel request from Councilman Kirby Metoxen to attend the Great Lakes Inter-Tribal Council Meeting (GLITC) in Bad River, WI on December 2-5, 2025, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

C. Enter the e-poll results into the record regarding the approved travel request for Councilwoman Jennifer Webster - 2nd Annual Housing and Economic Development Conference (WIHEDC) - Lac Du Flambeau, WI - November 4-7, 2025 (00:33:07)

Sponsor: Lisa Liggins, Secretary

Motion by Jameson Wilson to enter the e-poll results into the record regarding the approved travel request for Councilwoman Jennifer Webster to attend the 2nd Annual Housing and Economic Development Conference (WIHEDC) in Lac Du Flambeau, WI on November 4-7, 2025, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

### IX. NEW BUSINESS

A. Accept the Budget Contingency Plan update (00:33:27)

Sponsor: RaLinda Ninham-Lamberies. Chief Financial Officer

Motion by Lisa Liggins to accept the Budget Contingency Plan update, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

Item X.D.1. was addressed next.

# B. Accept the memo regarding withholding pay for Councilman Marlon Skenandore (01:04:50)

Sponsor: Lisa Summers, Director of Government Administration

Motion by Lisa Liggins to accept the memo regarding withholding pay for Councilman Marlon Skenandore as information, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

For the record: Secretary Lisa Liggins stated as noted in the memorandum included in the add-on request, Councilman Skenandore has continued his unexcused absence which began on Monday, October 13, 2025, through today. As an elected official, in accordance with our oaths of office, it's our responsibility to act, in the best interest of our tribal members and the Nation. The Oneida Business Committee has taken action to uphold our responsibilities by adopting BC resolution # 10-22-25-B which withholds pay when Councilman Skenandore is unexcused.

I think everyone can understand situations arise in our lives where we need time to get back on track; however, in this situation, there has been complete non-communication since October 13<sup>th</sup>, nor attempted contact between Councilman Skenandore and his colleagues. I encourage Councilman Skenandore to take care of his responsibilities in both his personal life and his oath to the community and the Oneida Nation. Thank you.

Item XI.B.1. was re-addressed next.

### X. REPORTS

### A. APPOINTED BOARDS, COMMITTEES, COMMISSIONS

1. Accept the Anna John Resident Centered Care Community Board FY-2025 4th quarter report (00:03:03)

Sponsor: Lynn Metoxen, Chair/Anna John Resident Centered Care Community Board

Motion by Lisa Liggins to accept the Anna John Resident Centered Care Community Board FY-2025 4th quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

2. Accept the Oneida Community Library Board FY-2025 4th quarter report (00:03:28)

Sponsor: Stephanie Metoxen, Chair/Oneida Community Library Board

Motion by Jennifer Webster to accept the Oneida Community Library Board FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

3. Accept the Oneida Environmental Resource Board FY-2025 4th quarter memorandum (00:04:07)

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to accept the Oneida Environmental Resource Board FY-2025 4th quarter memorandum, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

4. Accept the Oneida Nation Arts Board FY-2025 4th quarter report (00:04:24)

Sponsor: Harmony Hill, Chair/Oneida Nation Arts Board

Motion by Jennifer Webster to accept the Oneida Nation Arts Board FY-2025 4th quarter report, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

5. Accept the Oneida Nation Veteran Affairs Committee FY-2025 4th quarter report (00:04:43)

Sponsor: John Breuninger, Secretary/Oneida Nation Veteran Affairs Committee

Motion by Lisa Liggins to accept the Oneida Nation Veteran Affairs Committee FY-2025 4th quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

6. Accept the Oneida Personnel Commission FY-2025 4th quarter memorandum (00:05:00)

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to accept the Oneida Personnel Commission FY-2025 4th quarter memorandum, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

7. Accept the Oneida Public Safety and Security Commission FY-2025 4th quarter report (00:05:18)

Sponsor: Richard VanBoxtel, Chair/Oneida Public Safety and Security Commission

Motion by Jennifer Webster to accept the Oneida Public Safety and Security Commission FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

8. Accept the Pardon and Forgiveness Screening Committee FY-2025 4th quarter report (00:05:38)

Sponsor: Eric Boulanger, Chair/Pardon and Forgiveness Screening Committee

Motion by Lisa Liggins to accept the Pardon and Forgiveness Screening Committee FY-2025 4th quarter report, seconded by Jennifer Webster. Motion carried:

> Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer Ayes:

> > Webster, Jameson Wilson

Not Present: Marlon Skenandore

9. Accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2025 4th quarter report (00:05:57)

Sponsor: Diane Hill, Chair/Southeastern Wisconsin Oneida Tribal Services Advisory

Board

Motion by Jennifer Webster to accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

> Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer Ayes:

Webster, Jameson Wilson

Marlon Skenandore Not Present:

#### **ELECTED BOARDS, COMMITTEES, COMMISSIONS** B.

1. Accept the Oneida Election Board FY-2025 4th quarter report (00:06:17)

Sponsor: Vicki Cornelius, Chair/Oneida Election Board

Motion by Jennifer Webster to accept the Oneida Election Board FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

> Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

> > Webster, Jameson Wilson

Not Present: Marlon Skenandore

2. Accept the Oneida Gaming Commission FY-2025 4th quarter report (00:06:53)

Sponsor: Mark A. Powless Sr., Chair/Oneida Gaming Commission

Motion by Jennifer Webster to accept the Oneida Gaming Commission FY-2025 4th quarter report, seconded by Lawrence Barton. Motion carried:

> Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer Ayes:

Webster, Jameson Wilson

Not Present: Marlon Skenandore

3. Accept the Oneida Land Claims Commission FY-2025 4th quarter report

Sponsor: Chris Cornelius, Chair/Oneida Land Claims Commission

Motion by Lisa Liggins to accept the Oneida Land Claims Commission FY-2025 4th quarter report, seconded by Jameson Wilson. Motion carried:

> Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer Ayes:

> > Webster, Jameson Wilson

Marlon Skenandore Not Present:

4. Accept the Oneida Land Commission FY-2025 4th quarter report (00:07:33)

Sponsor: Sidney White, Chair/Oneida Land Commission

Motion by Jennifer Webster to accept the Oneida Land Commission FY-2025 4th quarter report, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

5. Accept the Oneida Nation Commission on Aging FY-2025 4th quarter report (00:07:51)

Sponsor: Winnifred Thomas, Chair/Oneida Nation Commission on Aging

Motion by Jennifer Webster to accept the Oneida Nation Commission on Aging FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

6. Accept the Oneida Nation School Board FY-2025 4th quarter report (00:08:13)

Sponsor: Joseph Torres, Chair/Oneida Nation School Board

Motion by Jennifer Webster to accept the Oneida Nation School Board FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

7. Accept the Oneida Trust Enrollment Committee FY-2025 4th quarter report (00:09:44)

Sponsor: Jermaine Delgado, Chair/Oneida Trust Enrollment Committee

Motion by Jennifer Webster to accept the Oneida Trust Enrollment Committee FY-2025 4th quarter report, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

#### C. OPERATIONAL

Councilman Jonas Hill left 8:42 a.m.

1. Accept the Emergency Management FY-2025 4th quarter report (00:10:03)

Sponsor: Kaylynn Biely, Emergency Management Director

Motion by Lisa Liggins to accept the Emergency Management FY-2025 4th quarter report, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Lisa Liggins, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Jonas Hill, Marlon Skenandore

Motion by Lisa Liggins to send the discussion regarding the directive for Direct Reports to the Business Committee to complete the necessary training by the end of December 2025 to the December 3, 2025, Business Officers session, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Lisa Liggins, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Jonas Hill, Marlon Skenandore

Councilman Jonas Hill returned 8:43 a.m.

Item II.A. was addressed next.

#### D. STANDING COMMITTEES

1. Accept the Finance Committee FY-2025 4th quarter report (00:37:41)

Sponsor: Lawrence Barton, Treasurer

Motion by Jennifer Webster to accept the Finance Committee FY-2025 4th quarter report, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

2. Accept the Legislative Operating Committee FY-2025 4th quarter report

(00:38:05)

Sponsor: Jameson Wilson, Councilman

Motion by Jennifer Webster to accept the Legislative Operating Committee FY-2025 4th quarter report, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

3. Accept the On?yote?a-ká ni?i Project Plan Workgroup Standing Committee FY-2025 4th guarter report (00:38:26)

Sponsor: Taryn Webster, Chair/On?yote?a ká ni?i Project Plan Workgroup

**Standing Committee** 

Motion by Lisa Liggins to accept the On?yote?a·ká ni?i Project Plan Workgroup Standing Committee FY-2025 4th quarter report, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

### XI. GENERAL TRIBAL COUNCIL

A. Review the draft annual General Tribal Council meeting DRAFT agenda and schedule a special Business Committee meeting to Approve the notice and materials (00:38:48)

Sponsor: Lisa Summers, Director of Government Administration

Motion by Kirby Metoxen to schedule a special Business Committee meeting on November 24, 2025, at 8:15 a.m. to approve the annual General Tribal Council notice and materials, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

Item IX.B. was addressed next.

### B. PETITIONER KIMBERLY SCHULTZ - petition # 2025-03

1. Approve three (3) requested actions regarding petition # 2025-03 (01:07:58) Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to acknowledge receipt of the petition # 2025-03 from Kimberly Schultz regarding a General Welfare Assistance payment to the membership; to direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement, and statement of effect to be submitted no later than January 6, 2026 for the January 14, 2026, regular Business Committee meeting agenda; and to schedule a special General Tribal Council meeting on Monday, February 23, 2026, at 6:00 p.m. to address petition # 2025-03, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

Item IX.C. was addressed next.

Motion by Lisa Liggins to schedule a special General Tribal Council meeting on Monday, March 9, 2026, at 6:00 p.m. to address petition # 2025-03, noting the prior date is no longer available, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

Item XII.A.1 was addressed next.

C. Accept the Business Committee compensation and credentials wage proposal (01:01:12)

Sponsor: Laura Laitinen-Warren, Executive HR Director

Motion by Lisa Liggins to accept the Business Committee compensation and credentials wage proposal as information, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

### XII. EXECUTIVE SESSION (01:03:17)

Motion by Jonas Hill to go into executive session at 9:35 a.m., seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

For the record: The Oneida Business Committee, by consensus, recessed for lunch from 12:05 p.m. to 1:30 p.m.

Motion by Jameson Wilson to come out of executive session at 3:28 p.m., seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

Roll call for the record:

Present: Chairman Tehassi Hill; Secretary Lisa Liggins; Councilman Kirby Metoxen;

Councilwoman Jennifer Webster; Councilman Jameson Wilson;

Not Present: Treasurer Lawrence Barton: Councilman Jonas Hill: Councilman Marlon Skenandore;

Item III. was re-addressed next

#### A. REPORTS

1. Accept the CEO-Nation Services report (01:09:20)

Sponsor: Mark W. Powless, CEO-Nation Services

Motion by Jennifer Webster to accept the CEO-Nation Services report and request the Chief Financial Officer identify the funding for December, January and February for Head Start in the event the next federal fiscal year programming grants are not approved prior to the end of December and present to the Oneida Business Committee as soon as possible, seconded by Jameson Wilson. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

2. Accept the Intergovernmental Affairs and Self-Governance November 2025 report (01:10:41)

Sponsor: Melinda J. Danforth, Intergovernmental Affairs Director

Motion by Jennifer Webster to accept the Intergovernmental Affairs and Self-Governance November 2025 report, seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

3. Accept the CEO-Retail FY-2025 4th quarter report (01:10:59)

Sponsor: James Petitjean, CEO-Retail

Motion by Lisa Liggins to accept the CEO-Retail FY-2025 4th quarter report, seconded by Jameson Wilson. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### 4. Accept the Executive HR Director FY-2025 4th quarter report (01:11:29)

Sponsor: Laura Laitinen-Warren, Executive HR Director

Motion by Jennifer Webster to defer the Executive HR Director FY-2025 4th quarter report to the December 10, 2025, regular Business Committee meeting, seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### 5. Accept the Gaming General Manager FY-2025 4th quarter report (01:11:50)

Sponsor: Louise Cornelius, Gaming General Manager

Motion by Lisa Liggins to accept the Gaming General Manager FY-2025 4th quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### 6. Accept the Chief Counsel report (01:12:02)

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Liggins to accept the Chief Counsel report; to authorize a representative of the Nation to sign the Tribal Participation Form; and to authorize the Oneida Law Office to submit the executed Tribal Participation Form to the National Consortium attorneys, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### 7. Accept the Treasurer's September 2025 report (01:12:23)

Sponsor: Lawrence Barton, Treasurer

Motion by Jennifer Webster to accept the Treasurer's September 2025 report, seconded by Jameson Wilson. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### B. AUDIT COMMITTEE

### 1. Accept the Audit Committee FY-2025 4th quarter report (01:12:35)

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to accept the Audit Committee FY-2025 4th quarter report, seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

#### C. NEW BUSINESS

1. Deliberations regarding pardon application - Alyssa E. Rivera Diaz (01:12:51)
Sponsor: Eric Boulanger, Chair/Pardon and Forgiveness Screening Committee

Motion by Lisa Liggins to accept the recommendation of the Pardon and Forgiveness Screening Committee and adopt resolution # 11-12-25-G Regarding Pardon of Alyssa E. Rivera Diaz and move the resolution to open session, seconded by Jennifer Webster. Motion carried:

Aves: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

2. Approve attorney contract - Oneida Gaming Commission - file # 2025-1048 (01:13:39)

Sponsor: Mark A. Powless Sr., Chair/Oneida Gaming Commission

Motion by Lisa Liggins to approve attorney contract - Oneida Gaming Commission - file # 2025-1048, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

3. Accept the October 6, 2025, Business Committee Officer session notes (01:13:53)

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to accept the October 6, 2025, Business Committee Officer session notes, seconded by Jameson Wilson. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

4. Approve a limited waiver of sovereign immunity - Altria Group Distribution Company (AGDC) - file # 2025-1203 (01:14:07)

Sponsor: James Petitjean, CEO-Retail

Motion by Lisa Liggins to approve a limited waiver of sovereign immunity - Altria Group Distribution Company (AGDC) - file # 2025-1203 – with contract subject to further review by Retail, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

5. Approve the Oneida Retail Enterprise Short-Term Employee Incentive Plan (01:14:25)

Sponsor: James Petitjean, CEO-Retail

Motion by Jennifer Webster to accept the discussion regarding the Oneida Retail Enterprise Short-Term Employee Incentive Plan as information; to defer the topic back to the CEO-Retail to work with Finance and the Executive HR Director for additional work; and to direct the Executive HR Director to bring a status update to the January 14, 2026, regular Business Committee meeting on the development of a Tribal wide employee recognition program consistent with the diverse nature of the workforce needs and it's implementation for FY-2027, seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

6. Accept the presentation and findings regarding the Blue Stone Strategy (01:15:10)

Sponsor: Justin Nishimoto, Economic Strategy Coordinator

Motion by Lisa Liggins to accept the presentation and findings regarding the Blue Stone Strategy and direct the Secretary to schedule a special Business Committee work session in December 2025 for the purpose of having an additional review and discussion of the findings to be led by the Economic Strategy Coordinator, seconded by Jennifer Webster. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

7. Discuss the Woven Energy Proposal and determine next steps (01:15:36)

Sponsor: Mark W. Powless, CEO-Nation Services

Motion by Jennifer Webster to accept the discussion on the Woven Energy Proposal as information, seconded by Jameson Wilson. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

### XIII. ADJOURN (01:16:08)

Motion by Jameson Wilson to adjourn at 3:41 p.m., seconded by Lisa Liggins. Motion carried:

Ayes: Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

Not Present: Lawrence Barton, Jonas Hill, Marlon Skenandore

Minutes prepared by Bonnie Pigman, Information Management Specialist. Minutes approved as presented on \_\_\_\_\_.

Lisa Liggins, Secretary
ONEIDA BUSINESS COMMITTEE

## **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information: Session:   ○ Open	Executive – must qualify  Justification: DRAFT ma	•
3.	Supporting Documents:  Bylaws Contract Document(s) Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Describe	☐ Fiscal Impact Statement ☐ Law ☐ Legal Review ☐ Minutes ☐ MOU/MOA ☐ Petition	Presentation Report Resolution Rule (adoption packet) Statement of Effect Travel Documents
<ol> <li>4.</li> <li>5.</li> </ol>	Budget Information:  Budgeted  Not Applicable  Submission:	☐ Budgeted – Grant Funded ☐ Other: Describe	
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:		
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	



### Oneida Business Committee

Special Meeting 8:15 AM Monday, November 24, 2025 BC Conference Room, 2nd Floor, Norbert Hill Center

#### **Minutes**

SPECIAL MEETING

Present: Chairman Tehassi Hill, Treasurer Lawrence Barton, Council members: Jonas Hill, Kirby

Metoxen, Jennifer Webster, Jameson Wilson;

Not Present: Marlon Skenandore;

Arrived at: Secretary Lisa Liggins at 8:23 a.m.;

Others present: Justin Nishimoto (via Microsoft Teams<sup>1</sup>), RaLinda Ninham-Lamberies (via Microsoft Teams), Mark W. Powless (via Microsoft Teams), Lisa Summers (via Microsoft Teams), Louise Cornelius (via Microsoft Teams), Laura Laitinen-Warren (via Microsoft Teams), Kaylynn Biely (via Microsoft Teams), Loucinda Conway (via Microsoft Teams), James Petitjean (via Microsoft Teams), Danelle Wilson (via Microsoft Teams), Rhiannon Metoxen (via Microsoft Teams), Fawn Billie (via Microsoft Teams), Fawn Cottrell (via Microsoft Teams), David Jordan (via Microsoft Teams), Kristal Hill (via Microsoft Teams), Tavia James-Charles (via Microsoft Teams), Lori Hill (via Microsoft Teams), Lisa Duff (via Microsoft Teams); Patricia King (via Microsoft Teams), Mary Graves, Bonnie Pigman (via Microsoft Teams);

### I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:22 a.m.

For the record: Councilman Marlon Skenandore is unexcused.

### II. OPENING (00:00:09)

Secretary Lisa Liggins arrived at 8:23 a.m.

Opening provided by Councilman Kirby Metoxen.

### III. ADOPT THE AGENDA (00:00:34)

Motion by Lawrence Barton to adopt the agenda as presented, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

<sup>&</sup>lt;sup>1</sup> Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings.

### IV. GENERAL TRIBAL COUNCIL

A. Approve the notice and materials for the January 5, 2026, tentatively scheduled annual General Tribal Council meeting (00:01:37)

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to approve the notice and materials for the January 5, 2026, tentatively scheduled annual General Tribal Council meeting, seconded by Jameson Wilson. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore

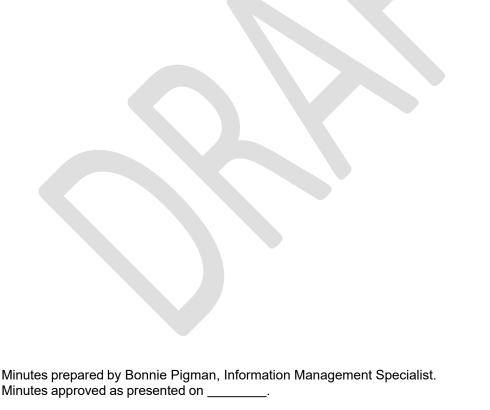
### V. ADJOURN (00:22:13)

Motion by Lawrence Barton to adjourn at 8:44 a.m., seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Jennifer

Webster, Jameson Wilson

Not Present: Marlon Skenandore



Lisa Liggins, Secretary
ONEIDA BUSINESS COMMITTEE

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Adopt resolution entitled Amending BC Resolution # 09-25-24-E-Tribal Contribution Savings – Final...

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR  Adopt Resolution to extend project timelines for CDC #19-007
4.	Areas potentially impacted or affected by this request:  ☐ Finance ☐ Programs/Services ☐ Law Office ☐ DTS ☐ Gaming/Retail ☐ Boards, Committees, or Commissions ☐ Other: Project Manager – Paul Truttman
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

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6.	<b>Supporting Documents:</b>							
	Bylaws	Fiscal Impact Statement	Presentation					
	Contract Document(s)	Law	Report					
		Legal Review	Resolution					
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)					
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect					
	E-poll results/back-up	Petition	Travel Documents					
	Other: Describe							
7.	Budget Information:							
	Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded					
	Unbudgeted							
	Other: Describe							
8.	Submission:							
	Authorized Sponsor:	Melinda J. Danforth, Intergove	rnmental Affairs Director					
	Primary Requestor:	(Name, Title/Entity)						

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#### **MEMORANDUM**

TO: Oneida Business Committee

FROM: Melinda J. Danforth, Director *mjd* 

**Intergovernmental Affairs** 

DATE: December 10, 2025

SUBJECT: Request to Amend BC Resolution #09-25-24-E, CDC #19-007 Boundary Signage

Respectfully requesting an amendment to BC Resolution #09-25-24-E to extend the project completion deadline for Boundary Signage project, CDC #19-007 to September 30, 2026.

The team has worked diligently to plan, design, and install three of the six boundary signs funded by Tribal Contribution Savings. We've ran in to delays with local governments and state agencies and worked through right-of-way and permitting issues. This past week, we've secured all necessary approvals to move forward with the signs.

Currently, we are awaiting an approval to increase the purchase order, and once that is complete, the signs will enter the production phase and be installed this Spring/Summer, or when the weather permits. Below is an outline of the signage status.

### **#19-007 BOUNDARY SIGNAGE - TIMELINE**

							20	25											20	)26					
	LOCATION	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
LOC-1	Lucky U Site	D	D	D	C	c	F																		f
LOC-2	West Mason Site	D	D	D	c				¢	F															
LOC-3	Packerland & Orlando Site	D	D	D	c				c	F															
LOC-4	HWY55-54 Seymour									D	D	D		Ī	Ċ										
LOC-5	Hazelwood & Wood Lane									D	D	D			С										
					-									÷			H	4			H	4			H
	Desig Constructio													_											

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

1 2 3	Ameno	BC Resolution # <u>Leave this line blank</u> ling BC Resolution # 09-25-24-E-Tribal Contribution Savings – Final Obligation Opportunities Boundary Signage Project CDC # 19-007
5 5 6	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
7 8	WHEREAS,	the Oneida General Tribal Council is the governing body of the Oneida Nation; and
9 10 11	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
12 13 14 15	WHEREAS,	the Business Committee adopted BC Resolution # 09-25-24-E that obligated \$502,900 in Tribal Contribution Savings for the Boundary Signage Project, CDC #19-007 with the project completion date of December 31, 2025; and
16 17 18	WHEREAS,	the project is near completion with two final signs that required additional time to address right of way issues that delay installation; and
19	WHEREAS,	an extension of time to complete the project is necessary; and
20 21 22		FORE BE IT RESOLVED, the Oneida Business Committee amends BC Resolution #09-25-d the project completion date to September 30, 2026.

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Adopt resolution entitled Obligation for Tribal Contribution Savings for Commerce Development Consultar

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/4/25
2.	Session:  Open
3.	Requested Motion:  Accept as information; OR  Motion to Approve Consultant Agreement
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  Law Office MIS  Gaming/Retail Boards, Committees, or Commissions  Other: Enterprise Areas
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

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υ.	Supporting Documents.						
	Bylaws	Fiscal Impact Statement	Presentation				
	Contract Document(s)	Law	Report				
	Correspondence	Legal Review	Resolution				
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)				
	Draft GTC Packet	MOU/MOA	Statement of Effect				
	E-poll results/back-up	Petition	Travel Documents				
	Other: Describe						
7.	Budget Information:						
	☐ Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded				
	Unbudgeted	Not Applicable					
	Other: Unexpended Triba	I Contribution					
8.	Submission:						
	Authorized Sponsor:	Name, Title/Entity OR Choose	from List				
	Primary Requestor:	Debra Powless, Director of Co	mmerce Development				

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TO: Oneida Business Committee

DATE: 12/4/25

FROM: Debra Powless, Commerce Director

REF: Business Committee Resolution for Binya Contract

To begin work on the development of a Commerce Structure Project:

To create a new tribal investment enterprise commerce system for the Oneida Nation of Wisconsin. This new commerce system plan will include initial review, assessment of current enterprise operations, and redesign recommendations. It will include a plan for new business acquisitions with a specific sole purpose to generate new and long-term revenue for the nation at point of maturity in a diverse investment activity. The purpose of the contract is to include an expert from the industry who possess the knowledge, experience, and successful history to assist in the development of such structure.

Collaborating with an experienced individual who possess required skills will help minimize redundant errors, and missteps to deliver a final product within the agreed upon timeline of 9 months.

This process will allow the Nation to track, collect and extrapolate data specific to Economic Development within the reservation economy and external to the reservation.

I am requesting approval by the Oneida Business Committee to move forward with this contract. The remaining Tribal Contribution Savings were identified as a viable funding source.

Respectfully,

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



#### Statement of Effect

Obligation for Tribal Contribution Savings for Commerce Development Consultant Contract

### Summary

The resolution approves the obligation of funds for two hundred and seventy-three thousand dollars (\$273,000) from Tribal Contribution Savings for the purpose of carrying out the contract for a consultant for the *Proposal to Create a Private Investment Enterprise for the Oneida Nation*.

Submitted by: Clorissa N. Leeman, Senior Staff Attorney, Legislative Reference Office Date: September 25, 2025

Analysis by the Legislative Reference Office

The Oneida Nation received federal funds through the American Rescue Plan Act of 2021 (ARPA) funds to address matters arising out of the COVID-19 pandemic. The Oneida Business Committee has approved application of ARPA funds to lost revenue and allocation of tribal funds to the ARPA Federal Rescue Funds to investments in the "Lost Revenue" line (ARPA FRF LR) in the Investment Report. The savings from the application of these funds has resulted in tribal funds being placed in the line "Tribal Contribution Savings" in the Investment Report presented in the Treasurer's Report"

The Oneida Business Committee determined that these funds should be used as set out in resolution BC-06-09-21-B, Setting Goals for Application of Funding from the American Rescue Plan Act of 2021 to Direct Support to Individuals, Families, Community and the Oneida Nation, as amended by resolution BC-06-23-21-C, Amendment #1 to the American Rescue Plan Act of 2021 Investment Allocation to Direct Membership Assistance. In resolution BC-06-09-21-B, the Oneida Business Committee identified that the primary applications for the use of ARPA FRF would be to aid members and create tangible benefits related to housing, food sovereignty, education, and culture. In addition, the Oneida Business Committee directed the ARPA FRF to be spread across a three (3) year period in eight (8) specific categories to guide expenditures to meet such primary applications in an informed and transparent manner through the approval of projects by resolution.

After the adoption of resolution BC-06-09-21-B, the Oneida Business Committee received information which indicated that there was a more immediate need to address the pandemic's twelve (12) to fifteen (15) month negative impact on the membership's access to jobs, education, healthcare, and housing. The Oneida Business Committee then adopted resolution BC-06-23-21-C, Amendment # 1 to the American Rescue Plan Act of 2021 Investment Allocation to Direct Membership Assistance, which amended resolution BC-06-09-21-B to reflect its decision, which, more specifically, was to apply the 45% Direct Membership Assistance payment of three thousand dollars (\$3,000) in the current fiscal year, with any remaining funds after the payment to be allocated in Fiscal Years 2022 and 2023. Additionally, resolution BC-06-23-21-C provided clarification on the eligibility for membership assistance general welfare exclusion payments, application period, obligation, and ability to approve projects across fiscal years; and directed that

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> the allocations be reviewed at least each fiscal year to determine whether modifications should be made. The work sheet that was attached to resolution BC-06-09-21-B was also deleted by resolution BC-06-23-21-C and replaced with the work sheet attached thereto, entitled, American Recovery Plan Act – FRF; Lost Revenue; ARPA FRF LR Investments – Updated June 23, 2021.

> The Oneida Business Committee was then presented with recommended amendments to the processes based on implementation of the June 2021 resolutions, application of ARPA FRF through the lost revenue formula, identification of direct use and Tribal Contribution Savings. The Oneida Business Committee reviewed the recommendations and determined that the recommended amendments offer clarification in the processes and provide reporting at intervals that will keep all parties informed on the status of approved projects. The Oneida Business Committee then adopted resolution BC-03-30-22-A, Updating Tribal Contribution Savings Processes and Allocations, which superseded the processes identified in Resolve #6 of resolution BC-06-09-21-B, as amended by Resolve #2 of resolution BC-06-23-21-C and adopted a new project approval process which was to be supplemented with needed Standard Operating Procedures approved by the FRF Program Office.

> Resolution BC-03-30-22-A had certain responsibilities delegated to the Strategic Planner, For the 2023-2026 term the Oneida Business Committee has removed the Strategic Planner from the approved positions for the support of the Oneida Business Committee. The Oneida Business Committee has identified a need to amend the reporting process and provide the membership reporting on the status of the TC Savings projects funds. Through the adoption of resolution BC-05-22-24-A, Amending BC Resolution 03-30-22-A, Updating Tribal Contribution Savings Processes and Allocations, the Oneida Business Committee amends the reporting process identified in resolution BC 03-30-22-A to address reporting by the project owner and the Chief Financial Officer. This resolution also provides that the resolution BC-03-30-22-A updated Tribal Contributions Savings Allocation spreadsheet is the last approved Tribal Contribution Savings Allocation spreadsheet and is attached to the amended BC resolution.

> This resolution provides that the Oneida Business Committee has identified economic development as a strategic priority through the Nation Building process, and has directed the Director of Commerce Development to establish a commerce structure to support the Nation's economic development efforts, excluding gaming operations, and to ensure that its assets and liabilities are segregated from the broader Oneida Nation government. The Director of Commerce Development has determined that engaging a qualified and experienced consultant is necessary to assist in co-producing a draft structure for the Oneida Commerce Development Enterprise, the Oneida Business Committee has reviewed the proposal, and that funding for this consultant agreement should be allocated from the Tribal Contribution Savings Fund. This resolution approves the obligation of funds of two hundred and seventy-three thousand dollars (\$273,000) with the Commerce Development Director as project owner, for the purpose of carrying out the contract, Proposal to Create a Private Investment Enterprise for the Oneida Nation.

### Conclusion

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



**Public Packet** 

# **Oneida Nation**

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

1	Obligation	BC Resolution #n for Tribal Contribution Savings for Commerce Development Consultant Contract
2 3 4 5 6	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
6 7	WHEREAS,	the Oneida General Tribal Council is the governing body of the Oneida Nation; and
8 9 10	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
11 12 13 14	WHEREAS,	BC Resolution #11-10-21-E state funds from the ARPA Federal Recovery Funds designated a percentage allocation to eight areas of obligation of use and specifically 2% toward Revenue Generations of funds; and
15 16 17 18 19 20	WHEREAS,	the Oneida Business Committee has identified economic development as a strategic priority through the Nation Building process, and has directed the Director of Commerce Development to establish a commerce structure to support the Nation's economic development efforts, excluding gaming operations, and to ensure that its assets and liabilities are segregated from the broader Oneida Nation government;
21 22 23 24 25 26	WHEREAS,	the Director of Commerce Development has determined that engaging a qualified and experienced consultant is necessary to assist in co-producing a draft structure for the Oneida Commerce Development Enterprise, the Oneida Business Committee has reviewed the proposal, and that funding for this consultant agreement should be allocated from the Tribal Contribution Savings Fund;
27 28 29 30 31 32 33 34 35 36 37 38 39	WHEREAS,	the Oneida Business Committee has determined that Tribal Contribution Savings funds would be used as set out in resolution #BC-06-09-21-B, as amended by resolution #BC-06-23-21-C which designates percentage allocations to eight categories (percentages rounded) —  • Direct Membership Assistance, 45% of funds;  • Housing, 17% of funds;  • Food and Agriculture, 12% of funds;  • Education, 6% of funds;  • Culture and Language, 10% of funds;  • Revenue Generations, 2% of funds;  • Government Roles and Responsibilities, 3% of funds.  • Overall Priority – Land, Infrastructure, Sovereignty, 5% of funds; and
40 41 42	WHEREAS,	the Oneida Business Committee has closed the Tribal Contribution Savings Portal and identified that the remainder of the Tribal Contribution Savings funds will be allocated. based on project request; and

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Obligation for Tribal Contribution Savings for Commerce Development Consultant Contract

BC Resolution #

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WHEREAS, the Commerce Development Director is requesting \$273,000 from Tribal Contributions
Savings

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee approves the obligation of funds in the amount of \$273,000 with the Commerce Development Director as project owner, for purpose of carrying out contract file # 2025-1138, Proposal to Create a Private Investment Enterprise for the Oneida Nation.

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Determine next steps regarding four (4) vacancies - Oneida Election Board Ad Hoc Committee

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information:  Session:   Open	<ul><li>Executive – must qualify</li><li>Justification: DRAFT ma</li></ul>	•
3.	Supporting Documents:  Bylaws Contract Document(s) Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Describe	Fiscal Impact Statement Law Legal Review Minutes MOU/MOA Petition	<ul> <li>☐ Presentation</li> <li>☐ Report</li> <li>☐ Resolution</li> <li>☐ Rule (adoption packet)</li> <li>☐ Statement of Effect</li> <li>☐ Travel Documents</li> </ul>
<b>4. 5.</b>	☐ Budgeted  ☐ Not Applicable	☐ Budgeted – Grant Funded☐ Other: <i>Describe</i>	Unbudgeted
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:	Shannon Davis, Recording Cl	erk
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	SDAVIS	



## Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor

DATE: November 25, 2025

RE: Appointment(s) – Oneida Election Board - Ad Hoc Committee

### **Background**

Four (4) vacancies were posted for the Oneida Election Board - Ad Hoc Committee. The vacancies are to complete terms ending December 31, 2026.

The vacancies have been posted since October 2025. The latest application deadline was November 7, 2025, and two (2) application(s) were received for the following applicant(s):

- Justine Huff
- Mary King

### Select action(s) provided below:

- 1) accept the selected the applicant(s) and appoint to a term ending December 31, 2026, OR
- 2) reject the selected applicant(s) and oppose the vote\*\*; OR
- 3) request the Secretary to re-notice the vacancy(ies)

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## Accept the November 13, 2025, regular Finance Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10	0/25
2.	Session:    Open	•
3.	Requested Motion:	
	Accept as information; OR	
Ac	cept the FC Minutes for 11/13/25 & E-Poll	
4.	Areas potentially impacted or affected I	by this request:
	∑ Finance	Programs/Services
	Law Office	DTS
	Gaming/Retail	⊠ Boards, Committees, or Commissions
	Other: All areas that require FC	
	approval	
5.	Additional attendees needed for this re- Name, Title/Entity OR Choose from List	quest:
	Name, Title/Entity OR Choose from List	
	Name, Title/Entity OR Choose from List	
	Name, Title/Entity OR Choose from List	

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	oution Budgeted – Gran	nt Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Larry Barton, Treasurer	
		Ashley Blaker, Office Manager	

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### INTERNAL MEMORANDUM

**TO:** FINANCE COMMITTEE

FROM: ASHLEY BLAKER, OFFICE MANAGER

**SUBJECT:** E-POLL RESULTS – FC MINUTES OF NOVEMBER 13, 2025

**DATE:** 11/14/25

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of November 13, 2025. The E-Poll and minutes were sent out 11/13/25 and concluded today. The results of the completed E-Poll are as follows:

#### **E-POLL RESULTS:**

There was a Majority of <u>4</u> FC members voting to approve the November 13, 2025, Finance Committee Meeting Minutes. FC Members voting included: RaLinda Ninham-Lamberies, Lisa Liggins, Chad Fuss, and Sarah White.

These Finance Committee Minutes of November 13, 2025, will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for BC acceptance.



### FC REGULAR MEETING

NOVEMBER 13, 2025 • Time: 8:30 A.M
Business Committee Conference Room / Microsoft Teams

#### REGULAR MEETING MINUTES

#### FC MEMBERS PRESENT:

Larry Barton, BC Treasurer/FC Chair Lisa Liggins, BC Secretary RaLinda Ninham-Lamberies CFO/FC Vice-Chair

Amount: \$164,800.00

Sarah White, Purchasing Director

Chad Fuss, Asst. GGM-Finance Casino Hotel

**FC MEMBERS EXCUSED**: Jennifer Webster, BC Council Member and Jonas Hill, BC Council Member

**OTHERS PRESENT:** David Emerson, Christina Bluebird, Carla Witkowski, Dennis Reckelberg, Chris Danforth, Wes Johnson, Joel Maxam, Deborah Gerondale, Mari Kriescher, Eric Bristol, RJ Ehrhardt, Amber Cornelius, Shelly Stevens, David Jordan, Rhiannon "RC" Metoxen, Sarah Miller, and Ashley Blaker taking notes.

#### I. CALL TO ORDER:

The FC Regular Meeting was called to order by the FC Chair at 8:30 A.M.

#### II. APPROVAL OF AGENDA: NOVEMBER 13, 2025

Motion by RaLinda Ninham-Lamberies to approve the November 13, 2025, Finance Committee Meeting Agenda. Seconded by Lisa Liggins. Motion carried unanimously.

III. FC MINUTES: October 23, 2025 (Approved via E-Poll on 10/23/25)

Motion by Lisa Liggins to acknowledge the FC E-Poll action taken on October 23, 2025, approving the October 23, 2025, Finance Committee Meeting Minutes. Seconded by Chad Fuss. Motion carried unanimously.

#### IV. CAPITAL EXPENDITURES:

1. Bluberi – Purchase (8) Slot Machines David Emerson, Gaming-Slots

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Motion by RaLinda Ninham-Lamberies to approve items #1 - #6 under Capital Expenditures. Seconded by Sarah White. Motion carried unanimously.

2. LNW – Purchase (20) Slot Machines David Emerson, Gaming-Slots

Amount: \$415,700.00

- See Action in Capital Expenditures #1.

3. LNW – Purchase (6) Slot Machines David Emerson, Gaming-Slots

Amount: \$124,710.00

- See Action in Capital Expenditures #1.

4. Aruze – Purchase (14) Slot Machines David Emerson, Gaming-Slots

Amount: \$319,230.00

- See Action in Capital Expenditures #1.

5. Zitro – Purchase (6) Slot Machines David Emerson, Gaming-Slots Amount: \$141,900.00

See Action in Capital Expenditures #1.

6. IGT – Purchase (26) Slot Machines David Emerson, Gaming-Slots

Amount: \$555,154.00

See Action in Capital Expenditures #1.

7. Gitchi Gaming, Inc. – Slot Chairs David Emerson, Gaming-Slots

Amount: \$903,800.00

Motion by RaLinda Ninham-Lamberies to approve Gitchi Gaming, Inc. – Slot Chairs in the amount of \$903,800.00. Seconded by Sarah White. Motion carried unanimously.

8. Gallagher eShepherd – Virtual Collars for Cattle Wes Johnson, ELA

Amount: \$69,422.00

Motion by RaLinda inham-Lamberies to approve Gallagher eShepherd – Virtual Collars for Cattle in the amount of \$69,422.00. Seconded by Lisa Liggins. Motion carried unanimously.

9. FY26 Fleet Vehicle Capital Expenditures (Cap Ex)
Chris Danforth, DPW-Automotive

Amount: \$500,000.00 \$430,000.00 Public Packet 45 of 305

Motion by RaLinda Ninham-Lamberies to approve the purchase of the dump truck and

the flat bed hauler in the updated amount of \$430,000.00. Seconded by Chad Fuss.

Motion carried unanimously.

V. NEW BUSINESS:

1. FY26 Blkt PO – Gemco Medical Amount: \$200,000.00

Dennis Reckelberg, Comp. Health

Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO – Gemco Medical in the

amount of \$200,000.00. Seconded by Sarah White. Motion carried unanimously.

2. Pmsquare LLC – Annual License Fees Amount: \$141,631.59

Eric Bristol, DTS

Motion by RaLinda Ninham-Lamberies to approve Pmsquare LLC – Annual License Fees

in the amount of \$141,631.59. Seconded by Lisa Liggins. Motion carried unanimously.

3. Data Financial – Purchase of Deck of Cards

Lambert Metoxen, Gaming – Table Games

Motion by RaLinda Ninham-Lamberies to approve Data Financial – Purchase of Deck of

Cards in the amount of \$181,370.88. Seconded by Lisa Liggins. Motion carried

unanimously.

4. Axon – Tasers & Body Worn Cameras

Eric Boulanger, OPD

Amount: \$288,390.78

Amount: \$85,941.00

Amount: \$69,120.00

Amount: \$181,370.88

\$51,614.78

Motion by RaLinda Ninham-Lamberies to approve the five-year contract for Axon –

Tasers & Body Worn Cameras and the first year of the contractual payment cost in the

amount of \$51,614.78. Seconded by Chad Fuss. Motion carried unanimously.

5. FY26 Blkt PO – Keona Health

Deborah Gerondale, Comp. Health – DTS

Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO - Keona Health in the

amount of \$85,941.00. Seconded by Sarah White. Motion carried unanimously.

6. FY26 Blkt PO – Helios Recovery Services

Mari Kriescher, Comp. Health – BH Services

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Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO – Helios Recovery Services in the amount of \$69,120.00. Seconded by Lisa Liggins. Motion carried unanimously.

7. FY26 Blkt PO Increase – Regroup Therapy Telehealth Services Amount: \$484,677.93

Debra Danforth, Comp. Health Total PO: \$1,934,617.93

Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO Increase – Regroup Therapy Telehealth Services in the amount of \$484,677.93. Seconded by Sarah White. Motion carried unanimously.

For the record Regroup Therapy Telehealth Services merged with and is now Array Behavioral Health Telehealth Services.

8. FY26 Blkt PO – Appliance Service Professionals Amount: \$67,000.00 Amber Cornelius, CHD

Motion by Sarah White to approve FY26 Blkt PO – Appliance Service Professionals in the amount of \$67,000.00. Seconded by RaLinda Ninham-Lamberies. Motion carried unanimously.

9. FY26 Blkt PO – C R Fochs Amber Cornelius, CHD

Motion by Chad Fuss to approve FY26 Blkt PO – C R Fochs in the amount of \$60,000.00. Seconded by RaLinda Ninham-Lamberies. Motion carried unanimously.

Amount: \$60,000.00

Amount: \$75,000.00

 FY26 Blkt PO – Diamond HVAC LLC Amber Cornelius, CHD

Motion by Sarah White to approve FY26 Blkt PO – Diamond HVAC LLC in the amount of \$75,000.00. Seconded by RaLinda Ninham-Lamberies. Motion carried unanimously.

11. FY26 Blkt PO – Richard's Heating & Cooling Inc. Amount: \$65,000.00 Amber Cornelius, CHD

Motion by Sarah White to approve FY26 Blkt PO – Richard's Heating & Cooling Inc. in the amount of \$65,000.00. Seconded by Lisa Liggins. Motion carried unanimously.

12. FY26 Blkt PO – Contract Construction Services (CCS) Amount: \$80,000.00

Amber Cornelius, CHD

Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO – Contract Construction Services (CCS) in the amount of \$80,000.00. Seconded by Lisa Liggins. Motion carried

unanimously.

13. FY26 Blkt PO – D & T Construction LLC

Amber Cornelius, CHD

Motion by Sarah White to approve FY26 Blkt PO – D & T Construction LLC in the amount

of \$60,000.00. Seconded by Lisa Liggins. Motion carried unanimously.

14. FY26 Blkt PO – Diamond Ridge Construction

Amber Cornelius, CHD

Motion by Chad Fuss to approve FY26 Blkt PO - Diamond Ridge Construction in the

amount of \$85,000.00. Seconded by RaLinda Ninham-Lamberies. Motion carried

unanimously.

15. FY26 Blkt PO – Monroe Truck Equipment

Amber Cornelius, CHD

Motion by Sarah White to approve FY26 Blkt PO - Monroe Truck Equipment in the

amount of \$65,000.00. Seconded by RaLinda Ninham-Lamberies. Motion carried

unanimously.

16. FY25 Blkt PO Increase – Prevea Health

Christina Bluebird, Self-Funded Health

Amount: \$1,240.09

Amount: \$60,000.00

Amount: \$85,000.00

Amount: \$65,000.00

Total PO: \$131,240.09

Motion by RaLinda Ninham-Lamberies to approve FY25 Blkt PO Increase – Prevea Health

in the amount of \$1,240.09. Seconded by Lisa Liggins. Motion carried unanimously.

17. FY26 Blkt PO Increase – C.E.S.A. 7

Carla Witkowski, Early Intervention

Amount: \$32,000.00

Total PO: \$94,000.00

Motion by RaLinda Ninham-Lamberies to approve FY26 Blkt PO Increase — C.E.S.A. 7 in

the amount of \$32,000.00. Seconded by Lisa Liggins. Motion carried unanimously.

VII. ONEIDA FINANCE FUND:

**REPORT:** 

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Oneida Finance Fund Report – November 2025
 Ashley Blaker, Office Manager

Motion by Chad Fuss to accept the Oneida Finance Fund Report for November 2025.

Seconded by Sarah White. Motion carried unanimously.

**REQUEST(S):** 

1. Lacrosse, Driver's Ed., & Religious Edu. Fees

Requester: Jason Widi for Ronald

Motion by Lisa Liggins to approve from the Oneida Finance Fund the request for Lacrosse,

Amount: \$750.00

Amount: \$441.00

Amount: \$540.00

Amount: \$750.00

Amount: \$750.00

Amount: \$500.00

Driver's Ed., & Religious Edu. Fees in the amount of \$750.00. Seconded by RaLinda Ninham-

Lamberies. Motion carried unanimously.

2. Nursing Camp, DECA Conf., & Religious Edu. Fees

Requester: Jason Widi for Kendall

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Nursing Camp, DECA Conf., & Religious Edu. Fees in the amount of \$441.00.

Seconded by Sarah White. Motion carried unanimously.

3. The Workshop Basketball Lessons

Requester: Vanessa Miller for Lennox

Motion by Chad Fuss to approve from the Oneida Finance Fund the requests for #3, #4, and

#5 in the amounts requested. Seconded by RaLinda Ninham-Lamberies. Motion carried

unanimously.

4. The Workshop Basketball Lessons

Requester: Vanessa Miller for Javon

See Action in Oneida Finance Fund Request #3.

5. The Workshop Basketball Lessons

Requester: Vanessa Miller for Journee

See Action in Oneida Finance Fund Request #3.

6. YMCA Membership Fees

Requester: Jill Lyons

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Motion by Sarah White to approve from the Oneida Finance Fund the request for YMCA

Membership Fees in the amount of \$500.00. Seconded by Chad Fuss. Abstained by RaLinda

Ninham-Lamberies. Motion carried.

7. SW Softball Team Fees & Bat/Pitching Lessons

Requester: Adam Metoxen for Aaliyah

Motion by Chad Fuss to approve from the Oneida Finance Fund the requests for #7 and #8

Amount: \$750.00

Amount: \$750.00

Amount: \$500.00

Amount: \$750.00

Amount: \$750.00

Amount: \$750.00

in the amounts requested. Seconded by Sarah White. Motion carried unanimously.

8. SW Softball Team Fees & Bat/Pitching Lessons

Requester: Adam Metoxen for Ariyah

See Action in Oneida Finance Fund Request #7.

9. Western Racquet Gym Membership

Requester: Cheyenna Ambrosius

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Western Racquet Gym Membership in the amount of \$500.00. Seconded by

Sarah White. Motion carried unanimously.

10. Fusion Athletics Cheer Fees

Requester: Amanda Danforth for Karmyn

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Fusion Athletics Cheer Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Chad Fuss. Motion carried unanimously.

11. Team 1848 Basketball Fees

Requester: Hudson Denny for Monroe

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Team 1848 Basketball Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Sarah White. Abstained by Lisa Liggins. Motion carried.

12. NEW Fusion Dance & Performing Arts Fees

Requester: Irene Danforth for Kaylonni

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for NEW Fusion Dance & Performing Arts Fees for the daughter of the requester in

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Amount: \$750.00

Amount: \$750.00

Amount: \$314.89

Amount: \$750.00

Amount: \$409.50

Amount: \$750.00

the amount of \$750.00. Seconded by Sarah White. Motion carried unanimously.

13. FVP Volleyball Club Fees

Requester: Tawny Danforth for Sydney

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for FVP Volleyball Club Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Lisa Liggins. Motion carried unanimously.

14. FVP Volleyball Club Fees

Requester: Autumn Webster for Emma

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for FVP Volleyball Club Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Lisa Liggins. Motion carried unanimously.

15. Planet Fitness Membership

Requester: Jonas Hill

Motion by Chad Fuss to approve from the Oneida Finance Fund the request for Planet

Fitness Membership in the amount of \$314.89. Seconded by Lisa Liggins. Motion carried

unanimously.

16. Titletown MMA Fees

Requester: Gerald Danforth for Wicahpi

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Titletown MMA Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Sarah White. Motion carried unanimously.

17. Basketball & Baseball Fees

Requester: Gerald Danforth for Wakinyan

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Basketball & Baseball Fees for the son of the requester in the amount of

\$409.50. Seconded by Sarah White. Motion carried unanimously.

18. Impact Sports Academy Fees

Requester: Jamison Skenandore for Ruby

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

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> request for Impact Sports Academy Fees for the daughter of the requester in the amount of \$750.00. Seconded by Chad Fuss. Motion carried unanimously.

> > Amount: \$500.00

Amount: \$367.20

Amount: \$367.20

Amount: \$630.00

Amount: \$750.00

Amount: \$328.32

19. Honorbound Fitness Membership

Requester: Stevi Skenandore

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for Honorbound Fitness Membership in the amount of \$500.00. Seconded by Chad

Fuss. Motion carried unanimously.

20. YMCA Membership

Requester: Margaret King

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for YMCA Membership in the amount of \$367.20. Seconded by Chad Fuss. Motion

carried unanimously.

21. YMCA Membership

Requester: Hudson Francour

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for YMCA Membership in the amount of \$367.20. Seconded by Chad Fuss. Motion

carried unanimously.

22. Washington D.C. Trip for Academic Credit

Requester: Carol Dixon for Tsyonatsyake

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for Washington D.C. Trip for Academic Credit for the grandson of the requester in

the amount of \$630.00. Seconded by Lisa Liggins. Motion carried unanimously.

23. WI Legends National Basketball Fees

Requester: Cindy John for Mylah

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for WI Legends National Basketball Fees for the daughter of the requester in the amount of \$750.00. Seconded by Lisa Liggins. Motion carried unanimously.

24. YMCA Membership

Requester: Vickie Cornelius

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Motion by Chad Fuss to approve from the Oneida Finance Fund the request for YMCA

Membership in the amount of \$328.32. Seconded by Sarah White. Motion carried

unanimously.

25. ETS Performance Training Fees

Requester: Margaret Ellis for Markane Ellis

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for ETS Performance Training Fees for the son of the requester in the amount of

\$750.00. Seconded by Chad Fuss. Motion carried unanimously.

26. ONE WI Volleyball Club Fees

Requester: Ivory Kelly for Jackson

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for ONE WI Volleyball Club Fees for the son of the requester in the amount of

\$750.00. Seconded by Sarah White. Motion carried unanimously.

27. All That Dance, Inc. Fees

Requester: Janice Yglesias for Shaya

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for All That Dance, Inc. Fees for the granddaughter of the requester in the amount

of \$750.00. Seconded by Chad Fuss. Motion carried unanimously.

28. Swim Lessons

Requester: Jashon Killspotted for Chante

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Swim Lessons for the son of the requester in the amount of \$120.60. Seconded

by Chad Fuss. Motion carried unanimously.

29. YMCA Membership

Requester: Kristofer Hill

Amount: \$378.00

Amount: \$750.00

Amount: \$750.00

Amount: \$750.00

Amount: \$120.60

Motion by Chad Fuss to approve from the Oneida Finance Fund the request for YMCA

Membership in the amount of \$378.00. Seconded by RaLinda Ninham-Lamberies. Motion

carried unanimously.

30. YMCA Membership

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Requester: Kristine Hill

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for YMCA Membership in the amount of \$500.00. Seconded by Chad Fuss. Motion

carried unanimously.

31. YMCA Membership

Requester: Joshua Schommer

Motion by Sarah White to approve from the Oneida Finance Fund the requests for #31 and

Amount: \$367.20

Amount: \$367.20

Amount: \$500.00

Amount: \$750.00

Amount: \$500.00

Amount: \$750.00

#32 in the amounts requested. Seconded by Chad Fuss. Motion carried unanimously.

32. YMCA Membership

Requester: Rebecca Schommer

See Action in Oneida Finance Fund Requests #31.

33. Burn Boot Camp Membership

Requester: Tabbitha Ninham

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for Burn Boot Camp Membership in the amount of \$500.00. Seconded by Sarah

White. Motion carried unanimously.

34. ONE WI Volleyball Club Fees

Requester: Mae Cornelius for Zandria

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the

request for ONE WI Volleyball Club Fees for the daughter of the requester in the amount of

\$750.00. Seconded by Sarah White. Motion carried unanimously.

35. Burn Boot Camp Membership

Requester: Racheal Menomin

Motion by Chad Fuss to approve from the Oneida Finance Fund the request for Burn Boot

Camp Membership in the amount of \$500.00. Seconded by RaLinda Ninham-Lamberies.

Motion carried unanimously.

36. FC Elite Volleyball Club Fees

Requester: Reva Danforth for Lilliani

Motion by RaLinda Ninham-Lamberies to approve from the Oneida Finance Fund the request for FC Elite Volleyball Club Fees for the daughter of the requester in the amount of \$750.00. Seconded by Lisa Liggins. Motion carried unanimously.

Amount: \$750.00

Amount: \$750.00

37. The Workshop Basketball Training Fees Requester: Ashley Blaker for Ashton

Motion by Lisa Liggins to approve from the Oneida Finance Fund the requests for #37 and #38 in the amounts requested. Seconded by Sarah White. Motion carried unanimously.

38. The Workshop Basketball Training Fees Requester: Ashley Blaker for Alexander

See Action in Oneida Finance Fund Requests #37.

VIII. EXECUTIVE SESSION: None

VI. ADMINISTRATIVE /INTERNAL: None

VII. FOLLOW UP: None

#### **VIII. FOR INFORMATION ONLY:**

1. IGT – Lease (4) Slot Machines - \$70 Per Day David Emerson, Gaming-Slots

Motion by RaLinda Ninham-Lamberies to accept the requests for #1 and #2 as FYI. Seconded by Lisa Liggins. Motion carried unanimously.

- 2. IGT Lease (2) Slot Machines \$70 Per Day David Emerson, Gaming-Slots
- See Action in FYI #1.
- **IX. ADJOURN** Motion by Lisa Liggins to adjourn. Seconded by Sarah White. Motion carried unanimously. Time: 9:15 A.M.

Minutes submitted by:
Ashley Blaker, Office Manager
& Finance Committee Contact/Recording Secretary

Finance Committee Approval Date of Minutes via E-Poll: November 14, 2025

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## Accept the November 20, 2025, regular Finance Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10	)/25
2.	Session:    Open	•
3.	Requested Motion:	
	Accept as information; OR	
Ac	cept the FC Minutes for 11/20/25 & E-Poll	
4.	Areas potentially impacted or affected by	by this request:
	∑ Finance	Programs/Services
	Law Office	DTS
	Gaming/Retail	⊠ Boards, Committees, or Commissions
	Other: All areas that require FC	
	approval	
5.	Additional attendees needed for this red Name, Title/Entity OR Choose from List	quest:
	Name, Title/Entity OR Choose from List	
	Name, Title/Entity OR Choose from List	
	Name, Title/Entity OR Choose from List	

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice		Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Larry Barton, Treasurer	
	Primary Requestor:	Ashley Blaker, Office Manager	

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### INTERNAL MEMORANDUM

**TO:** FINANCE COMMITTEE

FROM: ASHLEY BLAKER, OFFICE MANAGER

**SUBJECT:** E-POLL RESULTS – FC MINUTES OF NOVEMBER 20, 2025

**DATE:** 11/20/25

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of November 20, 2025. The E-Poll and minutes were sent out today and concluded today. The results of the completed E-Poll are as follows:

#### **E-POLL RESULTS:**

There was a Majority of <u>4</u> FC members voting to approve the November 13, 2025, Finance Committee Meeting Minutes. FC Members voting included: Jennifer Webster, Sarah White, Louise Cornelius, and RaLinda Ninham-Lamberies.

These Finance Committee Minutes of November 20, 2025, will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for BC acceptance.



#### FC REGULAR MEETING

NOVEMBER 20, 2025 • Time: 8:30 A.M Business Committee Conference Room

#### **REGULAR MEETING MINUTES**

#### FC MEMBERS PRESENT:

Larry Barton, BC Treasurer/FC Chair Jonas Hill, BC Council Member

Jennifer Webster, BC Council Member

RaLinda Ninham-Lamberies CFO/FC Vice-Chair

Amount: \$647,448.62

Sarah White, Purchasing Director

Louise Cornelius, GGM

**FC MEMBERS EXCUSED**: Chad Fuss, Asst. GGM-Finance Casino Hotel and Lisa Liggins, BC Secretary

**OTHERS PRESENT:** David Emerson, Rosa King, Harmony Hill, Cari Josephson, David Jordan, Sarah Miller and Ashley Blaker taking notes.

I. CALL TO ORDER: The FC Regular Meeting was called to order by the FC Chair at 8:28 A.M.

### II. APPROVAL OF AGENDA: NOVEMBER 20, 2025

Motion by RaLinda Ninham-Lamberies to approve the November 20, 2025, Finance Committee Meeting Agenda noting the change in order. Seconded by Jennifer Webster. Motion carried unanimously.

III. FC MINUTES: NOVEMBER 13, 2025 (Approved via E-Poll on 11/14/25)

Motion by Jennifer Webster to acknowledge the FC E-Poll action taken on November 14, 2025, approving the November 13, 2025, Finance Committee Meeting Minutes. Seconded by Sarah White. Motion carried unanimously.

#### **IV. CAPITAL EXPENDITURES:**

 Aristocrat – Purchase (26) Slot Machines David Emerson, Gaming-Slots

Motion by RaLinda Ninham-Lamberies to approve Aristocrat - Purchase (26) Slot

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Machines in the amount of \$647,448.62. Seconded by Louise Cornelius. Motion carried unanimously.

2. Gaming Arts – Purchase (6) Slot Machines
David Emerson, Gaming-Slots

Amount: \$120,272.00

Motion by RaLinda Ninham-Lamberies to approve Gaming Arts – Purchase (6) Slot Machines in the amount of \$120,272.00. Seconded by Louise Cornelius. Motion carried unanimously.

3. AGS – Purchase (4) Slot Machines David Emerson, Gaming-Slots

Amount: \$100,980.00

Motion by RaLinda Ninham-Lamberies to approve AGS – Purchase (4) Slot Machines in the amount of \$100,980.00. Seconded by Louise Cornelius. Motion carried unanimously.

4. AGS – Purchase (8) Slot Machines David Emerson, Gaming-Slots

Amount: \$177,960.00

Motion by RaLinda Ninham-Lamberies to approve AGS – Purchase (8) Slot Machines in the amount of \$177,960.00. Seconded by Louise Cornelius. Motion carried unanimously.

5. Konami – Purchase (8) Slot Machines David Emerson, Gaming-Slots

Amount: \$203,960.00

Motion by RaLinda Ninham-Lamberies to approve Konami – Purchase (8) Slot Machines in the amount of \$203,960.00. Seconded by Louise Cornelius. Motion carried unanimously.

V. **NEW BUSINESS:** None

#### VI. DONATION:

#### **REPORT:**

FC Donation Report – November 2025
 Ashley Blaker, Office Manager

Motion by Jennifer Webster to accept the FC Donation Report for November 2025. Seconded by Louise Cornelius. Motion carried unanimously.

#### **REQUEST(S):**

1. Skanikulat, Inc. – Donation Amount: \$3,000.00 Requester: Rosa King, Executive Director

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Motion by Jennifer Webster to approve from the Finance Committee Donations the request

from Skanikulat, Inc. in the amount of \$3,000. Seconded by Louise Cornelius. Motion carried

unanimously.

2. Red Magic Co. – Donation

Requester: Harmony Hill, Director

Motion by Jonas Hill to approve from the Finance Committee Donations the request from

Amount: \$3,000.00

Amount: \$3,000.00

Amount: \$3,000.00

Amount: \$3,000.00

Red Magic Co. – Donation in the amount of \$3,000. Seconded by Jennifer Webster. Motion

carried unanimously.

3. Alzheimer's 40<sup>th</sup> Annual WI State Conference – Sponsorship

Requester: Cari Josephson, Director

Motion by Jennifer Webster to approve from the Finance Committee Donations the request

from Alzheimer's 40<sup>th</sup> Annual WI State Conference – Sponsorship in the amount of \$3,000

contingent upon verifying they are only getting one funding source from the Oneida Nation.

Once confirmed can move forward with the payment or bring back to the Finance

Committee for discussion. Seconded by RaLinda Ninham-Lamberies. Motion carried

unanimously.

4. Erma & Bill Danforth Softball – Donation

Requester: Tiana Danforth, Delegate

Motion by Jonas Hill to approve from the Finance Committee Donations the request from

Erma & Bill Danforth Softball – Donation in the amount of \$3,000. Seconded by Jennifer

Webster. Abstained by RaLinda Ninham-Lamberies. Motion carried.

5. Compassionate Home Health Care – Donation

Requester: Dawn Paradiso-Hansen, Executive Director

Motion by RaLinda Ninham-Lamberies to approve from the Finance Committee Donations

the request from Compassionate Home Health Care – Donation in the amount of \$3,000.

Seconded by Jennifer Webster. Motion carried unanimously.

VII. EXECUTIVE SESSION: None

VIII. ADMINISTRATIVE /INTERNAL: None

IX. FOLLOW UP: None

#### X. FOR INFORMATION ONLY:

1. IGT – Wheel of Fortune WAP Slot Machine 3.9% of Gross Handle David Emerson, Gaming-Slots

Motion by Jennifer Webster to accept the requests for #1, #2, and #3 as FYI. Seconded by Sarah White. Motion carried unanimously.

- 2. Aristocrat Lease (4) Slot Machines \$70 Per Day David Emerson, Gaming-Slots
- See Action in FYI #1.
  - 3. Aristocrat Lease (4) Slot Machines \$75 Per Day David Emerson, Gaming-Slots
- See Action in FYI #1.
- XI. ADJOURN: Motion by Jennifer Webster to adjourn. Seconded by Sarah White.

Motion carried unanimously. Time: 8:43 A.M.

Minutes submitted by:
Ashley Blaker, Office Manager
& Finance Committee Contact/Recording Secretary

Finance Committee Approval Date of Minutes via E-Poll: November 20, 2025

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Accept the November 5, 2025, regular Legislative Operating Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Personnel Related
3.	Requested Motion:
4.	Areas potentially impacted or affected by this request:    Finance
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

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Supporting Documents.		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
Correspondence	Legal Review	Resolution
☐ Draft GTC Notice	Minutes	Rule (adoption packet)
☐ Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other: Describe		
Budget Information:		
☐ Budgeted – Tribal Contrib	oution Budgeted – Grar	nt Funded
Unbudgeted	Not Applicable	
Other: Describe		
Submission:		
Authorized Sponsor:	Jameson Wilson, Councilman	
Primary Requestor:	Clorissa N. Leeman, LRO Sen	ior Staff Attorney
	Contract Document(s) Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Describe  Budget Information: Budgeted – Tribal Contrib Unbudgeted Other: Describe  Submission: Authorized Sponsor:	Bylaws Fiscal Impact Statement   Contract Document(s) Law   Correspondence Legal Review   Draft GTC Notice Minutes   Draft GTC Packet MOU/MOA   E-poll results/back-up Petition   Other: Describe    Budget Information:  Unbudgeted Tribal Contribution Budgeted - Grant Not Applicable  Other: Describe  Submission:  Authorized Sponsor: Jameson Wilson, Councilmant

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#### Oneida Nation Oneida Business Committee Legislative Operating Committee PO Box 365 • Oneida, WI 54155-0365



#### LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center November 5, 2025 9:00 a.m.

**Present:** Jameson Wilson, Jonas Hill, Kirby Metoxen [Microsoft Teams]

**Excused:** Jennifer Webster

**Unexcused:** Marlon Skenandore

Others Present: Clorissa N. Leeman, Grace Elliott, Carolyn Salutz,

Others Present on Microsoft Teams: Janice Decorah, Joshua Cornelius, Melissa Alvarado, Rae Skenandore, Ralinda Ninham-Lamberies, Shannon Stone, Fawn Cottrell, Sarah White, Sidney White, Kristal Hill, Fawn Billie, Ashley Blaker, David Jordan, Jason Martinez, Justin Nishimoto, Taryn Webster, Tina Jorgensen, Rhiannon Metoxen, Terri Schiltz, Eric Boulanger, Ronald Van Schyndel, Tavia James Charles

#### I. Call to Order and Approval of the Agenda

Jameson Wilson called the November 5, 2025, Legislative Operating Committee meeting to order at 9:00 a.m.

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

#### II. Minutes to be Approved

### 1. October 15, 2025 LOC Meeting Minutes

Motion by Jonas Hill to approve the October 15, 2025 LOC meeting minutes and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

#### III. **Current Business**

### 1. Hunting, Fishing, and Trapping Law Amendments

Motion by Jonas Hill to approve the updated public comment review memo, draft, and legislative analysis; seconded by Kirby Metoxen. Motion carried unanimously.

Motion by Jonas Hill to approve the approve the fiscal impact statement request memorandum and forward to the Finance Department directing that a fiscal impact statement be prepared and submitted to the LOC by November 21, 2025; seconded by Kirby Metoxen. Motion carried unanimously.

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#### 2. Budget and Finances Law Amendments

Motion by Jonas Hill to approve the updated draft and legislative analysis of the proposed amendments to the Budget and Finances law; seconded by Kirby Metoxen. Motion carried unanimously.

#### 3. Eviction and Termination Law Amendments

Motion by Jonas Hill to approve the draft of the proposed amendments to the Eviction and Termination law; seconded by Kirby Metoxen. Motion carried unanimously.

#### 4. Solid Waste Disposal Law Amendments

Motion by Jonas Hill to approve and accept the proposed amendments and direct the Legislative Reference Office to develop a legislative analysis; seconded by Kirby Metoxen. Motion carried unanimously.

### 5. Workplace Violence Law Amendments

Motion by Jonas Hill to Accept the public comments and the public comment review memorandum and defer to a work meeting for further consideration; seconded by Kirby Metoxen. Motion carried unanimously.

#### 6. Independent Contractor Law Amendments

Motion by Jonas Hill to accept the public comments and the public comment review memorandum and defer to a work meeting for further consideration; seconded by Kirby Metoxen. Motion carried unanimously.

#### 7. Public Use of Tribal Land Law Amendments

Motion by Jonas Hill to accept the public comments and the public comment review memorandum and defer to a work meeting for further consideration; seconded by Kirby Metoxen. Motion carried unanimously.

#### IV. New Submissions

#### 1. Time and Attendance Law for Elected Officials

Motion by Jonas Hill to add the Time and Attendance Law for Elected Officials to the Active Files List with Jonas Hill as the sponsor. No second to the Motion. Motion failed.

Motion by Kirby Metoxen to deny the request to add the Time and Attendance Law for Elected Officials to the Active Files List. No second to the Motion; opposed by Jonas Hill. Motion failed.

Motion by Jonas Hill to defer this item to the next LOC meeting; seconded by Kirby Metoxen. Motion carried unanimously.

#### V. Additions

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### VI. Administrative Updates

1. E-Poll Results: Approval of the LOC and LRO FY 2026 Annual Reports for GTC Motion by Jonas Hill to enter into the record the results of the October 23, 2025 e-poll entitled, Approval of the LOC and LRO FY 2026 Annual Reports for GTC; seconded by Kirby Metoxen. Motion carried unanimously.

## 2. Legislative Operating Committee Fiscal Year 2025 Fourth Quarter Report

Motion by Jonas Hill to approve the Legislative Operating Committee Fiscal Year 2025 Fourth Quarter Report and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

#### VII. Executive Session

### VIII. Adjourn

Motion by Kirby Metoxen to adjourn at 9:49a.m.; seconded by Jonas Hill. Motion carried unanimously.

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Accept the August 5, 2025, regular On?yote?a?ká ni? i Standing Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information:  Session:   Open	<ul><li>Executive – must qualify</li><li>Justification: DRAFT ma</li></ul>	-
3.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
4.	Budget Information:  Budgeted  Not Applicable	☐ Budgeted – Grant Funded☐ Other: <i>Describe</i>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Taryn Webster, Chair/On?yot Committee	te?a?ká ni? i Standing
	Primary Requestor:		
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	

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# On∧yote?a·ká ni? i Standing Committee

Regular Meeting
5:00 p.m. Tuesday, August 5, 2025
Norbert Hill Center, 2<sup>nd</sup> Floor, BC Executive Conference Room
or Microsoft Teams

#### Minutes

**Present:** Chair: Taryn Webster; Vice-Chair: Marie Cornelius (Teams), Members: Bill Cornelius (Teams), Gail Grissman, Michelle Hill (Teams), Anthony Konkol (Teams), Lisa Liggins, Larry Roberts, Judith

Sprangers, Dwight Steffes, Kirsten Vandyke (Teams), Jameson Wilson;

Arrived at: N/A

**Absent:** Laura Manthe, David Webster;

Excused: Katsi Danforth,

Others Present: Xavier Horkman (Teams), Amber Martinez, Nic Reynolds, Lisa Summers (Teams);

#### I. OPENING

#### II. CALL TO ORDER AND ROLL CALL

Meeting called to order by Taryn Webster at 5:02 p.m.

#### III. ADOPT THE AGENDA

Motion by Jameson Wilson to adopt the agenda, seconded by Judith Sprangers. Motion carried:

Ayes:

Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

#### IV. MINUTES

#### A. Approve the July 1, 2025, regular OnAyote?a·ká ni? i Standing Committee meeting minutes

Motion by Jameson Wilson to approve the July 1, 2025, regular On∧yote?a⋅ká ni? i Standing Committee meeting minutes, seconded by Dwight Steffes. Motion carried:

Aves:

Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes, Kirsten Vandyke, Jameson Wilson

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#### V. NEW BUSINESS

#### A. Project Plan Updates

#### 1. Presentations and Presenters

Motion by Lisa Liggins to motion to remove this item as a standing item, seconded by Kirsten VanDyke. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

#### **B.** Accept Communication Plan Updates

Motion by Marie Cornelius to accept communication plan updates, seconded by Judith Sprangers. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

#### C. Approve the OnAyote?a·ká ni? i Standing Committee FY2025 3rd Quarter Report

Motion by Marie Cornelius to approve the Onyyote?a ká ni? i Standing Committee FY2025 3<sup>rd</sup> quarter report, seconded by Judith Sprangers. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

#### D. Discuss the Debrief of the July 8, 2025, GTC Meeting

Motion by Judith Sprangers to accept the July 8, 2025, GTC meeting discussion as information, seconded by Anthony Konkol. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke. Jameson Wilson

#### E. Discuss the History Summit

Motion by Judith Sprangers to accept the history summit discussion as information, seconded by Anthony Konkol. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke. Jameson Wilson

#### F. Discuss Round 1 and Brainstorm Round 2 Community Meetings

Motion by Judith Sprangers to accept discussion as information, seconded by Anthony Konkol. Motion carried:

Ayes: Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony

Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke. Jameson Wilson

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#### G. Accept Round 2 Meeting Schedule

Motion by Lisa Liggins to approve the round 2 meeting schedule with the change of adding Saturdays, seconded by Jameson Wilson. Motion carried:

Ayes: Bill

Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

#### H. Discuss resources on Oneida History and Blood Quantum

Motion by Lisa Liggins to approve the resources on Oneida History and Blood Quantum but to remove "Forgotten Allies: The Oneida Indians and the American Revolution" by Glatthaar and Martin, seconded by Larry Roberts. Motion carried:

Ayes:

Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke Jameson Wilson

#### VI. OPEN DISCUSSION

#### VII. ADJOURN

Motion by Marie Cornelius to adjourn at 6:51 p.m., seconded by Larry Roberts. Motion carried:

Ayes:

Bill Cornelius, Marie Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol, Lisa Liggins, Larry Roberts, Judith Sprangers, Dwight Steffes,

Kirsten Vandyke, Jameson Wilson

Present: Chair Taryn Webster (Teams), Vice-Chair Marie Cornelius Members: Bill Cornelius, Gail Grissman, Michelle Hill, Anthony Konkol (Teams), Lisa Liggins, Larry Roberts (Teams), Judy Sprangers, Dwight Steffes, Kirsten Vandyke, Jameson Wilson

Minutes prepared by Amber Martinez, Recording Clerk. Minutes approved October 7, 2025.

Taryn Webster, Chair

On∧yote?a ká ni? i Standing Committee

Taryn Webster

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Accept the October 7 2025, regular On?yote?a?ká ni? i Standing Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information: Session:   Open	<ul><li>Executive – must qualify</li><li>Justification: DRAFT ma</li></ul>	-
3.	Supporting Documents:	□ Figure Livery and Otatoms and	Duca sustation
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
4.	Budget Information:  Budgeted  Not Applicable	☐ Budgeted – Grant Funded☐ Other: <i>Describe</i>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Taryn Webster, Chair/On?yot Committee	e?a?ká ni? i Standing
	Primary Requestor:		
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	

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# On∧yote?a·ká ni? i Standing Committee

**Regular Meeting** 5:00 p.m. Tuesday, October 7, 2025 Norbert Hill Center, 2<sup>nd</sup> Floor, BC Executive Conference Room or Microsoft Teams

#### Minutes

Present: Chair: Taryn Webster; Members: Katsi Danforth (Teams), Gail Grissman, Anthony Konkol,

Dwight Steffes, Kirsten Vandyke (Teams), David Webster, Jameson Wilson;

Arrived at: Judith Sprangers arrived at 5:12 p.m.

Absent: Marie Cornelius, Bill Cornelius, Michelle Hill, Lisa Liggins, Laura Manthe,

**Excused:** Larry Roberts

Others Present: Brooke Doxtator, Xavier Horkman (Teams), Nic Reynolds;

#### I. OPENING

#### II. CALL TO ORDER AND ROLL CALL

Meeting called to order by Taryn Webster at 5:00 p.m.

### III. ADOPT THE AGENDA

Motion by Katsi Danforth to adopt the agenda, seconded by Gail Grissman. Motion carried:

Katsi Danforth, Gail Grissman, Anthony Konkol, Dwight Steffes, Kirsten Ayes:

Vandyke, David Webster, Jameson Wilson

#### IV. MINUTES

#### A. Approve the August 5, 2025, regular On yote?a ká ni? i Standing Committee meeting minutes

Motion by Katsi Danforth to approve the August 5, 2025, regular Onxyote?a ká ni? i Standing Committee meeting minutes, seconded by Anthony Konkol. Motion carried:

Katsi Danforth, Gail Grissman, Anthony Konkol, Dwight Steffes, Kirsten

Vandyke, David Webster, Jameson Wilson

Judith Sprangers arrived at 5:12 p.m.

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#### V. NEW BUSINESS

#### A. Project Plan Updates

#### 1. Review Draft Revised Project Plan

Motion by Judith Sprangers to accept the draft revised project plan discussion as information, seconded by Gail Grissman. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,

Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

#### B. Accept Communication Plan Updates

Motion by Anthony Konkol to accept the Communication Plan update as information, seconded by Dwight Steffes. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,

Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

#### C. Round 2 Community Input Sessions

#### 1. Review Schedule

Motion by Katsi Danforth to approve the draft community session schedule with noted changes, seconded by Anthony Konkol. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,

Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

#### 2. Review Draft Agenda

Motion by Katsi Danforth to approve the OnAyote?a·ká ni? I Project Community meeting agenda for phase 2, seconded by Kirsten Van Dyke. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,

Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

#### D. Approve the OnAyote?a·ká ni? i Standing Committee FY2026 Meeting Schedule

Motion by Anthony Konkol to defer the meeting schedule to the next meeting, seconded by Gail Grissman. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,

Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

#### VI. OPEN DISCUSSION

Public Packet 74 of 305

#### VII. ADJOURN

Motion by Jameson Wilson to adjourn at 6:44 p.m., seconded by Judith Sprangers. Motion carried:

Ayes: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers,
Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson

Present: Chair Taryn Webster, Members: Katsi Danforth, Gail Grissman, Anthony Konkol, Judith Sprangers, Dwight Steffes, Kirsten Vandyke, David Webster, Jameson Wilson;

Minutes prepared by Brooke Doxtator, BCC Supervisor. Minutes approved November 4, 2025.

Taryn Webster, Chair

Onnyote?a ká ni? i Standing Committee

Taryn Webster

Public Packet 75 of 305

Approve the travel report - Councilman Jonas Hill - Indigenous Biz Con - Milwaukee, WI - October 10-12,.

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25	
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.	
3.	Requested Motion:  Accept as information; OR  To Accept and close out the Travel Report for Councilman Jonas Hill - Indigenous Biz Con - Milwaukee, WI - 10/10-12/2025-	
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  DTS  Gaming/Retail Boards, Committees, or Commission  Other: Describe	าร
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List	

Revised: 01/07/2025 Page 1 of 2

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6.	Supporting Documents:						
	Bylaws	Fiscal Impact Statement	Presentation				
	Contract Document(s)	Law	Report				
	Correspondence	Legal Review	Resolution				
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)				
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect				
	E-poll results/back-up	Petition					
	Other: Describe						
7.	Budget Information:						
	Budgeted – Tribal Contrib	ution Budgeted – Gran	t Funded				
	Unbudgeted	Not Applicable					
	Other: Describe						
8.	Submission:						
	Authorized Sponsor:	Jonas Hill, Councilman					
	Primary Requestor:	(Name, Title/Entity)					

Revised: 01/07/2025 Page 2 of 2

Public Packet 77 of 305

# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Choose a T

Choose a Traveler Name Jonas Hill, Councilman Enter name(s) of other
Travelers OR [SPACE BAR] to
delete
Enter name(s) of other
Travelers OR [SPACE BAR] to
delete

Indigenous Biz Con				
Milwaukee, WI				
10/10/2025	Return Date:	10/12/2025		
\$1,142	Actual Cost:	\$740		
proved by OBC:	08/27/2025			
		Milwaukee, WI  10/10/2025 Return Date:  \$1,142 Actual Cost:		

#### Narrative/Background:

The Indigenous Biz Con brings together Tribal Leaders, Native-owned businesses and entrepreneurs to share knowledge, resources, and strategies for strengthening Native-owned businesses. Attending Biz Con provides the opportunity to collaborate, build networks and to learn from successful Indigenous owned businesses and other Tribal Leaders.

## Item(s) Requiring Attention:

N/A

#### **Requested Action:**

To Accept and close out the Travel Report for Councilman Jonas Hill - Indigenous Biz Con - October 10<sup>th</sup> - 12<sup>th</sup>, 2025 -

#### **ONEIDA NATION**

## Expense Voucher Receipts MUST be provided for all expenses except for meals and mileage

#### **General Information**

Travel # TR / Supply # SU	TR23954					
Employee Name	Jonas Hill	Employee/vendor#				
Destination	Milwaukee, WI					
Departure date	10/12/2025	Return date	10/15/2025			
Charged GL Account						
Advance Amount	\$ 415.00			1		
Virtual Card Amount			2			

Personal Automobile Mileage Expenses

Total miles 240 Multiply by the Mileage rate \$0.70 \$ 168.00 3
---

Itemized Schedule of Advance and Out of Pocket Expenses

torring of the data of the dat								
Date	10/12/25	10/13/25	10/14/25	10/15/25			Total	
Meals/Per Diem	\$ 60.00	\$ 80.00	\$ 80.00	\$ 2 <b>7</b> .00			\$ 24 <b>7</b> .00	4
Misc. taxi, parking, tolls, etc.							\$ 0.00	5
Out of Pocket expenses luggage, fuel, etc.							\$ 0.00	6
Subtotal Add totals of lines 3 - 6)							\$ 415.00	7
Advance Amount (Line 1)							\$ 415.00	8
Amount Due							\$ 0.00	

Itemized Schedule of Virtual Card Expenses

	Total	
Lodging	\$ 0.00	9
Airfare	\$ 0.00	10
Luggage Fees	\$ 0.00	11
Car Rental	\$ 0.00	12
Registration	\$ 325.00	13
Sub-Total (Add lines 9 – 13)	\$ 325.00	14
Virtual Card (Line 2)	\$ 0.00	15
Excess funds on virtual card (subtract line 14 from 15)	-\$ 325.00	

Public Packet 79 of 305

Comments – Please explain any changes/deviations from the Authorization Travel								

I certify that this statement, attachments, and amounts claimed, are true, correct, and complete to the best of my knowledge and that payment for this claim has not been received.

Signatures / Approvals

	Sign	Date
Traveler	Jones Hill	10/23/2025
Department Sign-off		

Receipts MUST be provided for all expenses except for meals and mileage. If receipts are not provided, the employee will be charged for those expenses.

# DRAFT

C. Approve the travel report - Councilman Jameson Wilson - 2025 Native Nations Institute Emerging Leaders Seminar - Tucson, AZ - July 15-18, 2025 (00:33:44) Sponsor: Jameson Wilson, Councilman

Motion by Lawrence Barton to approve the travel report from Councilman Jameson Wilson for the 2025 Native Nations Institute Emerging Leaders Seminar in Tucson, AZ on July 15-18, 2025, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

D. Approve the travel report - Councilman Jameson Wilson - Midwest Alliance of Sovereign Tribes 2025 Summer Meeting - Welch, MN - July 21-23, 2025 (00:34:08) Sponsor: Jameson Wilson, Councilman

Motion by Jonas Hill to approve the travel report from Councilman Jameson Wilson for the Midwest Alliance of Sovereign Tribes 2025 Summer Meeting in Welch, MN on July 21-23, 2025, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

#### X. TRAVEL REQUESTS

 A. Approve the travel request - Councilman Marlon Skenandore - Indigenous Biz Con Conference 2025 - Milwaukee, WI - October 13-14, 2025 (00:34:33)

Sponsor: Marlon Skenandore, Councilman

Motion by Lawrence Barton to approve the travel request for Councilman Marlon Skenandore and up to two (2) additional Business Committee members to attend the Indigenous Biz Con Conference 2025 in Milwaukee, WI on October 13-14, 2025, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

B. Approve the travel request - Councilman Kirby Metoxen - 2026 Annual American Indian Tourism Conference - Choctaw, MS - October 26-30, 2025 (00:35:28) Sponsor: Kirby Metoxen, Councilman

Motion by Jennifer Webster to approve the travel request for Councilman Kirby Metoxen and up to one (1) additional Business Committee member to attend the 2026 Annual American Indian Tourism Conference in Choctaw, MS on October 26-30, 2025, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

Public Packet 81 of 305

 From:
 Whova Team

 To:
 Jonas G. Hill

Subject: Thank You for Registering for IBC"25 – Here's What's Next

Date: Wednesday, August 27, 2025 11:05:37 AM



# Thank You for Registering for IBC'25 – Here's What's Next

You have successfully registered for Indigenous Biz Con 2025! The order details are below. Please keep this email as a receipt for future reference.

## Event will be ready on web and mobile soon!

You will be notified once the event is ready on the Whova Web and Mobile apps. You will then be able to access the agenda and network with other attendees.

### Message from the organizer



# Welcome to Indigenous Biz Con 2025!

Thank you for registering to attend Indigenous Biz Con 2025, where Indigenous entrepreneurship, economic sovereignty, and innovation take center stage. We're thrilled to have you join us as we gather Tribal leaders, Native-owned businesses, and trusted partners for two days of networking, knowledge sharing, and opportunity.

Here's what to expect next:

- You'll receive event updates, agenda announcements, and travel information in the coming days.
- We'll soon introduce our official event app, Whova, which will house the full schedule, speaker lineup, venue info, and allow you to connect with other attendees.
- A hotel block for IBC'25 will be available at Potawatomi Hotel & Casino. Booking details, rates, and deadlines will be shared soon, making it easy to stay steps away from all the action.

#### **Event Details:**

Location: Potawatomi Hotel & Casino, Milwaukee, Wisconsin

Dates: October 13-14, 2025 Full agenda: Coming soon

If you have any questions or need to update your registration, please contact us at: contact@indigenousbusinessgroup.org

We look forward to seeing you at IBC2025!

#### **IBC25 Planning Team**

Indigenous Business Group

www.indigenousbisinessgroup.org

# Share with your friends and colleagues

Help us get the word out about Indigenous Biz Con 2025! Share that you're going to the event and encourage your network to register.



Share on LinkedIn

X Share on Twitter

#### Online order details

Purchaser: Jonas Hill

Email: jhill1@oneidanation.org

Order

Confirmation:

ch\_3S0IZQF1IJhk75ht10Olyfv4

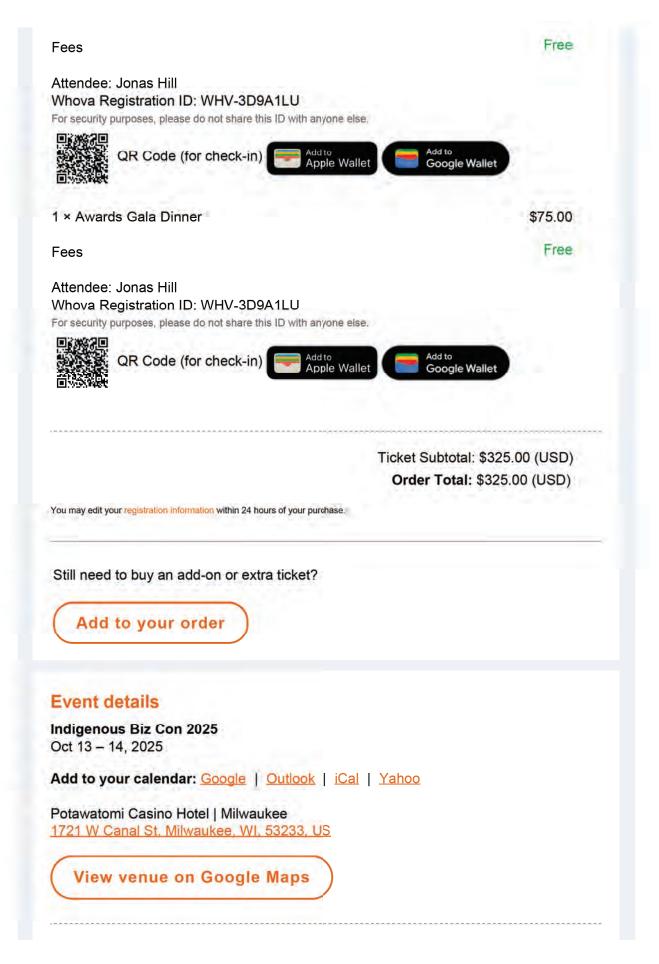
Credit Card #: \*\*\*\*1870

Order Date: August 27, 2025 at 11:05 AM

Website: https://whova.com/portal/registration/EPWY2jViCpfnbaF8WMDH/

**Price Tickets** 

1 × Tribal Leader/Elder Admission \$250.00 Public Packet 83 of 305



Public Packet 84 of 305

#### Contact Info:

contact@indigenousbusinessgroup.org

# Questions & cancellation policy

#### Questions

Contact your event organizer with any questions you have about this event at: contact@indigenousbusinessgroup.org

#### **Cancellation policy**

The cancellation and refund policies are set by the event organizers. Please contact your event organizer directly to request a refund.

# Use Whova for your event

Do you organize events? You can use Whova for your own events!

LEARN MORE

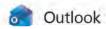


Enjoy your event! support@whova.com www.whova.com









#### Councilman Hill Expense Voucher

From Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>

Date Thu 10/23/2025 2:48 PM

To Quinton M. Schuyler Jr <qschuyle@oneidanation.org>

1 attachment (946 KB)

JH\_Indiegenous Biz Con '25\_Expense Voucher Combined.pdf;

Please see attached I will call shortly

Yawkko,

Rhiannon "RC" Metoxen, MTAG
Executive Assistant
Office of Councilman Jonas Hill
Oneida Business Committee
Rmetoxe2@oneidanation.org

Office: 920-869-4469 Cell: 920-246-0668



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

# ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

**General Travel Information** 

TR23954

Name of Traveler Jonas Hill						
Legal name as it appears on Travelers Driver's License or State ID, no nicknames						
Employee Number						
Destination	Milwaukee, WI		15	See		
Departure date	10/10/2025	Return date	10/12/2025	email		
Purpose of travel Indigenous Biz Con						
Charged GL Account						

GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day \$80.00

**Cost Estimate Information** 

Personal Automobile Mileage Expenses

DL INS

\$0.70 \$168.00

Total miles	240	Multiply by the Mi	leage rate	\$.625	\$ 150.00	
Descri	otion	Rate	Factor	Days	Total	
Per Diem for in	itial travel date	\$ 80.00	0.75	1	\$ 60.00	
Per Diem full d	ay at destination	\$ 80.00	1.00	1.2	\$ 80.00	\$160.00
Per Diem for re	eturn travel date	\$ 80.00	0.75	1	\$ 60.00	
Subtract includ	ed meals	1 breakfast, 2 lund	ches also inclu	ded	\$ 33.00	
Miscellaneous parking, fees, e		deduction should	l be \$102.00			
		Sub-Total =	Travel Adva	ince	\$ 317.00	\$415.00
Lodging including and hotel parking	ng room, taxes, fees,	\$ 0.00		0	\$ 0.00	
Airfare						
Luggage Fees	•					
Car Rental						
Registration					\$325.00	
		Sub-To	tal = Virtual 0	Card	\$ 0.00	
Allowable price	adjustment				\$ 500.00	
Total Cost Est	timate				- <del>8-817-00</del> =>	

No VCC issued - has company card

Advance

\$415.00

#1870

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. #1,142.\*\*
I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date
Traveler	Dechin	9/3/25
Supervisor	Oliva Dung	09-04-2025

Send all travel related items to: CentralAccounting\_Travel@oneidanation.org

# DRAFT

C. Approve the travel report - Councilman Jameson Wilson - 2025 Native Nations Institute Emerging Leaders Seminar - Tucson, AZ - July 15-18, 2025 (00:33:44) Sponsor: Jameson Wilson, Councilman

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Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

D. Approve the travel report - Councilman Jameson Wilson - Midwest Alliance of Sovereign Tribes 2025 Summer Meeting - Welch, MN - July 21-23, 2025 (00:34:08) Sponsor: Jameson Wilson, Councilman

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Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

#### X. TRAVEL REQUESTS

 A. Approve the travel request - Councilman Marlon Skenandore - Indigenous Biz Con Conference 2025 - Milwaukee, WI - October 13-14, 2025 (00:34:33)

Sponsor: Marlon Skenandore, Councilman

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Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen





Home About Events Contactllow Email Call

# **Indigenous Business Con 2025**

October 13 - 14. 2025

#### Potawatomi Casino - Milwaukee

"Rising Tides: Building Economies, Empowering Generations" -

This is an unprecedented moment for Indigenous nations, businesses, and operators to lead—not just participate—in all forms of economic development. As sovereign nations, we hold unique opportunities to drive public-private partnerships, tribally owned enterprises, and collaborative ventures between Native-owned businesses and state or corporate partners.

Indigenous Biz Con provides an opportunity for attendees to learn, network, and collaborate to build meaningful partnerships that result in business, all while breaking down barriers to economic development, building community, and elevating the voices of Native entrepreneurs. The event features real business operators at the forefront, engaging discussions, a Native vendors marketplace, and much more.

CLICK HERE TO REGISTER TODAY! (Early Bird registration ends 8/31/25)

Follow us on Facebook and LinkedIn for up to the minute news and updates.



Schedule

Sponsor or Exhibit

FAQ

Media Info



You can find the tentative IBC 2025 Schedule below. Remember, speakers and topics are subject to change as the conference dates approach.

- Monday, October 13, 2025
- Tuesday, October 14, 2025

# Meet Our Sponsors

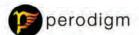
Gold Sponsors

















Silver Sponsors





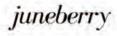
Bronze Sponsors



























W9042 London Road | Cambridge, WI 53523

□ 920-655-6023

☐ contact@indigenousbusinessgroup.org

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You can find the tentative IBC 2025 Schedule below. Remember, speakers and topics are subject to change as the conference dates approach.



Monday, October 13, 2025

# Indigenous Peoples : Day Kickoff

#### 8:00 AM - Registration Opens

Start the day with coffee, community, and early networking as vendors and exhibitors set up.

#### 10:00 AM - Wisconsin Contractor Connection

A pre-conference networking session designed to connect tribal entrepreneurs, contractors, and buyers with procurement opportunities and technical assistance.

#### 12:00 PM - Networking Lunch & Marketplace Soft Opening

Get a first look at the Native Artisan Market and Exhibitor Hall while connecting with peers.

#### 1:30 PM - Opening Ceremony

Drum group, prayer, and ribbon cutting with IBG founders and tribal leaders—officially launching Indigenous Biz Con 2025.

#### 2:00 PM - Keynote: Chris James (President & CEO, NCAIED)

Explore national trends in Indigenous entrepreneurship and how tribal enterprises are driving innovation across industries.

#### 3:00 PM - General Session 1: The Great Lakes Indigenous Economy

Discover how regional projects in infrastructure, housing, energy, and media are building strong, interconnected Indigenous economies.

#### 3:30 PM - General Session 2: Is Cannabis the Next Green Rush?

A candid discussion on the role of cannabis and hemp in tribal economies—covering wellness, tourism, sovereignty, and job creation.



#### 4:00 PM - General Session 3: Entrepreneurial Mindset & Business Growth

Insights on building identity-driven businesses, leaving a legacy, and scaling with purpose.

#### 4:30 PM - Tribal Leader Roundtable: Building Sovereign Economies

A powerful dialogue with tribal leaders on economic self-sustainability, collaboration, and advocacy for Native-owned enterprises.

#### 7:00 PM - Indigenous Peoples' Day Celebration

Evening reception with cultural performances, artisan showcases, heavy appetizers, and a special lighting of the Hone Bridge to honor Indigenous Peoples' Day.



Tuesday, October 14, 2025

# Meet Our Sponsors

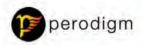
Gold Sponsors

















Silver Sponsors





**Bronze Sponsors** 



You can find the tentative IBC 2025 Schedule below. Remember, speakers and topics are subject to change as the conference dates approach.

Monday, October 13, 2025

▼ Tuesday, October 14, 2025

Day 2 - Tuesday October 14. 2025

7:30 AM - Breakfast & Marketplace Open

#### 8:30 AM - Morning Ceremony

A blessing and opening remarks to set the tone for another impactful day.

#### 9:30 AM - Keynote: Joseph Rosado, MD

Reclaiming Indigenous Wellness & Why It's Good for Business — examining Indigenous health data, traditional healing, and the business of wellness.

# Breakout Session Round 1 (10:30 - 11:20 AM)

#### Infrastructure & Energy

Explore how tribal utilities, solar, and energy projects are shaping sustainable futures.

#### **Contracting Opportunities & Procurement**

Learn how to access state and federal bids, plus pathways for MBE/DBE certification.

#### Cannabis, Hemp & Wisconsin Wellness

Get the latest updates on regulations, Indigenous wellness supply chains, and emerging markets.

Breakout Session Round 2 (11:30 - 12:20 PM)



#### Real Estate Development in Indian Country

Navigate development, feasibility, and investment opportunities in tribal communities.

#### Workforce Development & Skilled Trades

Strategies for apprenticeships, union pipelines, and preparing Native talent for skilled careers.

#### **Financing Growth**

Unlock lending and investment opportunities with banks, Native CDFIs, and capital partners.

#### 12:30 PM - Networking Lunch

Featuring a live taping of the Native Edge Podcast, cultural performances, artisan showcases, and a fireside chat with Gary Farmer.

# Breakout Session Round 3 (1:45 – 2:35 PM)

#### Al, Tech & Future Innovation

Indigenous-led approaches to AI, startups, data sovereignty, and emerging tech.

#### Media, Storytelling & Advocacy

The power of Native voices in reclaiming narratives and building creative industries.

#### The Mechanics of a Tribal Joint Venture

Legal and business structures behind joint ventures—covering equity, investment, and sovereignty.

# Breakout Session Round 4 (2:45 - 3:45 PM)

#### Building Clean Energy & Infrastructure Through Tribal Enterprises

Explore how tribal enterprises are leading in energy hubs, logistics, and infrastructure growth.

#### **Empowering Indigenous Women in Business**

Women leaders share stories of entrepreneurship, mentorship, and building access to capital.



#### The Tribal Housing Problem & Solutions

Practical strategies for funding, development, and addressing housing shortages in tribal communities.

#### 4:00 PM - Closing General Session: Building Bridges 201

A forward-looking conversation on how tribal member-owned businesses can work alongside tribal enterprises to create sustainable, shared prosperity.

#### 6:00 PM - Gala Dinner & Awards Ceremony

Celebrate Indigenous excellence with awards including Business of the Year, Emerging Leader, and Legacy Award, alongside cultural performances and artisan showcases.

\*\*Agenda subject to change

# Meet Our Sponsors

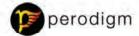
Gold Sponsors

















Silver Sponsors





Brouze Sponsors



registration



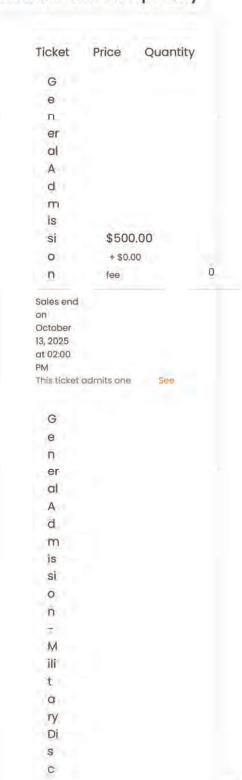
View event description and summary order

Powered Whova

SHARE THIS EVENT ON STEP 01/02

# Registration

# Select tickets and quantity



# Indigenous Biz Con 2025

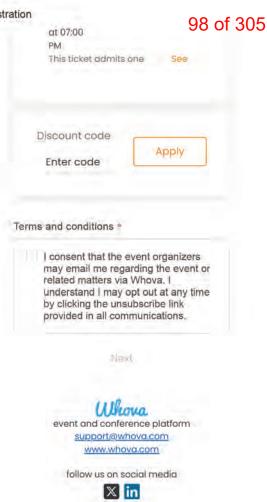
October 13 - 14, 2025 Potawatomi Casino Hotel | Milwaukee / Milwaukee, WI

Indigenous Biz Con 2025 October 13 - 14, 2025
Potawatomi Casino - Milwaukee "Rising Tides:
Building Economies, Empowering Generations" This is an unprecedented moment for Indigenous
nations, busin... See More











- What is the attire for the event?
- How many people do you anticipate will be in attendance?
- Are meals included with my registration?

The conference will provide daily breakfasts and coffee/beverages throughout the conference. In addition, lunches will be provided. The welcome reception will offer a cash bar and hors d'oeuvres. The pre-reception gala will offer a cash bar and hors d'oeuvres and at the gala there will also be a cash bar and plated dinner and dessert.

- ▶ I have a food allergy or special dietary restrictions. Are you able to accommodate?
- Is there a discount for the hotel?
- ▶ What if I am unable to attend the event, but I've already purchased a ticket?
- ► Additional questions?

# Meet Our Sponsors

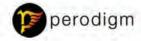
Gold Sponsors

















Silver Sponsors



- What is the attire for the event?
- How many people do you anticipate will be in attendance?
- Are meals included with my registration?
- ▼ I have a food allergy or special dietary restrictions. Are you able to accomodate?

You are able to provide this information when you register, but if you've already registered, please email our team at <u>contact@indigenousbusinessgroup.org</u> and we will do our best to accommodate.

- Is there a discount for the hotel?
- What if I am unable to attend the event, but I've already purchased a ticket?
- Additional questions?

# Meet Our Sponsors

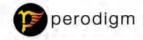
Gold Sponsors

















Silver Sponsors



Public Packet 101 of 305

Approve the travel report - Councilman Jonas Hill - American Indigenous Tourism Conference - Choctaw,

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 11/24/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:
	Accept as information; OR
	Approve the Travel Report for Councilman Jonas Hill to the American Indigenous Tourism Conference, Choctaw, MS October 26 – 30, 2025
4.	Areas potentially impacted or affected by this request:
	Finance Programs/Services
	☐ Law Office ☐ DTS
	☐ Gaming/Retail ☐ Boards, Committees, or Commissions
	Other: Describe
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List

Revised: 01/07/2025 Page 1 of 2

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution Budgeted – Grant	t Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Jonas Hill, Councilman	
	Primary Requestor:	(Name, Title/Entity)	

Revised: 01/07/2025 Page 2 of 2

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# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:

Jonas Hill

Enter name(s) of other Travelers OR [SPACE BAR] to

delete

Enter name(s) of other
Travelers OR [SPACE BAR] to
delete
Enter name(s) of other
Travelers OR [SPACE BAR] to

delete

American Indigenous Tourism Conference (AITC)			
	Choctaw, MS		
10/26/2025	Return Date:	10/30/2025	
\$1,806	Actual Cost:	\$757.63	
proved by OBC:	08/17/2017	-	
	10/26/2025 \$1,806	Choctaw, MS  10/26/2025 Return Date:  \$1,806 Actual Cost:	

#### Narrative/Background:

I recently attended the American Indigenous Tourism Conference hosted by the Alaska Native Tourism Association (AIANTA) held in Choctaw, MS October 26<sup>th</sup> – 30<sup>th</sup>, 2025. AIANTA was established by tribes for tribes to address inequities in the tourism system. AIANTA preserves and promotes authentic Indigenous destinations and assists in building bridges between Native communities, federal agencies, non-profits and elected officials. This commitment ensures that tourism benefits Indigenous communities while respecting cultural heritage.

### Item(s) Requiring Attention:

None

#### **Requested Action:**

Approve Travel Report for Councilman Jonas Hill to the American Indigenous Tourism Conference held in Choctaw, MS 10/26-30/2025

#### **ONEIDA NATION**

# Expense Voucher Receipts MUST be provided for all expenses except for meals and mileage

#### **General Information**

Travel # TR / Supply # SU	23983			
Employee Name	Jonas Hill	Employee/vendor#		
Destination	Choctaw, MS			
Departure date	10/26/2025	Return date	10/30/2025	
Charged GL Account				
Advance Amount	\$ 306.00			1
Virtual Card Amount	\$ 1,500.00			2

**Personal Automobile Mileage Expenses** 

Total miles	Multiply by the Mileage rate	\$0.70	\$ 0.00	3	
-------------	------------------------------	--------	---------	---	--

Itemized Schedule of Advance and Out of Pocket Expenses

nomized constant on have no card or restrict Expenses					-			
Date	10/26/25	10/27/25	10/28/25	10/29/25	10/30/25		Total	
Meals/Per Diem	\$ 51.00	\$ 68.00	\$ 68.00	\$ 68.00	\$ 51.00		\$ 306.00	4
Misc. taxi, parking, tolls, etc.							\$ 0.00	5
Out of Pocket expenses luggage, fuel, etc.	\$ 35.00				\$ 35.00		\$ 70.00	6
Subtotal (Add totals of lines 3 - 6)							\$ 376.00	7
Advance Amount (Line 1)							\$ 306.00	8
Amount Due							-\$ 70.00	)

Itemized Schedule of Virtual Card Expenses

	Total	
Lodging	\$ 180.00	9
Airfare	\$ 562.37	10
Luggage Fees		11
Car Rental		12
Registration		13
Sub-Total (Add lines 9 – 13)	\$ 742.37	14
Virtual Card (Line 2)	\$ 1,500.00	15
Excess funds on virtual card (subtract line 14 from 15)	\$ 757.63	

Public Packet 105 of 305

Comments – Please explain any changes/deviations from the Authorization Travel

I certify that this statement, attachments, and amounts claimed, are true, correct, and complete to the best of my knowledge and that payment for this claim has not been received.

Signatures / Approvals

oignataroo, ripprovan	Signetura	Date
Traveler	Jones Hill	11/04/2025
Department Sign-off		

Receipts MUST be provided for all expenses except for meals and mileage. If receipts are not provided, the employee will be charged for those expenses.

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C. Approve the travel report - Councilman Jameson Wilson - 2025 Native Nations Institute Emerging Leaders Seminar - Tucson, AZ - July 15-18, 2025 (00:33:44)

Sponsor: Jameson Wilson, Councilman

Motion by Lawrence Barton to approve the travel report from Councilman Jameson Wilson for the 2025 Native Nations Institute Emerging Leaders Seminar in Tucson, AZ on July 15-18, 2025, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

 D. Approve the travel report - Councilman Jameson Wilson - Midwest Alliance of Sovereign Tribes 2025 Summer Meeting - Welch, MN - July 21-23, 2025 (00:34:08)

Sponsor: Jameson Wilson, Councilman

Motion by Jonas Hill to approve the travel report from Councilman Jameson Wilson for the Midwest Alliance of Sovereign Tribes 2025 Summer Meeting in Welch, MN on July 21-23, 2025, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

#### X. TRAVEL REQUESTS

A. Approve the travel request - Councilman Marlon Skenandore - Indigenous Biz Con Conference 2025 - Milwaukee, WI - October 13-14, 2025 (00:34:33)

Sponsor: Marlon Skenandore, Councilman

Motion by Lawrence Barton to approve the travel request for Councilman Marlon Skenandore and up to two (2) additional Business Committee members to attend the Indigenous Biz Con Conference 2025 in Milwaukee, WI on October 13-14, 2025, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen

B. Approve the travel request - Councilman Kirby Metoxen - 2026 Annual American Indian Tourism Conference - Choctaw, MS - October 26-30, 2025 (00:35:28)

Sponsor: Kirby Metoxen, Councilman

Motion by Jennifer Webster to approve the travel request for Councilman Kirby Metoxen and up to one (1) additional Business Committee member to attend the 2026 Annual American Indian Tourism Conference in Choctaw, MS on October 26-30, 2025, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Marlon Skenandore,

Jennifer Webster, Jameson Wilson

Not Present: Kirby Metoxen



HILL/JONASGUNNAR \*\*NOT VALID FOR \* \*\*TRANSPORTATION\*

EXCESS BAGGAGE GRB OL ATL DE JAN

EBC 35.00

DUPE PSGR RECEIPT 260CT25 0066 DL/CB GRB FTO

> 501 260CT

ELECTRONIC EFEE COLLECTION

THIS IS YOUR RECEIPT

NON REFUNDABLE/ NO CHANGES/NON TR HKIO7N /DL ANSFERABLE/NOT VALID FOR TRAVEL

USD35.00

006 4251549057

PASSENGER RECEIPT 00

JAN FTO

PSGR TICKET 0062370810325

300CT25 0066

006 4251549057

NOT VALID FOR TRAVEL



JONAS/HILL \*\*NOT VALID FOR\*\* \*\*TRANSPORTATION\*

JAN DL ATL DL GRB PIECE 35.00 EBC 35.00

USD 35.00 DSXXXXXXXXXXXX7184/ 03052R

DL/SH

NO CHANGES/NON TR HKIQ7N /DL ANSFERABLE/NOT

VALID FOR TRAVEL

NON REFUNDABLE/

EXCESS BAGGAGE

TICKET

THIS IS YOUR RECEIPT

NOT VALID FOR TRAVEL

USD35.00

US

0 006 4252443457 6 0 006 4252443457 6



P.O. Box 6048

Choctaw, MS 39350

866.44PEARL

www.pearlriverresort.com

Name: Address: JONAS HILL

3034 CACTUS COURT

GREENBAY

WI 54313

Arrival Date:

10/26/2025

Departure Date:

10/30/2025

Group Code:

AITCC25

CO Clerk

BILLYK

Date	Reference	Description	Charges	Credits	Balance
10/26/2025 XFR FRM	459559100289 459354095506	ROOM CHARGE GM 5052 HILL JONAS GM 5052	45.00		
10/27/2025 XFR FRM	459569100190 459354095506	ROOM CHARGE GM 5052 HILL JONAS GM 5052	45.00		
10/28/2025 XFR FRM	459579100156 459354095506	ROOM CHARGE GM 5052 HILL JONAS GM 5052	45.00		
10/29/2025 XFR FRM	459589100177 459354095506	ROOM CHARGE GM 5052 HILL JONAS GM 5052	45.00		

I agree that my liability for this bill is not waived, and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

**Guest Signature** 



P.O. Box 6048

Choctaw, MS 39350

866.44PEARL

www.pearlriverresort.com

Name:

JONAS HILL

Address: 3034 CACTUS COURT

GREENBAY

WI 54313

Arrival Date:

10/26/2025

Departure Date:

10/30/2025

Group Code:

AITCC25

CO Clerk

BILLYK

Room #:	GM 5052	Resv	459594554242	Pag	je	2 of 2
Date	Reference	Description	)	Charges	Credits	Balance
		SUMMARY OF C	HARGES			
		ROOM	180,00			
			1			
						1
				1		
						1
					7	

**Total Due** 

180.00

I agree that my liability for this bill is not waived, and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

**Guest Signature** 



Date of Purchase: Oct 06, 2025

# Flight Receipt for Green Bay, WI to Jackson, MS

## PASSENGER INFORMATION

JONAS GUNNAR HILL

SkyMiles Number: 9487547003

Confirmation Number: HKIQ7N Ticket Number: 0062370810325

#### **FLIGHT INFORMATION**

<b>Date and Flight</b> GRB>ATL Sun 26Oct2025 DL 2691	<b>Status</b> OPEN	<b>Class</b> T	<b>Seat/Cabin</b> CMAIN
ATL>JAN Sun 26Oct2025 DL 3090	OPEN	Т	CMAIN
JAN>ATL Thu 30Oct2025 DL 3171	OPEN	Т	CMAIN
ATL>GRB Thu 30Oct2025 DL 2948	OPEN	Т	CMAIN
DETAILED CHARGES			
<b>Air Transportation Charges</b> Base Fare:			\$476.62 USD

# Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY) \$11.20 USD United States - Transportation Tax (US) \$35.75 USD United States - Passenger Facility Charge (XF) \$18.00 USD United States - Flight Segment Tax (ZP) \$20.80 USD

**Total Price:** \$562.37 USD

Paid with Visa \*\*\*\*\*\*\*\*\*1870

#### **KEY OF TERMS**

# - Arrival date different than departure date

\*\* - Check-in required

\*\*\*- Multiple meals

F - Food available for purchase

L - Lunch

LV - Departs

Public Packet A NATION BOX 365 ONEIDA WI 54155

Vendor Name HILL, JONAS G Vendor Number 13756 Vendor E-Mail ADR jonasghill@gmail.com

Deposit date 10/22/2025 Check # 163361

Bank Routing # 275978394 Deposit to account# 1074

Invoices paid and Credit Memos

Invoice # Invoice Amount Discount Deposit Amount TR23983-001 306.00 .00 306.00 Invoice date .00 10/20/2025

Issued for Advance Request# TR23983

306.00 .00 306.00 Public Packet 112 of 305

Approve the travel report - Councilman Jonas Hill - 13th Annual Indian Law CLE - Wisconsin Dells, WI -...

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/2025
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR  To Accept and close out the Travel Report for Councilman Jonas Hill - 13th Annual Indian Law CLE - Wisconsin Dells, WI - 11/05-11/07/2025 -
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  DTS Gaming/Retail Boards, Committees, or Commissions Other: Describe
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution Budgeted – Grant	t Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Jonas Hill, Councilman	
	Primary Requestor:	(Name, Title/Entity)	

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# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Choose a Traveler Name

Jonas Hill, Councilman

Enter name(s) of other Travelers OR [SPACE BAR] to delete Enter name(s) of other Travelers OR [SPACE BAR] to delete

13 <sup>th</sup> Annual Indian Law CLE					
sconsin Dells, WI					
Return Date: 11/07/2025					
Actual Cost: \$526.26					
09/26/2025					

# Narrative/Background:

The 13th Annual Indian Law CLE brings together Tribal leaders, attorneys, and advocates to explore the latest developments in federal Indian law and Tribal governance. This conference provides essential continuing legal education while fostering dialogue on sovereignty, jurisdiction, and the protection of Tribal rights. Attending ensures participants are equipped with the knowledge and tools to strengthen Tribal legal systems and advance justice for Native communities.

# <u>Item(s) Requiring Attention:</u>

N/A

# Requested Action:

To Accept and close out the Travel Report for Councilman Jonas Hill - 13th Annual Indian Law CLE - Wisconsin Dells, WI - 11/05-11/07/2025 -

# **ONEIDA NATION**

# Expense Voucher Receipts MUST be provided for all expenses except for meals and mileage

# **General Information**

Travel # TR / Supply # SU	23999			
Employee Name	Jonas Hill	Employee/vendor#		
Destination	Wisconsin Dells, WI			
Departure date	11/05/2025	Return date	11/07/2025	
Charged GL Account				
Advance Amount	\$ 359.00			1
Virtual Card Amount				2

**Personal Automobile Mileage Expenses** 

Total miles	270	Multiply by the Mileage rate	\$0.70	\$ 189.00	3	
1 Otal Illiics		Manapiy by the Mileage rate		•	J	1

Itemized Schedule of Advance and Out of Pocket Expenses

torring our corrodatio or 7 taran				 			
Date	11/05/25	11/06/25	11/07/25			Total	
Meals/Per Diem	\$ 51.00	\$ 68.00	\$ 51.00			\$ 170.00	4
Misc. taxi, parking, tolls, etc.						\$ 0.00	5
Out of Pocket expenses luggage, fuel, etc.						\$ 0.00	6
Subtotal (Add totals of lines 3 - 6)						\$ 359.00	7
Advance Amount (Line 1)						\$ 359.00	8
Amount Due						\$ 0.00	

Itemized Schedule of Virtual Card Expenses

iternized Scriedule of Virtual Card Expenses		
	Total	
Lodging	\$ 167.26	9
Airfare		10
Luggage Fees		11
Car Rental		12
Registration		13
Sub-Total (Add lines 9 – 13)	\$ 167.26	14
Virtual Card (Line 2)	\$ 0.00	15
Excess funds on virtual card (subtract line 14 from 15)	-\$ 167.26	

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I certify that this statement, attachments, and amounts claimed, are true, correct, and complete to the best of my knowledge and that payment for this claim has not been received.

Signatures / Approvals

oigilatai co / Appi o tak	•	
	Sign - f · · · · ·	Date
Traveler	Jonas Hill	11/13/2025
Department Sign-off		

Receipts MUST be provided for all expenses except for meals and mileage. If receipts are not provided, the employee will be charged for those expenses.

# DRAFT

#### VIII. TRAVEL REQUESTS

A. Approve the travel request - Treasurer Lawrence Barton - RES Summit 2026 - Las Vegas, NV - March 22-27, 2026 (00:17:23)

Sponsor: Lawrence Barton, Treasurer

Motion by Jennifer Webster to approve the travel request for Treasurer Lawrence Barton and two (2) additional Business Committee members to attend the RES Summit 2026 in Las Vegas, NV on March 22-27, 2026, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

B. Approve the travel request - Councilman Kirby Metoxen - Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) -Keshena, WI - October 14-15, 2025 (00:18:35)

Sponsor: Kirby Metoxen, Councilman

Motion by Jonas Hill to approve the travel request for Councilman Kirby Metoxen and one (1) additional Business Committee member to attend the Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) in Keshena, WI on October 14-15, 2025, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Jennifer Webster, Jameson Wilson

Abstained: Kirby Metoxen

Not Present: Lisa Liggins, Marlon Skenandore

 Approve the travel request - Councilman Jonas Hill - 13th Annual Indian Law CLE -Wisconsin Dells, WI - November 5-7, 2025 (00:19:26)

Sponsor: Jonas Hill, Councilman

Motion by Jameson Wilson to accept the travel request for Councilman Jonas Hill to attend the 13th Annual Indian Law CLE in Wisconsin Dells, WI on November 5-7, 2025, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

Item IX.B. was addressed next.

## IX. NEW BUSINESS

A. Approve the Budget Contingency Plan update (00:30:51)

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Jonas Hill to defer the Budget Contingency Plan update to the November 12, 2025, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Aves: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

For the record: The Oneida Business Committee, by consensus, recessed at 10:30 a.m. to 11:00 a.m.

From: <u>Tehassi Tasi Hill</u>

To: Lawrence E. Barton; Lisa A. Liggins; Jonas G. Hill; Jameson J. Wilson; Jennifer A. Webster; Kirby W. Metoxen;

Marlon G. Skenandore

Cc: Melinda J. Danforth; Jo A. House

Subject: FW: You are invited to the 13th Annual Indian Law CLE

**Date:** Tuesday, September 16, 2025 10:27:15 AM

FYI, I can't make it, but looks like it is open to elected officials...

# Yawn?kó (Thank you)

#### Tehassi tasi Hill

Chairman Oneida Nation



office 920.869.4420 fax 920.869.4040

PO Box 365 Oneida, WI 54115-0365 oneida-nsn.gov

**From:** Kara Olson <a href="mailto:kolson@wisbar.org">kolson@wisbar.org</a> **Sent:** Tuesday, September 16, 2025 9:35 AM **To:** Tehassi Tasi Hill <a href="mailto:kolson@wisbar.org">kolson@wisbar.org</a> **Sent:** Tuesday, September 16, 2025 9:35 AM

Subject: You are invited to the 13th Annual Indian Law CLE

Dear Chairman Hill,

The Indian Law Section of the State Bar of Wisconsin is pleased to invite you to its 2025 Indian Law CLE on Thursday, November 6 and Friday, November 7. This year, the program will be held at the Wilderness Resort Glacier Canyon Lodge in Wisconsin Dells, Wisconsin.

Tribal Administrators, Attorneys, Elected Officials, Judges, and Staff are encouraged to attend. Program topics include:

- Case Law Update
- Native Vote & Election Law
- Territorial Sovereignty
- Marijuana Decriminalization
- NLRA and Tribal Entity
- Ethics: AI and Tribal Court Practice

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Please visit the <u>Indian Law Section CLE Page</u> for more information and to register. This program will be submitted to the Wisconsin Board of Bar Examiners for up to 10 CLE credits, including 1 EPR (ethics) credit.

There is a block of rooms available at the <u>Wilderness Resort</u> for as low as \$119 (rates vary by dates and room type). **The reservation deadline is October 5, 2025.** Hotel reservations should be made directly with the resort at 1-800-867-9453 and state they are with the 2025 Annual Indian Law CLE Workshop at Glacier Canyon Lodge, Leader #A98004

If you have any questions or concerns, please do not hesitate to contact the Indian Law Section State Bar Liaison, Kara Olson at 608-250-6124 or kolson@wisbar.org. Thank you for your consideration and we look forward to seeing you at our annual CLE.

# Sincerely,

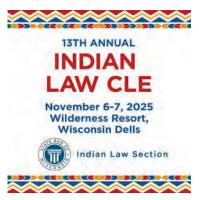
Attorney Robert Lundberg Chair, State Bar of Wisconsin Indian Law Section Attorney Lorenzo Gudino Past-Chair, State Bar of Wisconsin Indian Law Section

Attorney Dyllan Linehan Chair-Elect, State Bar of Wisconsin Indian Law Section

# 13th Annual Indian Law CLE

Product ID: SA9211

Be the first to review



Ready to Dive Into the Heart of Indian Law

Whether you're practicing in Indian Country or just beginning to explore this powerful and ever-evolving field, the Annual Indian Law CLE is your can't-miss event of the year!

Join the Indian Law Section at the Wilderness Resort in Wisconsin Dells for an unforgettable day of compelling conversations, cuttingedge insights, and meaningful connections. From landmark legal updates to real-world challenges, you'll explore the issues that matter most-alongside professionals who are just as passionate as you are.

Read Less †

#### Sponsored By:







GODFREY#KAHNsc







#### Select a Format

In-person seminar - Wisconsin Dells

## **Credits**

10 CLE, 1 EPR

## **Date and Time**

Thu, November 06 - Fri, November 07, 2025 12:00 AM - 11:59 PM CT

→ Add to Calendar

## Location

Wilderness Resort 511 E Adams St Wisconsin Dells, WI 53965

 $\xrightarrow{\ \ } \text{View Map and Directions}$ 

Registration is now open! Please log in to register.

1 Log in to register.

Register

**Add To Wishlist** 

## **0** Customer Reviews

5 star	0%
4 star	0%
3 star	0%
2 star	0%
1 star	0%



# **Order Confirmation**

**Customer Name:** Jonas Hill **Customer ID:** 1144883

Last 4 digits: xxxx-1870 Expiration Date: Order Total: \$139.00

# **Shipping**

N7210 Seminary Rd, - Oneida, WI 54155-9501 USA

# **Billing**

N7210 Seminary Rd, - Oneida, WI 54155-9501 USA

# **Review Order**

VENT		TOTAL PRICE
INDIAN LAW CLE	13th Annual Indian Law CLE	\$139.00
	In-person seminar	
0	Date and Time	
	Thursday, November 6, 2025	
	12:00 AM - 11:59 PM	
	Location	
	511 E Adams St-Wisconsin Dells, WI 53965	
	Credits	
	10 CLE, 1 EPR	
	Jonas Hill	
	Non-Attorney Attending Tuition	\$139.00
	Attending Reception	\$0.00

	ORDER SUMMARY
Items Subtotal:	\$139.00
Shipping & Handling:	\$0.00
Tax:	0.00
Order Total:	\$139.00

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Approve the travel report - Councilman Kirby Metoxen - Dept of Agriculture, Trade, and Consumer...

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open  Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR Enter the requested motion related to this item.  Approve the travel report - Councilman Kirby Metoxen - Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) - Keshena, WI - October 14-15, 2025
4.	Areas potentially impacted or affected by this request: Finance Programs/Services  Law Office MIS Gaming/Retail Boards, Committees, or Commissions  Other: OBC
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	☐ Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	☐ E-poll results/back-up	Petition	Travel Documents
	Other: travel report, age	nda	
7.	Budget Information:		
	■ Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded
	Unbudgeted	☐ Not Applicable	
	Other:		
8.	Submission:		
8.	Submission:  Authorized Sponsor:	Kirby Metoxen, Councilman	_

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# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Kirby Metoxen			
Travel Event:		le, and Consumer Pr Dept. of Natural Res		
Travel Location:		Keshna, WI		
Departure Date:	10/14/2025	Return Date:	10/15/2025	
Projected Cost:	277.65	Actual Cost:	224	
Date Travel was App	oroved by OBC:	9/26/2025	-	

# Narrative/Background:

Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) mission is to partner with all the citizens of Wisconsin to grow the economy by promoting quality food, healthy plants and animals, sound use of land and water resources, and a fair marketplace. DNR is dedicated to working with Wisconsinites while preserving and enhancing the natural resources of Wisconsin. In partnership with individuals and organizations, DNR staff manage fish, wildlife, forests, parks, air and water resources while promoting a healthy, sustainable environment and a full range of outdoor opportunities.

# <u>Item(s) Requiring Attention:</u>

Click here to enter text

# Requested Action:

Approve the travel report - Councilman Kirby Metoxen - Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) - Keshena, WI - October 14-15, 2025.

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State of Wisconsin Governor Tony Evers

# Department of Agriculture, Trade and Consumer Protection Secretary Randy Romanski

#### AGENDA

Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) State-Tribal Consultation

Date: Tuesday, October 14, 2025

Time: 10:00 a.m. - 12:00 p.m.

Location: Menominee Casino Resort Convention Center

N277 State Highway 47/55

Keshena, WI 54135

Welcome and Introductions - Secretary Randy Romanski

DATCP Agency Overview - Secretary Randy Romanski

Round Table Discussion - Tribal Leaders and DATCP Leaders

Potential Topics from the Action Plan:

- Collaborate to Further Food Sovereignty in the Tribal Nations
- Communicate During the State Biennial Budget Process
- Protect our Animals and Land and Water Resources
- Share Educational Information and Resources
- Partner Through Economic Development Opportunities

Summary and Next Steps - Ashley Andre, Policy Initiatives Advisor

Adjourn

Lunch

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Tourism in Indian Country is more than economic development, it is a bridge to cultural understanding, environmental stewardship, and community vitality. For the Oneida Nation, every tour, every visitor, and every event are opportunities to share who we are as a people. Our history, our language, our food systems, and our enduring connection to this land. As we look ahead, the Oneida Nation remains committed to advancing sustainable and culturally grounded tourism, recognizing that not all tribal nations have established tourism departments, which is why expanding equitable funding and technical support is essential. Investment in tribal tourism is an investment in education, preservation, and shared prosperity.

Approve the travel request - Councilwoman Jennifer Webster - 20th Annual Government-to-Government.

**Business Committee Agenda Request** 

1.	Meeting Date Requested: 12/	10/25
2.	Session:    Open	alify under §107.4-1.
		e or type justification.
3.	Requested Motion:  Accept as information; OR	
	Approve Travel Request Jennifer Webste Violence Against Women Tribal Consulta	er 20th Annual Government-to-Government ations January 20-23, 2026
4	Areas potentially impacted or affected	l by this request:
••	Finance	
	Law Office	DTS
	Gaming/Retail	Boards, Committees, or Commissions
	Other: Oneida Business Committee	
5.	Additional attendees needed for this I Name, Title/Entity OR Choose from List	request:
	Name, Title/Entity OR Choose from List	
	Name, Title/Entity OR Choose from List	

Name, Title/Entity OR Choose from List

ο.	Supporting Documents.		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	
	Other: E-Mail back-up		
7.	Budget Information:  Budgeted – Tribal Contrib  Unbudgeted  Other: Describe	ution Budgeted – Gran Not Applicable	t Funded
8.	Submission:		
	Authorized Sponsor:	Jennifer Webster, Councilwom	an
	Primary Requestor:	David P. Jordan, Government	Relation Specialist

Revised: 01/07/2025

# **Oneida Business Committee Travel Request**

Event Name:	20th Annual Government-to-Gove	ernment Violence Against W	omen Tribal Consultation
Event Location:	Prior Lake, Minnesota	Attendee(s): Jennifer	Webster
Departure Date:	Jan 20, 2026	Attendee(s):	
Return Date:	Jan 23, 2026	Attendee(s):	
Budget Informa	tion:		
ICI Condendille	e in individual travel budget(s)		
<ul><li>☐ Funds availab</li><li>☐ Unbudgeted</li></ul>	an instruction have subgreen	Cost Estimate:	\$ 1783.00
☐ Unbudgeted ☐ Grant Funded  Justification:  Describe the just	or Reimbursed  fication of this Travel Request:  I Approval for 20th Annual Governm	nent -to -Government Violer	nce Against Women Tribal
☐ Unbudgeted ☐ Grant Funded  Justification:  Describe the just  Requesting Trave Consultation will Department of Just	or Reimbursed fication of this Travel Request:	nent -to -Government Violer 1-23, 2026, Mystic Lake Cent 1stakeholders, including coll	nce Against Women Tribal er, Prior Lake, Minnesota. The eagues from the United States
Unbudgeted Grant Funded Justification:  Describe the just Requesting Trave Consultation will Department of Judget Department of Hays.  The purpose of Value of the following for the following f	or Reimbursed  fication of this Travel Request:  I Approval for 20th Annual Governme be conducted, in person, January 20 stice will be joined by other federal sealth and Human Services and the Intelligence Against Women Tribal Constitutions	nent -to -Government Violer 1-23, 2026, Mystic Lake Cent 1-stakeholders, including coll 1-sterior. Tribal Consultation v 1-sultation is to solicit recomme 1-sultation is to solicit recomme 1-sultation is to solicit recomme 1-sultation is to solicit recomme	nce Against Women Tribal er, Prior Lake, Minnesota. The eagues from the United States will be conducted over three ful endations from Tribal leaders of lence, sexual assault, homicide,

- 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 TRAVEL AUTHORIZATION REQUEST

**General Travel Information** 

Name of Traveler	Jennifer Webster		
egal name as it appe	ears on Travelers Driver	's License or State ID, no	nicknames
Employee Number			
Destination City	Prior Lake, Minnes	ota	
Departure date	01/20/2026	Return date	01/23/2026
Purpose of travel	20th Annual Government-to	-Government Violence Against	Women Tribal Consultation In-Persor
Charged GL Accoun	t		

GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 110.00

**Cost Estimate Information** 

Personal Automobile Mileage Expenses

Total miles	590	Multiply by the Mil-	eage rate	\$0.70	\$ 413.00
Description	1	Rate	Factor	Days	Total
Per Diem for initial		\$ 110.00	0.75	1	\$ 82.50
Per Diem full day at		\$ 110.00	1.00	3	\$ 330.00
Per Diem for return	travel date	\$ 110.00	0.75	1	\$ 82.50
Included meals total					
Miscellaneous expe	enses: taxi,				
		Sub-Total =	Travel Adva	nce	\$ 908.00
Lodging including ro and hotel parking	oom, taxes, fees,	\$ 125.00		3	\$ 375.00
Airfare					\$ 0.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 0.00
Allowable price adj	ustment				\$ 500.00
/ illowable price daj	5.5.1.15111	Sub-Total =	Virtual Card		\$ 875.00
<b>Total Cost Estima</b>					\$ 1,783.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

oigilatules / Applove	Signature	Date
Traveler	Sementer Webster	11-10-25
Department Sign-off		

# Jennifer A. Webster

From:

OVW VAW Consultation <tribalconsultationsupport@eventpower.com>

Sent:

Friday, November 7, 2025 8:45 AM

To:

Jennifer A. Webster

Subject:

REMINDER: 20th Annual Government-to-Government VAW Tribal Consultation

REGISTRATION & HOTEL RESERVATIONS OPEN!

View this email in your browser



# Registration | Hotel Reservations

Registration and Hotel Reservations are now open for the rescheduled 20th Annual Government-to-Government Violence Against Women Tribal Consultation to be conducted in-person January 21-23, 2026, at the Mystic Lake Casino Hotel in Prior Lake, Minnesota.

Reminder: If you booked a hotel room and/or registered for the previous October dates, your hotel reservation and registration was canceled. You must re-register and reserve your hotel room for the January dates.

All attendees – whether virtual or in-person – must register for the conference.

**Register Now** 

# Jennifer A. Webster

From:

Tribal Consultation Support <TribalConsultation@eventpowerSupport.com>

Sent:

Wednesday, October 22, 2025 1:58 PM

To: Cc: Jennifer A. Webster Jennifer A. Webster

Subject:

TYPO CORRECTION: 20th Annual Government-to-Government VAW Tribal Consultation

I CONSULTATION UPDATE!



# **Postponement Update**

Dear Council Jennifer Webster,

The 20th Annual Government-to-Government Violence Against Women Tribal Consultation, originally scheduled for October 28 – 30, 2025 has been postponed. The new dates for the Consultation are **January 21 – 23, 2026**, at Mystic Lake Casino Hotel in Prior Lake, Minnesota.

The Consultation is being postponed due to the federal government shutdown, which has interfered with the government's ability to ensure sufficient representation from federal agencies at the Consultation, as required by the Violence Against Women Act. We regret any difficulty this postponement causes you.

# **Next Steps:**

- If you have already booked a hotel room for the October Consultation, the hotel will be cancelling your room for you. You will need to re-book your room for the January Consultation.
- We will be cancelling all registrations (in-person & virtual). You will need to re-register for the Consultation. We'll be providing additional information & details soon.

## **Consultation Website:**

https://www.ovwconsultation.org

# For Questions Regarding Registration:

TribalConsultation@eventpowerSupport.com

Public Packet 134 of 305

Approve the travel request - Councilman Kirby Metoxen - Reservation Economic Summit (RES) - Las...

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25				
2.	<ul> <li>Session:</li> <li>Open</li></ul>				
3.	. Requested Motion:  Accept as information; OR  Approve travel request – Councilman Kirby Metoxen – Reservation Economic Summit (RES) – Las Vegas, NV-March 22-27, 2026,				
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  Law Office DTS  Gaming/Retail Boards, Committees, or Commissions  Other: BC				
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List				

Revised: 01/07/2025 Page 1 of 2

Public Packet 135 of 305

6.	<b>Supporting Documents:</b>						
	Bylaws	Fiscal Impact Statement	Presentation				
	Contract Document(s)	Law	Report				
	Correspondence	Legal Review	Resolution Rule (adoption packet) Statement of Effect				
	☐ Draft GTC Notice	Minutes					
	☐ Draft GTC Packet	MOU/MOA					
	E-poll results/back-up	Petition	Travel Documents				
	Other: agenda						
7.	7. Budget Information:						
	⊠ Budgeted – Tribal Contribution						
	Unbudgeted	Not Applicable					
	Other: Describe						
8.	Submission:						
	Authorized Sponsor:	Kirby Metoxen, Councilman					
	Primary Requestor: (Name, Title/Entity)						

Revised: 01/07/2025 Page 2 of 2

# **Oneida Business Committee Travel Request**

1. OBC Meeting D	ate Requested: $\frac{12}{100}$ / $\frac{100}{1000}$	) / 25	e-poll requested						
2. General Information:  Event Name: Reservation Economic Summitt (RES) 2026									
Event Location:	Las Vegas, NV	Attendee(s):	Kirby Metoxen	_					
Departure Date:	03/22/2026	Attendee(s):	:						
Return Date:	03/27/2026	Attendee(s):							
3. Budget Information:									

Cost Estimate: 4021

# 4. Justification:

☐ Unbudgeted

Describe the justification of this Travel Request:

Funds available in individual travel budget(s)

Request for Exception

Requesting an exception to the September 26, 2025 decision to add three additional Business Committee members, would like the request to include Councilman Metoxen.

Meetings: 3/25/26 BC Reg. Mtg

Grant Funded or Reimbursed

The 2026 Reservation Economic Summit (RES) is the premier event for high-level networking, strategic partnerships, business development sessions, and one-on-one consulting, all focused on advancing American Indian enterprises. Hosted by the National Center for American Indian Enterprise Development (NCAIED), RES 2026 embraces the theme Rising Together and brings together tribal leaders, members of Congress, federal agencies, state and local officials, and top CEOs on a national stage.

NCAIED, a 501(c)(3) nonprofit, has spent over 50 years supporting American Indian Tribes and enterprises in achieving economic growth. As the largest national Indian-specific business organization, their motto, We Mean Business, reflects our commitment to empowering Tribal Nations and Native entrepreneurs to create opportunities that strengthen Indian Country today and for generations to come.

Approve travel request - Councilman Kirby Metoxen - Reservation Economic Summit (RES) - Las Vegas, NV-March 22-27, 2026,

#### 5. Submission

Sponsor: Kirby Metoxen, Councilman



- 1) Save a copy of this form for your records. Save a Copy...
- 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

# DRAFT

#### VIII. TRAVEL REQUESTS

A. Approve the travel request - Treasurer Lawrence Barton - RES Summit 2026 - Las Vegas, NV - March 22-27, 2026 (00:17:23)

Sponsor: Lawrence Barton, Treasurer

Motion by Jennifer Webster to approve the travel request for Treasurer Lawrence Barton and two (2) additional Business Committee members to attend the RES Summit 2026 in Las Vegas, NV on March 22-27, 2026, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

B. Approve the travel request - Councilman Kirby Metoxen - Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) - Keshena, WI - October 14-15, 2025 (00:18:35)

Sponsor: Kirby Metoxen, Councilman

Motion by Jonas Hill to approve the travel request for Councilman Kirby Metoxen and one (1) additional Business Committee member to attend the Dept. of Ag, Trade, and Consumer Protection (DATCP) Tourism and Dept. of Natural Resources (DNR) in Keshena, WI on October 14-15, 2025, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Jennifer Webster, Jameson Wilson

Abstained: Kirby Metoxen

Not Present: Lisa Liggins, Marlon Skenandore

C. Approve the travel request - Councilman Jonas Hill - 13th Annual Indian Law CLE - Wisconsin Dells, WI - November 5-7, 2025 (00:19:26)

Sponsor: Jonas Hill, Councilman

Motion by Jameson Wilson to accept the travel request for Councilman Jonas Hill to attend the 13th Annual Indian Law CLE in Wisconsin Dells, WI on November 5-7, 2025, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

Item IX.B. was addressed next.

## IX. NEW BUSINESS

A. Approve the Budget Contingency Plan update (00:30:51)

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Jonas Hill to defer the Budget Contingency Plan update to the November 12, 2025, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Jennifer Webster,

Jameson Wilson

Not Present: Lisa Liggins, Marlon Skenandore

For the record: The Oneida Business Committee, by consensus, recessed at 10:30 a.m. to 11:00 a.m.



# 2026 Agenda

This is a working agenda. Topics and times are subject to change.

Agenda displaying in default Pacific Time (US & Canada) time zone.

# Sunday, March 22, 2026

Attendee Registration Desk Hours 2:00 p.m. - 5:00 p.m. PST Sunday, March 22

Trade Show Exhibitor / Native Art Market Registration Desk

3:00 p.m. - 5:00 p.m. PST Sunday, March 22

# Monday, March 23, 2026

Attendee Registration Desk Hours 7:00 a.m. - 7:00 p.m. PST Monday, March 23

Trade Show Exhibitor / Native Art Market Registration Desk

7:00 a.m. - 7:00 p.m. PST Monday, March 23

Buy Native Business Matchmaking 9:00 a.m. - 5:00 p.m. PST Monday, March 23

## A Unique Land Return Model

10:00 a.m. - 10:50 a.m. PST Monday, March 23 Milano Ballroom III-IV

Track: Nation and Community Building

Amplifying Tribal Voices through Strategic Communications 10:00 a.m. - 10:50 a.m. PST Monday, March 23 Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Financing Clean Energy and Infrastructure Growth in Indian Country

10:00 a.m. - 10:50 a.m. PST Monday, March 23 Milano Ballroom VI

# **Summit Information**

March 23-26, 2026 Caesars Palace Las Vegas, NV

# Stay Connected

#RES2026







# **Stay Updated!**

Sign Up for Summit Updates



# Funding Tools for Tribal Economic Development

10:00 a.m. - 10:50 a.m. PST Monday, March 23

Milano Ballroom I

Track: Finance and Capital

# Innovative Agriculture: Strengthening Food Resiliency and Economic Development

10:00 a.m. - 10:50 a.m. PST Monday, March 23 Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

#### Ins and Outs of the Service Contract Act

10:00 a.m. - 10:50 a.m. PST Monday, March 23

Milano Ballroom II

Track: Government Policy and Contracting

# Resiliency Through Retail: Building Scalable E-commerce Systems for Indigenous Entrepreneurs

10:00 a.m. - 10:50 a.m. PST Monday, March 23 Milano Ballroom V

Track: Innovation, Technology, and Al

# Risk vs. Reward: Using Feasibility Studies to Make Smarter Business Decisions

10:00 a.m. - 10:50 a.m. PST Monday, March 23 Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

#### Native Art Market

10:30 a.m. - 5:00 p.m. PST Monday, March 23

# General Session & Luncheon

11:00 a.m. - 12:45 p.m. PST

## AIBL Elevator Pitch Competition

12:15 p.m. - 12:50 p.m. PST Monday, March 23

Pompeian Ballroom

# Breakout Session - Block 2

1:00 p.m. - 1:50 p.m. PST

## Cultivating the Next Generation of Women Leaders

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Grant Writing 101: Strategies for Winning Proposals

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Neopolitan Ballroom III-IV



# Inspiring the Future: The Role of Storytelling in Cultural Preservation and Tourism

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

# Native Allotments in Alaska and the Future of Economic Sovereignty

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Milano Ballroom II

Track: Government Policy and Contracting

# The Haudenosaunee Journey to the 2028 Olympics

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Milano Ballroom III-IV

Track: Nation and Community Building

# Utilizing Microfinance in Rural Reservations

1:00 p.m. - 1:50 p.m. PST Monday, March 23

Milano Ballroom I

Track: Finance and Capital

# AIBL Student Business Plan Competition

1:30 p.m. - 4:00 p.m. PST Monday, March 23

Pompeian Ballroom

# Breakout Session - Block 3

2:00 p.m. - 2:50 p.m. PST

# Creating a Circular Economy through Tourism

2:00 p.m. - 2:50 p.m. PST Monday, March 23

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

#### Creative Financing In Indian Country

2:00 p.m. - 2:50 p.m. PST Monday, March 23

Milano Ballroom I

Track: Finance and Capital

# Expanding Self-Governance: The Next Chapter of the ISDEAA

2:00 p.m. - 2:50 p.m. PST Monday, March 23

Milano Ballroom II

Track: Government Policy and Contracting

## Improving the HR Processes

2:00 p.m. - 2:50 p.m. PST Monday, March 23

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Mining and Energy Sovereignty: A Discussion on Critical

Minerals on Tribal Lands

2:00 p.m. - 2:50 p.m. PST Monday, March 23



Track: Energy and Natural Resources

# Restoring Dignity, Purpose, and Prosperity Through Meaningful Work

2:00 p.m. - 2:50 p.m. PST Monday, March 23 Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

# We Play Too: Native Leadership in Sports

2:00 p.m. - 2:50 p.m. PST Monday, March 23

Milano Ballroom III-IV

Track: Nation and Community Building

# Breakout Session - Block 4 3:00 p.m. - 3:50 p.m. PST

# 55 Million Acres of Opportunity: Regenerating Tribal Rangelands through Multi-Tribal Raised Beef

3:00 p.m. - 3:50 p.m. PST Monday, March 23 Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

# Myth Busting: A Tribal Leader's Guide to Al

3:00 p.m. - 3:50 p.m. PST Monday, March 23

Milano Ballroom V

Track: Innovation, Technology, and Al

# Transparency and Accountability for Tribal Enterprises

3:00 p.m. - 3:50 p.m. PST Monday, March 23

Milano Ballroom III-IV

Track: Nation and Community Building

# Breakout Session - Block 5

4:00 p.m. - 4:50 p.m. PST

#### A Model for Sustainable Native Economic Development

4:00 p.m. - 4:50 p.m. PST Monday, March 23

Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

# Forecasting the Impacts of Federal Legislation on Tribal Health Care

4:00 p.m. - 4:50 p.m. PST Monday, March 23 Milano Ballroom II

Track: Government Policy and Contracting

## Harnessing the Earth to Empower Nations

4:00 p.m. - 4:50 p.m. PST Monday, March 23

Milano Ballroom VI

Track: Energy and Natural Resources

# PublicnReacketing Events & Receptions

# Professional Headshot Lounge

5:00 p.m. - 7:00 p.m. PST Monday, March 23

# RES 2026 Trade Show Reception

5:00 p.m. - 7:00 p.m. PST Monday, March 23

# Tuesday, March 24, 2026

# Attendee Registration Desk Hours

7:00 a.m. - 5:00 p.m. PST Tuesday, March 24

# Trade Show Exhibitor / Native Art Market Registration Desk

7:00 a.m. - 12:00 p.m. PST Tuesday, March 24

## Native Art Market

7:30 a.m. - 5:00 p.m. PST Tuesday, March 24

# Professional Headshot Lounge

7:30 a.m. - 5:00 p.m. PST Tuesday, March 24

# **General Session**

8:30 a.m. - 11:00 a.m. PST

## AIBL Entrepreneurship Pitch Competition

9:15 a.m. - 10:15 a.m. PST Tuesday, March 24 Pompeian Ballroom

#### **RES 2026 Business Trade Show**

11:00 a.m. - 5:00 p.m. PST Tuesday, March 24

# AIBL Co-Chapter Competition

11:00 a.m. - 12:00 p.m. PST Tuesday, March 24

#### Breakout Session - Block 6

11:15 a.m. - 12:00 p.m. PST

# A Cherokee Approach to Integrating Language and Culture into Economic Development

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24 Milano Ballroom III-IV

Track: Nation and Community Building

## A Sustainable Vision for Tribal Tourism

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24

Milano Ballroom VII-VIII



# Accountability as a Business Imperative

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24 Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Energy Sovereignty in Action: Tribal-Led Microgrids

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24

Milano Ballroom VI

Track: Energy and Natural Resources

# Getting Joint Ventures Off the Ground

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24 Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

# What's Next for Tribal Banking and Investment?

11:15 a.m. - 12:00 p.m. PST Tuesday, March 24 Milano Ballroom I

Track: Finance and Capital

# General Session & Luncheon

12:15 p.m. - 1:45 p.m. PST

# AIBL Chapter of the Year Competition

1:00 p.m. - 3:00 p.m. PST Tuesday, March 24 Pompeian Ballroom

# Breakout Session - Block 7

2:00 p.m. - 2:50 p.m. PST

# Building a Tribal Convenience Store from the Ground Up

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

## Culturally-Grounded Programming for Native Male Health

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Milano Ballroom III-IV

Track: Nation and Community Building

## How to Inspire Bold Leadership

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Is Hemp Next Trillion-Dollar Economy?

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

Successes and Best Practices for Tribal SSBCI

Track: Finance and Capital

# Tribal Environmental Regulatory Sovereignty

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Milano Ballroom VI

Track: Energy and Natural Resources

# Using Data to Measure Electoral Equity in Indian Country

2:00 p.m. - 2:50 p.m. PST Tuesday, March 24

Milano Ballroom II

Track: Government Policy and Contracting

# Breakout Session - Block 8

3:00 p.m. - 3:50 p.m. PST

# Building Export-Ready Indigenous Tourism Enterprises

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

## From Confusion to Clarity!

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

## Lakota In America: 10 Years Later

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom III-IV

Track: Nation and Community Building

# Leveraging the HEARTH Act to Expedite Renewable Energy Leases

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom VI

Track: Energy and Natural Resources

# Native Federal Contracting Policy, Challenges & Opportunities

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom II

Track: Government Policy and Contracting

# Strengthening Cybersecurity for Government Contracts through Compliance

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom V

Track: Innovation, Technology, and Al

# Tariffs, Treaties, and Tribes

3:00 p.m. - 3:50 p.m. PST Tuesday, March 24

Milano Ballroom I

Track: Global Trade and Investment

#### Public Packett Session - Block 9

4:00 p.m. - 4:50 p.m. PST

#### Al's Future in Indian Country

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Milano Ballroom V

Track: Innovation, Technology, and Al

# Bridging Power and Partnership: The Role of Tribal Liaisons in Energy and Utilities

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Milano Ballroom VI

Track: Energy and Natural Resources

#### Prediction Markets and the Future of Tribal Enterprise

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

#### The Future of Medicine is Indigenous: Addressing Gaps in Physician Diversity and Training through an Indigenous School of Medicine

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

#### Tribes and the New Era of Global Commerce

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Milano Ballroom I

Track: Global Trade and Investment

#### Who's Missing? Creating Inclusive Cultural Tourism Narratives

4:00 p.m. - 4:50 p.m. PST Tuesday, March 24

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

#### Networking Events & Receptions

### '40 Under 40' Awards Ceremony and Reception

6:30 p.m. - 8:30 p.m. PST Tuesday, March 24

## Wednesday, March 25, 2026

#### Attendee Registration Desk Hours

7:00 a.m. - 5:00 p.m. PST Wednesday, March 25

#### Native Art Market

8:00 a.m. - 5:00 p.m. PST Wednesday, March 25

#### Professional Headshot Lounge

8:00 a.m. - 5:00 p.m. PST Wednesday, March 25

# **General Session**

9:00 a.m. - 11:00 a.m. PST

#### **RES 2026 Business Trade Show**

11:00 a.m. - 3:00 p.m. PST Wednesday, March 25

#### Compacts, Co-Management, and Co-Investment: Reimagining Federal Partnerships

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Milano Ballroom II

Track: Government Policy and Contracting

#### Growing an International Cannabis Brand

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

#### Leveraging Energy Financing Methods in the Current Federal **Funding Climate**

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Milano Ballroom VI

Track: Energy and Natural Resources

#### Reclaiming Sovereignty through Tribal-Owned Health **Systems**

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Milano Ballroom III-IV

Track: Nation and Community Building

#### Toknawy Vhecety - To Take Care of Money

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

#### You're Fired! Legal Risks of Personnel Management for **Tribally Owned Entities**

11:15 a.m. - 12:00 p.m. PST Wednesday, March 25 Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

## General Session & Luncheon

12:15 p.m. - 1:45 p.m. PST

# Public Packet deral Obligation to Indigenous Innovation: Building the Future of Native K–12 Education

2:00 p.m. - 2:50 p.m. PST Wednesday, March 25 Milano Ballroom III-IV

Track: Nation and Community Building

# Incorporating Housing in Tribal Economic Development Planning

2:00 p.m. - 2:50 p.m. PST Wednesday, March 25 Neopolitan Ballroom III-IV

Track: Entrepreneurship and Growth Opportunities

# The Sovereign Workforce: Building Culturally Rooted Leadership Systems

2:00 p.m. - 2:50 p.m. PST Wednesday, March 25 Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

#### Using Impact Investing to Honor Sovereignty

2:00 p.m. - 2:50 p.m. PST Wednesday, March 25 Milano Ballroom I

Track: Finance and Capital

#### Breakout Session - Block 12 3:30 p.m. - 4:20 p.m. PST

#### A Native-Led Lending Capitalization Model

3:30 p.m. - 4:20 p.m. PST Wednesday, March 25 Milano Ballroom I

Track: Finance and Capital

#### ANCSA and Alaska's Unique Model of Self-Determination

3:30 p.m. - 4:20 p.m. PST Wednesday, March 25 Milano Ballroom III-IV

Track: Nation and Community Building

#### Improving Stakeholder Communication

3:30 p.m. - 4:20 p.m. PST Wednesday, March 25

Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

# Navigating the New Regulatory Landscape for Native-Owned Federal Contractors

3:30 p.m. - 4:20 p.m. PST Wednesday, March 25 Milano Ballroom II

Track: Government Policy and Contracting

#### The Tribal Cannabis Landscape across the U.S.

3:30 p.m. - 4:20 p.m. PST Wednesday, March 25

Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

Tribally Owned Utilities and the Path to Energy Sovereignty

Track: Energy and Natural Resources

# Indigenous Fashion Show & Networking Reception at Drais

Indigenous Fashion Show and Networking Reception 6:30 p.m. - 10:00 p.m. PST Wednesday, March 25

## Thursday, March 26, 2026

Attendee Registration Desk Hours 7:00 a.m. - 12:00 p.m. PST Thursday, March 26

Native Art Market

8:00 a.m. - 2:00 p.m. PST Thursday, March 26

#### Breakout Session - Block 13 9:00 a.m. - 9:50 a.m. PST

Infrastructure Opportunities in Indian Country 9:00 a.m. - 9:50 a.m. PST Thursday, March 26

Milano Ballroom III-IV

Track: Nation and Community Building

Navigating Compensation Strategy in Tribal Governments and Enterprises

9:00 a.m. - 9:50 a.m. PST Thursday, March 26 Neopolitan Ballroom I-II

Track: Workforce, Leadership, and Marketing/Business Development

The Good and the Bad of Joint Ventures 9:00 a.m. - 9:50 a.m. PST Thursday, March 26

Milano Ballroom I

Track: Finance and Capital

#### Breakout Session - Block 14 10:00 a.m. - 10:50 a.m. PST

# Creating Tourism Partnerships That Go Beyond Corporate Checkboxes

10:00 a.m. - 10:50 a.m. PST Thursday, March 26 Milano Ballroom VII-VIII

Track: Utilizing Our Lands: Agribusiness and Tourism

Empowering Citizens: Financial Literacy in Tribal Communities

10:00 a.m. - 10:50 a.m. PST Thursday, March 26

Milano Ballroom I



## Helping Tribes Launch Energy Projects

10:00 a.m. - 10:50 a.m. PST Thursday, March 26

Milano Ballroom VI

Track: Energy and Natural Resources

## Breakout Session - Block 15

11:00 a.m. - 11:50 a.m. PST

# Empowering Tribal Economies through Energy and Mineral Development

11:00 a.m. - 11:50 a.m. PST Thursday, March 26 Milano Ballroom VI

Track: Energy and Natural Resources

Lunch & Closing General Session 12:00 p.m. - 1:30 p.m. PST

# ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

#### **General Travel Information**

Name of Traveler	Kirby Metoxen				
Legal name as it appears on Travelers Driver's License or State ID, no nicknames					
Employee Number					
Destination City	Las Vegas, NV				
Departure date	03/22/2026	Return date	03/27/2026		
Purpose of travel Reservation Exonomic Summit (RES) 2026					
Charged GL Account					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 86.00	
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#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Milea	Multiply by the Mileage rate \$ .625		\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 86.00	0.75	1	\$ 64.50
Per Diem full day at o	lestination	\$ 86.00	1.00	3	\$ 258.00
Per Diem for return to	avel date	\$ 86.00	0.75	1	\$ 64.50
Included meals total					\$ 1.00
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
		Sub-Total = T	ravel Adv	ance	\$ 386.00
Lodging including roo and hotel parking	m, taxes, fees,	\$ 241.00		5	\$ 1,205.00
Airfare					\$ 800.00
Luggage Fees					\$ 80.00
Car Rental					\$ 0.00
Registration	Registration				\$ 1,050.00
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card			\$ 3,635.00		
<b>Total Cost Estimate</b>					\$ 4,021.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date		
Traveler				
Supervisor				

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Approve the travel request - Councilman Jameson Wilson - National Congress of American Indian's...

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR  Approve travel request for Councilman Wilson to attend National Congress of American Indian's Executive Council Winter Session February 7-12, 2025 in Washington, DC.
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  Law Office DTS  Gaming/Retail Boards, Committees, or Commissions  Other: OBC
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name Title/Entity OR Choose from List

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υ.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	⊠ Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	<u> </u>		
	Other: Describe		
	_		
8.	_		
8.	Other: Describe	Jameson Wilson, Councilman	

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#### **Oneida Business Committee Travel Request**

1. OBC Meeting Da	ate Requested: <u>12</u> / <u>10</u> / <u>2</u>	25	e-poll requested			
2. General Information:  Event Name: NCAI Executive Council Winter Session 2026						
Event Location:	Washington, DC	Attendee(s): J	ameson Wilson			
Departure Date:	02/07/2026	Attendee(s):				
Return Date:	02/12/2026	Attendee(s):				
3. Budget Informa	ation:					
<ul><li>Funds availab</li><li>Unbudgeted</li></ul>	ole in individual travel budget(s)	Cost Estimate:	\$3000.00			
Grant Funded	d or Reimbursed					
4. Justification:						
Describe the just	ification of this Travel Request:					
American India meeting prese	e Council Winter Session is the an ans (NCAI) Executive Council, on ents an opportunity for Tribal delegated by and helps to further the government.	e of NCAI's three gates to hear fror	e main governing bodies. This members of Congress and the			

Administration and helps to further the government-to-government relationship between Tribal Nations and the federal government.

As a newly elected NCAI Midwest Region Vice President Alternate, a portion of my responsibility is to attend the Executive Council Meetings. The 2026 NCAI Executive Council Winter Session is being held in Washington, DC on February 8 - 11, 2026 at the DC Convention Center.

#### 5. Submission

Sponsor: Jameson Wilson, Councilman

- 1) Save a copy of this form for your records. Save a Copy...
- 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

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Approve the travel request in accordance with § 219.16-1. - Oneida Nation Veteran Affairs Committee - for

## **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information:  Session:   Open	<ul><li>Executive – must qualify</li><li>Justification: DRAFT ma</li></ul>	•
3.	Supporting Documents:  Bylaws Contract Document(s) Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Describe	<ul> <li>☐ Fiscal Impact Statement</li> <li>☐ Law</li> <li>☐ Legal Review</li> <li>☑ Minutes</li> <li>☐ MOU/MOA</li> <li>☐ Petition</li> </ul>	<ul> <li>□ Presentation</li> <li>□ Report</li> <li>□ Resolution</li> <li>□ Rule (adoption packet)</li> <li>□ Statement of Effect</li> <li>☑ Travel Documents</li> </ul>
4.	Budget Information:  Budgeted  Not Applicable	<ul><li>☐ Budgeted – Grant Funded</li><li>☐ Other: Describe</li></ul>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	John Breuninger, Secretary/C Affairs Committee	neida Nation Veteran
	Primary Requestor:	Amber Martinez, Recording C	lerk
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	AMARTIN3	



#### Memorandum

TO: Oneida Business Committee

FROM: John Breuninger, Secretary

DATE: December 1, 2025

RE: Oneida Nation Veteran Affairs Committee travel request to Sacaton, AZ.

February 21, 2026, and February 22, 2026, for Iwo Jima Flag Raising Event

The Oneida Nation Veteran Affairs Committee (ONVAC) is respectfully requesting approval from the Oneida Business Committee for nine (9) members and the Tribal Veteran Service Officer to attend the 81st Anniversary of the Iwo Jima Flag Raising Commemoration at the Ira H. Hayes Veterans Memorial Park in Sacaton, AZ. February 21, 2026, and February 22, 2026. ONVAC approved their travel dates to be from February 19, 2026, and returning on February 23, 2026.

Please find attached the following documents:

- 1. The Ira H. Hayes 81st anniversary Iwo Jima Flag Raising invitation flyer.
- 2. The ONVAC minutes approving travelers and dates of travel.
- 3. Travel Authorization requests for travelers for nine (9) ONVAC members and the Tribal Service Officer.
- 1-7. Training and Conferences. ONVAC members shall attend and participate in various trainings and/or conferences that the ONVAC Chairperson or a majority of the members in attendance at an ONVAC meeting of an established quorum deem necessary for members to responsibly serve ONVAC and/or maintain the knowledge, skills and abilities required of them to perform the on-going activities relating thereto.

The ONVAC acknowledges the importance of having members attend this event.

Funding for the ONVAC travelers and the Tribal Veteran Service Officer will come out of the ONVAC budget for FY 2026, in accordance with the Oneida Travel and Expense policy § 219.16-1.

#### **Requested Action**

Approve the travel request in accordance with the Oneida Travel and Expense policy § 219.16-1. – Oneida Nation Veteran Affairs Committee – for nine (9) members and the Tribal Veteran Service Officer– to attend the 81<sup>st</sup> Anniversary Iwo Jima Flag Raising Event with approved travel dates to be from February 19, 2026, through February 23, 2026.



Luncheon hosted by American Legion Auxiliary Unit No. 84 with St. Peters Church and School. Event sponsored by American Legion Ira H. Hayes Post No. 84 and Auxiliary Unit No. 84. Mailing Address: P.O. Box 186, Sacaton, AZ, 85147 / Phone: 520.562.8484 / Fax: 520.562.3297 / Email: ihpost84@gilanet.net Web: www.irahayespost84.org

# ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

#### **General Travel Information**

Name of Traveler	SAMPLE				
Legal name as it appears on Travelers Driver's License or State ID, no nicknames					
Employee Number					
Destination	Sacaton, Arizona				
Departure date	02/19/2025	Return date	02/23/2025		
Purpose of travel 81st Anniversary Iwo Jima Flag Raising Event					
Charged GL Account	4273012-000-701000	0-000			

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day	\$ 68.00	Lodging rate per day		\$ 110.00
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#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Milea	ge rate	\$ .625	\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 68.00	0.75	1	\$ 51.00
Per Diem full day at o	destination	\$ 68.00	1.00	3	\$ 204.00
Per Diem for return to	ravel date	\$ 68.00	0.75	1	\$ 51.00
Subtract included me	als				
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
		Sub-Total = T	ravel Adv	/ance	\$ 306.00
Lodging including roo and hotel parking	m, taxes, fees,	\$ 130.00		4	\$ 520.00
Airfare					\$ 1,500.00
Luggage Fees					
Car Rental					\$ 300.00
Registration					\$ 0.00
Sub-Total = Virtual Card				\$ 2,320.00	
Allowable price adjustment				\$ 500.00	
<b>Total Cost Estimate</b>					\$ 2,820.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date		
Traveler				
Supervisor				

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#### VI. OLD BUSINESS / TABLED BUSINESS

A. Discuss the Oneida Nation Veteran Affairs Committee Apparel (Standing Item) (no backup)
Sponsor: John Breuninger, Secretary

No action taken

#### VII. NEW BUSINESS

#### A. Determine next steps for Bridge Lighting Event

Sponsor: Dale Webster, Member

No action taken

B. Approve Oneida Nation Veteran Affairs Committee FY2026 regular meeting schedule Sponsor: John Breuninger, Secretary

Motion by Myron Vieau to approve the FY2026 meeting schedule with moving the November 11<sup>th</sup> meeting to November 18<sup>th</sup>, seconded by Deke Suri. Motion carried:

Ayes: John Breuninger, Kerry Metoxen, Benjamin Skenandore, Lynn Summers,

Deke Suri, Myron Vieau, Dale Webster

C. Donations

Sponsor: Amber Martinez, Recording Clerk

1. Native American Fish and Wildlife Donation

No action taken

2. KUNHI-YO Event Donation

No action taken

D. Discuss Brown County United Way, Centennial Gala Event at Lambeau Field November 8, 2025

Sponsor: Connor Kestell, Veterans Service Manager

No action taken

#### E. 2026 Ira Hayes Invitation

Sponsor: John Breuninger, Secretary

Motion by John Breuninger to apply for Ira Hayes and request BC approval for all ONVAC members and Connor Kestell to attend, seconded by Kerry Metoxen. Motion carried:

Ayes: John Breuninger, Kerry Metoxen, Benjamin Skenandore, Lynn Summers,

Deke Suri, Myron Vieau, Dale Webster

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Enter the e-poll results into the record regarding the approved travel request for Councilman Kirby...

## **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25	
2.	General Information:  Session:   Open	Executive – must qualify  Justification: DRAFT ma	•
3.	Supporting Documents:  Bylaws	Fiscal Impact Statement	☐ Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	☐ Minutes	Rule (adoption packet)
	── Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
4.	Budget Information:  Budgeted  Not Applicable	☐ Budgeted – Grant Funded☐ Other: <i>Describe</i>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:		
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	

From: <u>Secretary</u>

To: Secretary; Tehassi Tasi Hill; Lawrence E. Barton; Lisa A. Liggins; Kirby W. Metoxen; Jennifer A. Webster;

Jameson J. Wilson; Marlon G. Skenandore; Jonas G. Hill

Cc: Danelle A. Wilson; Rhiannon R. Metoxen; Kristal E. Hill; David P. Jordan; Janice M. Decorah; Fawn J. Billie; Fawn

L. Cottrell; BC Agenda Requests

Subject: E-POLL RESULTS: Approve the travel request - Councilman Kirby Metoxen - Pojoaque Pueblo Feast Day -

Pojoaque, NM - December 11-14, 2025

Date: Wednesday, December 3, 2025 9:48:59 AM

Attachments: BCTR Approve the travel request - Councilman Kirby Metoxen - Pojoaque Pueblo Feast Day - Pojoaque, NM - Dec

11-14, 2025.pdf

image002.png

#### E-POLL RESULTS

The e-poll to Approve the travel request - Councilman Kirby Metoxen - Pojoaque Pueblo Feast Day - Pojoaque, NM - December 11-14, 2025 **has carried**. Below are the results:

Support: Lawrence Barton, Lisa Liggins, Kirby Metoxen, Jennifer Webster, Jameson Wilson

#### Yawa?kó

#### **Brooke Doxtator**

Boards, Committees, and Commissions Supervisor Government Administrative Office (GAO)

office 920.869.4452

**From:** Secretary <TribalSecretary@oneidanation.org>

Sent: Monday, December 1, 2025 8:53 AM

**To:** Secretary <TribalSecretary@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>; Lawrence E. Barton <lbarton2@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Jameson J. Wilson <jwilson@oneidanation.org>; Marlon G. Skenandore <mskenan1@oneidanation.org>; Jonas G. Hill <jhill1@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve the travel request - Councilman Kirby Metoxen - Pojoaque Pueblo Feast Day - Pojoaque, NM - December 11-14, 2025

#### **E-POLL REQUEST**

#### **Summary:**

Councilman Metoxen has been extended an invitation to attend the Pojoaque Pueblo Feast Day by PaaWee Rivera. Pojoaque Pueblo Feast Day, a valuable cultural exchange that strengthens intertribal relationships and supports Oneida's commitment to cultural

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continuity. This event showcases Pueblo traditions and governance, providing opportunities to share best practices in cultural preservation. Councilman Metoxen's participation will foster collaboration, promote cultural understanding, and reinforce Oneida's leadership role in intertribal networks, advancing long-term goals for partnership and community resilience.

#### **Justification for E-Poll:**

Councilman Metoxen received the event invitation over the weekend and would like to confirm travel arrangements as soon as possible to ensure availability and timely booking. The next Business Committee meeting is scheduled for December 10, 2025, which does not allow sufficient time for approval before the planned travel date of December 11, 2025.

#### **Requested Action:**

Approve the travel request – Councilman Kirby Metoxen – Pojoaque Pueblo Feast Day - Pojoaque, NM – December 11-14, 2025

#### **Deadline for response:**

Responses are due no later than 4:30 p.m., Tuesday, December 2, 2025.

#### Voting:

Use the voting button above, if available; OR Reply with "Support" or "Oppose".

#### Yawáko,

#### **Brooke Doxtator**

Boards, Committees, and Commissions Supervisor Government Administrative Office (GAO)

office 920.869.4452



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## **Oneida Business Committee Travel Request**

1. OBC Meeting Date Requested: / /	e-poll requested					
2. General Information:  Event Name: Pojoaque Pueblo feast	t day					
Event Location: Pojoaque, NM	Attendee(s): Kirby Metoxen					
Departure Date: 12/11/2025	Attendee(s):					
Return Date: 12/14/2025	Attendee(s):					
<ul> <li>Budget Information:</li> <li>Funds available in individual travel budget(s)</li> <li>Unbudgeted</li> <li>Grant Funded or Reimbursed</li> </ul>	Cost Estimate:					
<b>4. Justification:</b> Describe the justification of this Travel Request:						
Describe the justification of this Travel Request:  Councilman Metoxen has been extended an invitition to attend the Pojoaque Pueblo Feast Day, a valuable cultural exchange that strengthens intertribal relationships and supports Oneida's commitment to sovereignty and cultural continuity. This event showcases Pueblo traditions and governance, providing opportunities to share best practices in cultural preservation. Councilman Metoxen's participation will foster collaboration, promote cultural understanding, and reinforce Oneida's leadership role in intertribal networks, advancing long-term goals for partnership and community resilience.						
<b>5. Submission</b> Sponsor: Kirby Metoxen, Councilman	<b>~</b> ]					
<ol> <li>Save a copy of this form for your records.</li> <li>Print this form as a *.pdf OR print and scan this form</li> </ol>						

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

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#### https://pojoaque.org/

#### https://pojoaque.org/visit/arts-culture/



# Pueblo Feast Days

POJOAQUE

"Feast Days" at each of the Pueblos are named after the Pueblos' patron saint. The Pueblos open up their respective Feast Days to the public where visitors can view the revenant dances and songs offered on those days.

Feast Days bring tribal members together to renew their culture, language and native religion. On those days, families prepare food for the many invited visitors coming through their homes, and participate in the activities taking place on their Feast Day. Pueblo Feast Day Dates do not change and are held on the same date each year.

The Pueblo of Pojoaque Feast Day is held annually on December 12 at the Pueblo's plaza. (near the Tribal Council Chambers & Early Childhood Center)

#### Etiquette

While the Pueblo people are traditionally generous and welcoming, there are etiquette guidelines that should be followed to avoid violations of their customs or misunderstandings. Here are suggestions for ensuring that your visit to a pueblo is enjoyable for everyone involved:

- Use the visitor center or tribal office as the first point of contact. (Remember that both are closed on feast days.)
- · Observe all rules and regulations of the individual pueblos. Obey all signs and do not enter off-limit areas.
- Obey all traffic, parking and speed limit signs.
- Homes are private. Do not enter without an invitation.
- . Do not climb walls or other structures as they may be hundreds of years old and easily damaged.
- Kivas and graveyards are not to be entered by non-Pueblo people.
- Please control children and make sure that they are respectful.
- Stay in the immediate village area, do not wander
- Do not pick up, remove or disturb any artifact or objects such as pieces of broken pottery, plants, rocks or animals.
- Do not bring alcohol, weapons, drugs or pets into Pueblo communities.

There are also some rules for courteous behavior when attending ceremonial dances and feast days. The first is to realize that the dances are religious in nature and not staged performances. As such, they should be observed with respect and quiet attention. Talking or asking questions of dancers or non-dance participants should be avoided. Applause after dances is not appropriate. On feast days, when many families open their homes, it is courteous to accept an invitation to eat but not to linger or offer more than heartfelt thanks for the hospitality.



# ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

#### **General Travel Information**

Name of Traveler	Kirby Metoxen			
Legal name as it appea	Legal name as it appears on Travelers Driver's License or State ID, no nicknames			
Employee Number				
Destination City	Pojoaque, NM			
Departure date	12/11/2025	Return date	12/14/2025	
Purpose of travel	Cultural Exchange			
Charged GL Account				

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 68.00				
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#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Personal Automobile Mileage Expenses					
Total miles		Multiply by the Mileage rate		\$ .625	\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 68.00	0.75	1	\$ 51.00
Per Diem full day at o	lestination	\$ 68.00	1.00	2	\$ 136.00
Per Diem for return tr	avel date	\$ 68.00	0.75	1	\$ 51.00
Included meals total					\$ 1.00
Miscellaneous expen-	ses: taxi,				
parking, fees, etc.					A 007.00
		Sub-Total = Travel Advance			\$ 237.00
Lodging including room, taxes, fees, and hotel parking		\$ 130.00		3	\$ 390.00
Airfare					\$ 500.00
Luggage Fees					\$ 80.00
Car Rental					\$ 200.00
Registration					\$ 0.00
Allowable price adjus				\$ 500.00	
Sub-Total = Virtual Card			d	\$ 1,670.00	
Total Cost Estimate				\$ 1,907.00	

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

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## Approve the Oneida Trust Enrollment Committee Bylaws

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/20
2.	Session:  Open  Executive – must qualify under §107.4-1.  Justification: Choose or type justification
3.	Requested Motion:
	☐ Accept as information; OR
	Motion to adopt revised Oneida Trust Enrollment Committee bylaws.
4.	Areas potentially impacted or affected by this request:  □ Finance □ Programs/Services
	Law Office DTS
	☐ Gaming/Retail ☐ Boards, Committees, or Commissions
	Other:
5.	Additional attendees needed for this request:
	Enter (Name, Title/Entity) OR Choose from List
	Enter (Name, Title/Entity) OR Choose from List
	Enter (Name, Title/Entity) OR Choose from List
	Enter (Name, Title/Entity) OR Choose from List

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	☐ Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	☐ Budgeted – Tribal Contri	bution Budgeted – Grar	nt Funded
	☐ Unbudgeted	☐ Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	John Danforth, Trust Enrollm	ent Director
	Primary Requestor:	Yasiman Metoxen, TE Execu	tive Assistant

Revised: 01/07/2025 Page 2 of 2



#### **MEMORANDUM**

To: Oneida Business Committee

From: John J. Danforth

Date: November 19<sup>th</sup>, 2025

**Subject:** Oneida Trust Enrollment Committee Revised Bylaws

Oneida Business Committee,

On June 27, 2024, the Oneida Trust Enrollment Committee took action to approve updates to their bylaws. The updated language of the bylaws is attached. The vote by OTEC to approve the updates was unanimous and the meeting minutes from June 27, 2024, were approved the following month on July 15, 2024 and the minutes were signed by the OTEC Secretary at that time.

Requested Action: Motion to adopt revised OTEC bylaws

John J Danforth Director Oneida Trust Enrollment



# ONEIDA TRUST ENROLLMENT COMMITTEE REGULAR MEETING (Directly follows Joint) 27 June 2024 4:30 p.m.

#### **MINUTES**

Vision Statement – "Sustain the Oneida membership and protect our trust assets."

Mission Statement – "To exercise stewardship over tribal enrollment and trust assets while providing leadership to sustain the Tribe."

Oneida Trust Enrollment Committee Members Present: Jermaine Delgado, Jennifer Hill-Kelley, Norbert Hill Jr., Geraldine Danforth, Pamela Ninham

Oneida Trust Enrollment Committee Members Excused: Jameson Wilson, Dylan Benton, Kirsten Van Dyke, Dorothy Ninham.

Others Present: John Danforth, , Carl Artman, Terry Cornelius

#### I. Call Meeting to Order and Roll Call

Jermaine Delgado called the meeting to order at 4:35 pm

Jermaine Delgado -Present Norbert Hill Jr.-Present Geraldine Danforth-Present Pamela Ninham- Present Jennifer Hill-Kelley -Present Jameson Wilson-Not Present Dylan Benton-Not Present Dorothy Ninham- Not Present Kirsten Van Dyke-Not Present

#### II. Adoption of Agenda

Jennifer Hill-Kelley motioned to adopt the agenda with. Seconded Geraldine Danforth. Motion carried unanimously.

#### III. Minutes - Needs Approval

17 June 2024 Regular OTEC Meeting

Jennifer Hill-Kelley motioned to approve June 17, 2024, Regular OTEC Meeting minutes. Seconded Norbert Hill Jr. Motion carried unanimously.

#### IV. Old Business

A. OnAyote?a·ká ni? Project Plan (OPP)-Jameson Wilson 06-27-24 – Discussed at Joint Meeting. Request to Approve Update No action taken.

Jennifer Hill-Kelley motioned to accept as FYI. Seconded Geraldine Danforth. Motion carried unanimously.

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- B. Sustain Oneida Initiative John Danforth 06-27-24 **No Update**No action taken.
- C. OTEC Bylaw Revisions/Compliance to BCC Law/Amendments to BCC Law Carl Artman 06-27-24 Discussed at Joint Meeting. Request to Approve Update Norbert Hill Jr. motioned to approve the Bylaws as presented. Seconded Pamela Ninham. Motion carried unanimously.
- D. EEGWT/OLIPP Stand Alone Trust John Danforth 06-27-24 –

Discussion. Joint meeting was cancelled. No actuarial study provided by Treasurer. Jennifer Hill-Kelley motioned to accept update for EEGWT/OLIPP Stand Alone Trust as FYI. Seconded Geraldine Danforth. Motion carried unanimously.

#### V. New Business

A. OTEC-OBC Annual MOA – Carl Artman/John Danforth 12-28-23-Per request of Treasurer at 12/28/2023 Quarterly meeting, addition of financial language needed to be added to annual MOA. 06-27-24 – \*Reminder\* No action taken.

#### VI. Reports

A. Trust Fund Performance – Terry Cornelius
06-27-24 – Status Update – Request to Approve Report
Jennifer Hill-Kelley motioned to approve report. Seconded Pamela Ninham. Motion carried unanimously.

B. Endowment Report – Terry Cornelius 06-27-24 – Status Update – **Request to Approve Report**Jennifer Hill-Kelley motioned to approve report. Seconded Geraldine Danforth. Motion carried unanimously.

C. Socially Responsible Investing (SRI) – John Danforth 06-27-24 – Status Update – **Request to Approve Report**No action taken. Discussed at June 17, 2024, Regular OTEC Meeting.

D. Membership Report – John Danforth
06-27-2024 – **Request to Approve Report**Pamela Ninham motioned to accept report. Seconded Jennifer Hill-Kelley. Motion carried unanimously.

Regular Trust Enrollment Committee Minutes 27 June 2024 Page **3** of **3** 

#### XI. Roll Call & Adjourn

Jermaine Delgado-Present Geraldine Danforth -Present Jennifer Hill-Kelley-Present Pamela Ninham-Present Norbert Hill Jr.-Present Jameson Wilson-Not Present Dylan Benton-Not Present Kirsten Van Dyke – Not Present Jennifer Hill-Kelley- Not Present

Jennifer Hill-Kelley motioned to adjourn meeting. Seconded Geraldine Danforth. Motion carried unanimously. Meeting adjourned at 5:40 pm.

Respectfully submitted,

Geraldine, Danforth, Secretary

enessa Cardish, Recording Secretary

Minutes Approved as written/corrected on: \_\_\_07/15/2024\_\_\_\_\_

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#### MEMORANDUM

**TO:** Oneida Trust Enrollment Committee

FROM: Carl J. Artman, Staff Attorney Carl Artman

**DATE:** March 12, 2024

**SUBJECT:** Business Committee Member Serving on Oneida Trust Enrollment Committee

#### **Question Presented:**

The Oneida Trust / Enrollment Committee ("OTEC") asked the Oneida Law Office for a legal opinion regarding the assignment of Business Committee members ("BC Member") to OTEC, and specifically how OTEC BC liaison is chosen:

GTC Resolution No. 74-6-5: Be It Further Resolved that the Trust Committee consists of nine members, one of whom will be a member of and represent the Oneida Tribal Business Committee, that the Tribal Chairman at times will be an ex-officio (nonvoting) member of the Trust Committee.

#### Short Answer:

GTC Resolution No. 74-6-5 requires a BC member serve on OTEC but it does not direct how the member is chosen, if it is a council member, or a specific officer; it mandates only a BC member that will represent the BC.

#### Analysis:

The General Tribal Council of the Oneida Nation prospectively concluded in 1974 the Tribe would soon have in excess of one million dollars in accumulated funds available for any tribal use approved by the GTC and the Secretary of the Interior. GTC Resolution No. 74-4-28. The Tribe sought to use the funds for the long-term well-being of the individuals and the "collective Tribe." *Id.* The GTC outlined and approved a plan at the April 28, 1974 GTC Meeting to select a Trust Committee from amongst its membership, delegate the selection of financial managers to that Committee, and mandate the Committee develop a trust administration plan for the oversight and growth of funds allocated to the trust.

The GTC convened six weeks later and established the Trust Committee through support of GTC Resolution No. 74-6-5 on June 5, 1974. As noted above, the GTC mandated one of the

nine members of the Trust Committee would be a BC Committee member. The Oneida Trust / Enrollment Committee and General Tribal Council reaffirmed their commitment to the GTC intent expressed nearly 40 years earlier when they approved the Oneida Trust / Enrollment Committee Bylaws on February 28, 2012 and July 2, 2012 respectively. Article I Section 4 of the Bylaws declares in a near verbatim recitation of the GTC Resolution 74-6-5 that "the Oneida Trust / Enrollment Committee shall be composed of nine (9) members, one (1) of whom will be a member of and represent the Oneida Business Committee." Oneida Trust / Enrollment Committee Bylaws, Article I, Section 4.

#### Contemporary Procedures for Choosing OBC Member:

The council member with the highest number of votes in the triennial Oneida Nation election is assigned to OTEC pursuant to Resolution No. 74-6-5. This BC member is an active member of OTEC, acts as a liaison to the OBC on behalf of OTEC, represents her or his Oneida constituents, and retains his or her right to speak freely on matters before them be it at OTEC or the BC. The BC member serving on OTEC fulfills a job responsibility chosen by accepted process, mandated by law and procedure, and without limitations that may impede other BC members liaising only for other boards, committees, and commissions.

#### **Conclusion**:

The language within GTC Resolution No. 74-6-5 mandates a BC member serve on OTEC, but it does not specify how the BC member is chosen or if it must be a specific officer within the BC. The BC has chosen the process for this selection and this is reflected in the proposed version of the OTEC Bylaws, attached herein.



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.>KF3!,KMG>HĀ 4 KRLMF5! 3I DH 9ACCR! <>H0 DAAGĀ 5R@E>Ā6!Ā=EMMA Ä!& \$\$%#



#### MEMORANDUM

**TO:** Oneida Trust Enrollment Committee

FROM: Carl J. Artman, Staff Attorney Carl Artman

**DATE:** December 6, 2023

**SUBJECT:** Review of Proposed Oneida Trust and Enrollment Committee Bylaws drafted

pursuant to the Boards, Committees, and Commissions Law as amended

#### **Question**:

Does the Oneida Nation Boards, Committees Law (BCC Law) and its Bylaws provision, 1 O.C. 105.10, and the Oneida Trust Enrollment Committee (OTEC) Bylaws created therefrom, impede OTEC from fulfilling its mandates as created by the General Tribal Council (GTC)?

#### <u>Legal Foundation of the Oneida Trust Enrollment Committee:</u>

The GTC established OTEC through adoption of GTC Resolution 04-28-74. GTC initially charged OTEC to manage and distribute a per capita from the Emigrant New York Indian Claims Award Docket 75 Trust Fund. GTC Resolution No. 74-4-28. OTEC's funds oversight role expanded to include management of several other of the Nation's trust and endowment funds, administer the Minor Per Capita Trust Fund, and monitor funds held in the name of the Nation at the Bureau of Indian Affairs. Oneida Trust/Enrollment Committee Bylaws, July 2, 2012. The GTC expanded OTEC's duties to include enrollment of new members, management of the Nation's membership rolls, and ensuring the Nation's membership adhered to the Oneida Nation Constitution's requirements and subsequent laws promulgated by the GTC regarding membership. 1 O.C. 124 et seq. See also Constitution and Bylaws of the Oneida Nation, Article II.

From its inception in 1974 to today, OTEC has expanded from managing a specific tranche of settlement monies to overseeing a wide range of trusts, investments, and distributions while simultaneously managing the membership roll of the Oneida Nation. The Nation presaged and memorialized each of OTEC's new duties in substantive laws, be it in the form of a statute indexed in the Oneida Code of Laws, a GTC resolution, or an Oneida Business Committee (OBC) resolution. For example, GTC Resolution No. 74-4-28 created the Trust Committee to manage appropriated settlement funds. The GTC reaffirmed the role of the Trust Committee and elevated it above the BIA for managing and distributing the Nation's federal funds, and it endorsed the Trust Committee's trust plan. BC Resolution No. 10-16-84-A and BC Resolution No. 03-14-18-A delegated, amended, and affirmed OTEC's primary responsibility for the

development and management of the Oneida Nation Tribal Identification program, including the ability to engage in rulemaking.

The Membership Law, 1 O.C. 124, delegated to OTEC the responsibility for maintaining the official rolls of the Nation. 1 O.C. 124.5. The Endowments Law, 1 O.C. 131.6, stated OTEC "shall have exclusive control of the investment and collection of principal, interest and investments of all monies deposited in, and income derived from, all Oneida Nation endowment fund accounts." *Id.* At 131.6-1. It authorized OTEC "to accept contributions or other instruments from private donors for the purpose of establishing endowment fund accounts and shall notify the Oneida Finance Committee immediately upon receipt." *Id.* At 131.6-2. And it directed OTEC to provide annual financial reports to the GTC and OBC on these monies. *Id.* at 131.6-3. The Oneida Per Capita Law, 1 O.C. 123, mandated OTEC, with regards to the management and distribution of per capita funds:

- (a) Manage trust accounts related to per capita payments with fiduciary responsibility;
- (b) Maintain the Nation's membership rolls so that the Trust Enrollment Department can accurately identify which Tribal members are eligible for distribution;
- (c) Provide input to the Finance Department regarding per capita matters included in the Nation's revenue allocation plan;
- (d) Be responsible for any activities not specifically identified but reasonably related to the responsibilities in this sub-section; and
- (e) Enter into a Per Capita Trust Agreement and Memorandum of Agreement with the Oneida Business Committee.

1 O.C. 131.6-1.

"Substantive law" created OTEC and delegated responsibilities to it in the fifty years of its existence. The laws directed or mandated OTEC engage in certain actions for the protection of the Nation and ensured the Nation's members are informed thereof. The laws established parameters and conduct for OTEC, such as maintaining confidentiality of membership rolls or the procedures for enrolling new members. The laws imbued OTEC with the power and authority to safeguard the funds and membership records of the Oneida Nation.

OTEC's current bylaws were adopted by OTEC on February 28, 2012, and approved by the GTC on July 2, 2012. The OBC adopted the current form of the Boards, Committees, and Commissions Law (BCC Law) on August 12, 2020. 1 O.C. 105. The BCC Law is a "procedural law."

#### Oneida Nation Boards, Committees, and Commissions Law:

The BCC Law encompasses procedural aspects of the Nation's boards, committees, and commissions. It outlines a consistent structure administrative policies for the appointed and elected boards of the Nation. The law details the administrative operations of these entities, ensuring they function within the framework of the Nation's governance structure, legal system, and budgetary process.



The BCC Law is not drafted to apply to a specific board, committee, or commission. The law creates a consistent structure in which all boards, committees, and commissions operate, report, and offer transparency and predictability in their operations, no matter the goals for which they were created to achieve. The law relieves the entities of an administrative burden and creates tribal-wide consistency. It mandates the form of the bylaws while leaving sufficient room for each entity to embrace their historical uniqueness; the law determines procedures for e-polling, reporting, and filling vacancies; it reiterates the confidentiality and conflicts of interest requirements in the Nation's Code of Ethics; and it addresses the amounts and frequency of stipend payments and methods for reimbursements. The law creates a common and knowable basis from which all boards, committees, and commissions may operate.

The BCC Law ensures the Oneida Nation's governance structures operate effectively, transparently, and in the best interests of the community while providing mechanisms for addressing various administrative and policy needs.

#### Substantive Law versus Procedural Law:

Substantive law and procedural law are two fundamental aspects of the legal system, each playing a distinct yet interconnected role in the application and interpretation of law.

Substantive law refers to laws governing how members of a society are to behave. It defines rights and responsibilities in civil law, and crimes and punishments in criminal law. This law is concerned with the substance of the law, i.e., the "what" of the law. It determines what each law is about, the criteria to be met, and the legal consequences of actions. For instance, in criminal law, substantive law defines what constitutes a crime such as theft, murder, or assault, and prescribes the punishment for each offense. In civil law, it deals with the rights and duties between individuals, like laws pertaining to contracts, property, and family matters. Substantive laws set rules and goals for its subject, delegates the responsibility for oversight or enforcement of those rules, and creates remedies when those rules are violated.

The Oneida Nation's directives creating the Trust Committee, tasking it with the creation and management the Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin, and directing OTEC to implement other trusts for the benefit of the Nation are substantive laws. The Membership Ordinance defined OTEC's responsibilities for all aspects of tribal enrollment including the maintenance of the rolls for the Nation and is a substantive law. These laws create rules and goals for preserving and growing trusts accounts or overseeing the membership rolls; the GTC delegated authority to and the OBC empowered OTEC to meet the goals and enforce the rules established by the laws; and the laws empowered OTEC to administer remedies for its matters, such as reviewing the rolls and ensuring members receive their per capita payments.

Procedural law focuses on the process or procedure used to enforce legal rights and obligations. It lays down the methods and means by which substantive law is applied by those directed to manage or enforce the rules. Procedural law ensures fairness and consistency in the legal process. The body of law referred to as "administrative law" exemplifies a procedural law. Administrative law is a branch of law that governs the activities of administrative agencies of government. It primarily deals with the exercise of government authority by these agencies, as



well as the procedures and rules they must follow. Administrative law oversees how government agencies operate. It ensures they act within the scope of their authority and comply with the law.

The BCC Law, Code of Ethics, Administrative Rulemaking Law, and the Legislative Procedures Act are procedural laws within the Oneida Nation's Code of Laws. The Oneida Nation Gaming Ordinance, Oneida Law Enforcement Ordinance, and the Oneida Life Insurance Plan Law are substantive laws.

#### Proposed Oneida Trust Enrollment Committee Bylaws:

"All entities of the Nation shall have bylaws that conform to the requirements of" the BCC Law. 1 O.C. 105.10-1. The proposed OTEC bylaws, dated 2021-02-17 and attached, conform to the BCC Law. All sections have been drafted, albeit by the Legislative Reference Office, in detailed accordance with the BCC Law, including limitations on the number of meetings (24) for which stipends may be paid in a year. The 2021 proposed OTEC Bylaws offer more detail and limitations compared to the approved 2012 bylaws, but these changes come in the wake of the 2020 amendments to the BCC Law. The expansion of the bylaws from the earlier version were due to additional obligations and need for consistency between all boards, committees, and commissions, whether elected or appointed no matter their date or source of their creation.

#### Conclusion:

The growth of the Nation over the last fifty years has seen an expansion of the government to meet the needs of the growing Nation and the services provided thereto. The boards, committees, and commissions provide valuable input to the government and oversight over critical aspects of the Nation from education, environmental health, land use and acquisition, elder services, law enforcement, and trust and enrollments. The expansion and reliance upon these appointed and elected entities requires a consistent infrastructure through which the public and the entities may be assured of consistent and transparent actions, reporting, meetings, and budgeting that adheres to the substantive and procedural laws of the Nation.

OTEC is on the cusp of celebrating its 50<sup>th</sup> year of service to the Nation. It began with the investment and management of \$1,000,000 of a settlement with the federal government to the investment and management of hundreds of millions of dollars for the benefit of all the Nation's members, including the elderly and minors. It ensures the Oneida Nations rolls consist of only those that meet the standards first established in the Nation's Constitution and as amended thereafter.

The BCC Law does not diminish this history or the intent of the GTC in its creation and expansion of OTEC. The BCC Law is inherently non-discriminatory to OTEC or any other board, committee, or commission, as it is a procedural law written to ensure all entities adhere to the Nation's Code of Ethics, act with awareness of the Nation's budget and finances, and respect for the goals for which the entities were created. The BCC Law does not, in intent or application, impact the GTC mandated goals of OTEC; but rather it provides a structure that promotes transparency and relieves OTEC and other entities of the administrative burden of



creating bylaws and interpreting laws, tasks that would force the entities to not focus on their actual goals and purposes.

This memorandum concludes the BCC Law is a procedural law, fundamentally neutral in its application and without bias towards any board, committee, or commission. The proposed OTEC bylaws, drafted pursuant to and in accordance with the BCC Law, respect the historical role of OTEC, captures its GTC mandated goals, purposes, powers and duties, and eases an administrative burden that might otherwise exist for OTEC and the Trust and Enrollment Department staff. Adoption of the proposed bylaws will not impede OTEC from achieving its GTC mandated goals and purposes and will not diminish its GTC granted powers and duties. OTEC should adopt the attached bylaws and forward them to the OBC, and the GTC as necessary, for the required approval.



Ā ONEIDA TRUST ENROLLMENT COMMITTEE (OTEC) BYLAWS !Ā "Ā **Article I. Authority** #Ā 1-1. Name. The name of this entity shall be the Oneida Trust Enrollment Committee \$Ā and may be referred to as the OTEC. %Ā &Ā 1-2. Establishment. The OTEC was established by the Oneida General Tribal Council ("GTC") 'Ā through resolution GTC-4-28-74 titled, GTC Establishment of Trust (Ā Committee to be Responsible for Administration and Disposition of Trust ÄĀ Monies with \$1,000,000 Maintained for Developmental Purposes and not Ā Dissolved Through Per Capita Distributions. !Ā "Ā 1-3. Authority. #Ā Purpose. The OTEC was created by the GTC to be responsible for all (a) \$Ā aspects of the Nation's Tribal enrollment and trust assets. The OTEC is %Ā delegated the authority established through the laws, policies, rules and &Ā resolutions of the Nation, including, but not limited to, the following as may 'Ā be amended from time-to-time: (Ā Resolution GTC-1-8-77-C; (1) !ÄĀ (2) The Nation's Membership Ordinance; The Oneida Trust Enrollment Committee and Oneida Business !Ā (3) ‼Ā Committee Memorandum of Agreement dated February 27, 2019 !"Ā ("MOA"); The Nation's Per Capita law; !#Ā **(4)** !\$Ā The Nation's Endowments law; (5) !%Ā The General Tribal Council Meeting Stipend Payment Policy; and (6) !&Ā Any additional authority delegated to the OTEC through other laws, **(7)** ľĀ. policies, rules, resolutions and/or applicable trust agreements/plans !(Ā of the Nation. "ÄĀ Powers and Duties. The OTEC shall have the power to carry out, including, (b) but not limited to, the following duties: "Ā "!Ā Administer the Emigrant New York Indian Claims Award Docket (1) '''Ā 75 Trust Fund known as Elderly Per Capita; Higher Education and "#Ā General Welfare Trust f/k/a the Elderly Per Capita Payment "\$Ā Distribution Fund; and the Oneida Trust Scholarship Fund; "%Ā Oversee the management of the Trust Enrollment Department; **(2)** "&Ā Administer membership distributions; (3) "Ā Administer the Minors Per Capita Trust Funds; (4) Administer the Language Revitalization Fund; "(Ā (5) #ÄĀ Administer the Oneida Life Insurance Plan Plus ("OLIPP") and (6) oversee the OLIPP benefit; #Ā Administer endowments; #!Ā **(7)** #"Ā Monitor funds held in the name of the Oneida Nation at the Bureau (8) of Indian Affairs; ##Ā

#\$Ā_		(9) Maintain the official roll of the Oneida Nation by carrying out all
#%Ā		enrollment duties in accordance with the Membership Ordinance, as
#&Ā		well as any other rules/resolutions related thereto;
#'Ā #/Ā		(10) Report to the Oneida General Tribal Council semiannually;
#(Ā \$ÄĀ		(11) Develop policies relating to trust funds and enrollments for adoption by the Oneida Business Committee and/or Oneida General Tribal
\$ĀĀ		Council; and
\$!Ā		(12) Carry out any further or additional duties established through the
\$"Ā		laws, policies, rules and resolutions of the Nation.
\$#Ā		
\$\$Ā 1-4.	Office.	The official mailing address of the OTEC shall be:
\$% <u>Ā</u>		Oneida Trust Enrollment Committee
\$&Ā		P.O. Box 365
\$'Ā		Oneida, WI 54155
\$(Ā %ÄĀ 1-5.	Manhaughin	
%AA 1-3.	Membership.	
% Ā	(a)	Number of Members. The OTEC shall be composed of nine (9) members,
%!Ā		one (1) of whom shall be a member of the Oneida Business Committee.
%"Ā_	(b)	Elected. OTEC members shall be elected in accordance with the Nation's
%#Ā		election laws and/or policies for three (3) year staggered terms.
%\$Ā		(1) Members shall hold office until their term expires, they resign, or
%%Ā		they are removed/terminated from office.
%&Ā %'Ā		(A) A member whose term has expired shall remain in office
% A %(Ā		until his or her successor is sworn in by the Oneida Business Committee.
ло(A &ÄĀ		(B) A member may resign at any time verbally during an OTEC
& Ā		meeting or by delivering written notice to the Business
&!Ā		Committee Support Office and the OTEC Chairperson or
&"Ā		Chairperson's designee.
&#Ā</td><td></td><td>(i) The resignation is deemed effective upon acceptance</td></tr><tr><td>&\$Ā</td><td></td><td>by OTEC motion of a member's verbal resignation</td></tr><tr><td>&%Ā</td><td></td><td>or upon delivery of the written notices.</td></tr><tr><td>&&Ā</td><td>(c)</td><td>Vacancies. Vacancies on the OTEC shall be filled as follows:</td></tr><tr><td>&'Ā</td><td></td><td>(1) Expired Terms. Vacancies caused by the expiration of a member's</td></tr><tr><td>&(Ā 'ÄĀ</td><td></td><td>term shall be filled by election in accordance with the laws and/or</td></tr><tr><td>'Ā</td><td></td><td>policies of the Nation governing elections.</td></tr><tr><td>'!Ā</td><td></td><td>(2) Unexpired Terms. Vacancies in unexpired terms shall be filled by appointment by the Oneida Business Committee pursuant to the</td></tr><tr><td>:^ '"Ā</td><td></td><td>Boards, Committees and Commissions Law (BCC Law) for the remainder of</td></tr><tr><td>/ \</td><td></td><td>the unexpired term.</td></tr><tr><td>'#Ā</td><td></td><td>(A) The OTEC Chairperson shall provide the Oneida Business</td></tr><tr><td>'\$Ā</td><td></td><td>Committee with recommendations on all applications for</td></tr><tr><td>'%Ā</td><td></td><td>appointment to fill a vacancy of an unexpired term per the</td></tr><tr><td>'&Ā</td><td></td><td>process set by the BCC Law.</td></tr><tr><td></td><td></td><td>*+., ĀĀĀĀĀĀ</td></tr><tr><td></td><td></td><td></td></tr></tbody></table>		

"Ā (B) The Chairperson's recommendation shall be decided by '(Ā majority vote of the members present at an OTEC meeting ĀÁ) of an established quorum. (Ā Qualifications of Members. Each OTEC member shall be: (d) (!Ā (1) An enrolled member of the Nation; ("Ā A resident of Brown or Outagamie County; (2) (#Ā (3) At least eighteen (18) years of age; and (\$Ā Able to obtain a fiduciary bond. (4) ('Ā ((Ā 1-6. Termination or Removal. An OTEC member found to be in violation of these bylaws, or ÄÄĀ any other governing laws of the Nation, may be subject to the following: ÄĀ If the member was elected, the OTEC's filing of a petition for his or her (a) Ä!Ā removal in accordance with the Removal law and/or any other law of the Ä"Ā Nation governing the removal of elected officials. Ä#Ā If the member was appointed, the OTEC's submission of a recommendation (b) Ä\$Ā to the Oneida Business Committee for termination of his or her appointment Ä%Ā pursuant to the Boards, Committees and Commissions law and/or any other Ä&Ā law of the Nation governing the termination of appointed officials. Ä'Ā The filing of a petition for removal or submission of a recommendation for (c) Ä(Ā termination shall be decided by majority vote of the members present at an ÄĀ OTEC meeting of an established quorum. Ā !Ā 1-7. Trainings and Conferences. The following trainings/conferences shall be mandatory for "Ā members of the OTEC to attend as determined by a majority vote of the #Ā members present at an OTEC meeting of an established quorum: \$Ā OTEC Orientation: (a) Trainings/conferences relating to investing, financing, administration and %Ā (b) &Ā fiduciary duties applicable to their positions on the OTEC; 'Ā Trainings/conferences on the Nation's Legislative Procedures Act; the laws/ (c) (Ā policies governing the OTEC; and the various trust/departmental guide-!ÄĀ lines, as well as standard operating procedures, that apply to the OTEC; and !Ā Any additional training as needed to fulfill expectations outlined in these (d) ‼Ā !"Ā Regardless of the number of trainings/conferences that he or she is required (e) to attend, no member of the OTEC shall be eligible to receive stipends for !#Ā !\$Ā attending more than five (5) full days of mandatory trainings/conferences !%Ā per year. !&Ā !'Ā **Article II. Officers** !(Ā The OTEC Officers shall consist of a Chairperson, Vice-Chairperson and 2-1. Officers. "ÄĀ Secretary. "Ā "!Ā 2-2. Responsibilities of the Chairperson. The duties, responsibilities and limitations of the ""Ā Chairperson are as follows: "#Ā Shall call and preside at all meetings of the OTEC; (a) Shall appoint subcommittees of the OTEC in accordance with these bylaws; "\$Ā (b)

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- (c) Shall oversee all OTEC activities and meetings;
- Shall supervise the Trust Enrollment Director, inviting input from the (d) OTEC members for purposes of his or her evaluation;
- (e) Shall, personally or through a designee, submit quarterly reports to the Oneida Business Committee and annual/semi-annual reports to the Oneida General Tribal Council in accordance with the Boards, Committees and Commissions law, as well as any other applicable trust agreements/plan;
- Shall be present at, or designate an OTEC member to be present at, the (f) Oneida Business Committee meeting where the OTEC's quarterly report appears on the agenda; and
- Shall serve as an ex-officio member of all established subcommittees. (g)
- 2-3. Responsibilities of the Vice-Chairperson. The duties, responsibilities and limitations of the Vice-Chairperson are as follows:
  - Shall act with the same authority as the Chairperson in his or her absence. (a)
- Responsibilities of the Secretary. The duties, responsibilities and limitations of the 2-4. Secretary are as follows:
  - With assistance from the Trust Enrollment Department and/or the Business (a) Committee Support Office, shall be responsible for keeping/taking minutes of OTEC meetings; submitting copies of meeting minutes to the Business Committee Support Office in accordance with the Boards, Committees and Commissions law; and making meeting minutes available to all OTEC members, as well as the public, pursuant to these bylaws and the Nation's Open Records and Open Meetings law; and
  - In the event that both the Chairperson and Vice-Chairperson positions (b) become vacant before the end of their terms, shall call meetings to fill the vacancies and preside over those meetings to conduct an election of new Officers, at which point the Chairperson, or Vice-Chairperson in absence of the Chairperson, shall preside.
- %&Ā 2-5. Selection of Officers. Officers shall be elected by a majority vote of the members present at the first OTEC regular monthly meeting of an established quorum that follows the final result approval by the Oneida Business Committee of an election of OTEC members.
  - OTEC Officers shall serve one (1) year terms and shall not hold more than (a) one (1) Officer position per Officer term.
    - If an Officer position is vacated, an interim election shall be held at the next OTEC meeting to fill the position for the balance of the year.
  - (b) Nominations for Officer positions may only be made by members who are present, as defined within the Boards, Committees and Commissions law, at the OTEC meeting to elect Officers.
  - OTEC members may be dismissed from their Officer positions by majority (c) vote of the members present at an OTEC meeting of an established quorum.

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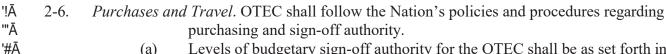
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- (a) Levels of budgetary sign-off authority for the OTEC shall be as set forth in the manual titled, *Oneida Tribe of Indians of Wisconsin Purchasing Policies and Procedures*, for Divisional Directors/Tribal School Chairperson/Trust Committee/Gaming Director
  - (1) All OTEC Officers have sign-off authority and two (2) Officers shall be required to sign-off on all budgetary requests.
    - (A) Upon approval by both Officers, the Government Administrative Office (GAO) shall have official budgetary sign-off authority for the OTEC.
- (b) The OTEC shall approve a member's request to travel on its behalf by majority vote of the members present at a regular or emergency OTEC meeting of an established quorum.
- 2-7. *Personnel*. The OTEC shall have the authority to hire a Trust Enrollment Director.
  - (a) The hiring of a Trust Enrollment Director shall be conducted in accordance with the Nation's Personnel Policies and Procedures law and shall be dependent upon available funding.
  - (b) The duties of the Trust Enrollment Director shall be per the directive of the OTEC Chairperson or Chairperson's designee and as set forth in the job description and/or documents governing the position.

#### **Article III. Meetings**

3-1. *Regular Meetings*.

- (a) Subject to subsection (1) of this section, the OTEC shall meet on the fourth Tuesday of each month for regular business, commencing at 5:00 p.m., in the Trust Enrollment Department located at 210 Elm Street in Oneida, WI. Meetings of the OTEC may be attended in person, by telephone, through videoconferencing or through other telecommunications so long as presence of each member is demonstrated consistent with the Boards, Committees and Commissions law.
  - (1) In February and August of each year, the OTEC shall meet on the third Tuesday of the month for Enrollment Meetings.
  - (2) The OTEC may change its regular meeting date, time and/or location from time-to-time as it determines necessary by majority vote of the members present at an OTEC meeting of an established quorum so long as notice is provided to all members in writing and, along with the public, in accordance with the Nation's Open Records and Open Meetings law, prior to the implementation of a new date, time and/or location.
- (b) Notice of meeting location, agenda, minutes and materials shall be forwarded by the Trust Enrollment Department to all OTEC members via email communication, sent to the official Oneida Nation email address provided to members to conduct business electronically on behalf of the OTEC ("Official Email"); and notice shall further be provided to all OTEC

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‼'Ā members, as well as the public, in accordance with the Nation's Open !!(Ā Records and Open Meetings law. !"ÄĀ Meetings of the OTEC shall be conducted in accordance with the rules (c) !" Ā contained in the current edition of Robert's Rules of Order, in all cases to !"!Ā which they are applicable, unless they are inconsistent with these bylaws. !""Ā !"#Ā 3-2. Emergency Meetings. An emergency meeting may be called when there is an imminent !"\$Ā issue that needs to be addressed by the OTEC before its next regular meeting !"%Ā which requires a thorough discussion, and thus, cannot be done by e-poll. !"&Ā Emergency meetings may be attended in person, by telephone, through !"'Ā videoconferencing or through other telecommunications so long as presence !"(Ā of each member is demonstrated consistent with the Boards, Committees !#ÄĀ and Commissions law. !# Ā Any OTEC Officer may call an emergency meeting so long as in accordance (a) !#!Ā with these bylaws. !#"Ā At least twenty-four (24) hours before the start of the meeting, the Trust (b) Enrollment Department shall notify all OTEC members of the emergency !##Ā meeting by telephone call and shall send them the meeting location, agenda !#\$Ā !#%Ā and materials via their Official Email address. !#&Ā OTEC members, as well as the public, shall further receive notice (1) !#'Ā of emergency meetings per the Nation's Open Records and Open !#(Ā Meetings law. !\$ÄĀ Within seventy-two (72) hours of the emergency meeting, the OTEC shall (c) !\$ Ā provide the Nation's Secretary with notice of the emergency meeting, the !\$!Ā reason for the emergency meeting, and an explanation as to why the matter !\$"Ā could not wait until the next regular meeting. !\$#Ā !\$\$Ā 3-3. Joint Meetings. Joint meetings between the OTEC and the Oneida Business Committee !\$%Ā shall be held at the Norbert Hill Center in accordance with the MOA, which !\$&Ā may be amended from time-to-time hereafter, upon agreement by both !\$'Ā parties, and as follows: !\$(Ā Notice of the joint meeting agendas, documents and minutes shall be (a) !%ÄĀ provided, and the joint meetings conducted, in accordance with resolution !% Ā BC-03-27-19-D titled, Oneida Business Committee and Joint Meetings with !%!Ā the Boards, Committees and Commissions – Definitions and Impact, as may !%"Ā be amended from time-to-time hereafter. !%#Ā !%\$Ā 3-4. Five (5) OTEC members shall constitute a quorum. If a quorum is not Quorum. !%%Ā present within fifteen (15) minutes of the announced meeting time, the !%&Ā meeting shall be declared dismissed. !%'Ā !%(Ā 3-5. *Order of Business.* The order of business, as far as applicable, is: !&ÄĀ Call to Order (a) !& Ā Adopt the Agenda (b) !&!Ā Visitor/Community Forum (c) !&"Ā (d) Approval of Minutes \*+., **Ā**⁄ĀĀĀĀĀ

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## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25		
2.	Session:  Open  Executive – must qualify under §107.4-1.  Justification: Choose or type justification		
3.	Requested Motion:		
	Accept as information; OR		
	Accept the 2025 Gaming Facilities Inspection Results, forward to the Oneida G		
4.	Areas potentially impacted or affected by this request:		
	☐ Finance ☐ Programs/Services		
	☐ Law Office ☐ DTS		
	■ Gaming/Retail □ Boards, Committees, or Commissions		
	Other:		
5.	Additional attendees needed for this request:		
	Enter (Name, Title/Entity) OR Choose from List		
	Enter (Name, Title/Entity) OR Choose from List		
	Enter (Name, Title/Entity) OR Choose from List		
	Enter (Name, Title/Entity) OR Choose from List		

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
7.	Budget Information:  Budgeted – Tribal Contri	bution	it Funded
7.		bution Budgeted – Gran	nt Funded
7.	Budgeted – Tribal Contril		it Funded
7.	Budgeted – Tribal Contril Unbudgeted		it Funded
	Budgeted – Tribal Contril Unbudgeted		
	☐ Budgeted – Tribal Contribution ☐ Unbudgeted ☐ Other: Describe	Not Applicable	y signed by Mark W. Powless 125.11.25 17:03:13 -06'00'

Revised: 01/07/2025 Page 2 of 2

## Oneida Code Compliance & Zoning Department Authority Having Jurisdiction (AHJ)

Community Development



**To:** Oneida Business Committee

From: Troy D. Parr, AIA - Zoning Administrator/AHJ, Community Development Manager

**Date:** November 18, 2025

**Re:** NOTICE OF SUBSTANTIAL COMPLIANCE OF FACILITY LIFE SAFETY

with Gaming Compact Requirements

As the Authority Having Jurisdiction (AHJ) over all Oneida Nation properties on the Oneida Nation Reservation - the Oneida Code Compliance & Zoning Department licensed inspectors have completed all required Facility and Life Safety Inspections on all Oneida Gaming facilities for 2025. All Facility Inspections were notified, including an invitation to each respective municipality's responding Fire Departments to attend. Upon completion of annual inspection, the AHJ has made the determination that all facility are found to be within SUBSTANTIAL COMPLIANCE OF FACILITY LIFE SAFETY over the past twelve months and are in compliance with ARTICLE XIV of the Oneida Nation – State of Wisconsin Gaming Compact. The following are facilities were included in the 2025 annual inspections:

0	Main Casino	2020 Airport Dr.	Oneida, WI 54155
0	IMAC	2100 Airport Dr.	Oneida, WI 54155
0	Gaming Warehouse	2170 Airport Dr.	Oneida, WI 54155
0	Mason Street Casino	2514 W. Mason St.	Green Bay, WI 54303
0	Gaming Employee Services	1940 W. Mason St.	Green Bay, WI 54303
0	Packerland One Stop / Casino	3120 S. Packerland Dr.	Ashwaubenon, WI 54313
0	Oneida Travel Center	5939 Old 29 Drive	Pulaski, WI 54162

#### The complete inspection files include:

- o NFPA-Level II Annual Life/Safety Inspection Reports within the past 12 months
- o All compiled external testing reports, verifications, and supporting documentation

Complete electronic documentation of each facility's respective inspection reports, testing verification, and documentation is available for review, upon request. Upon Oneida Business Committee approval of this Notification of Substantial Compliance, please request the Oneida Gaming Commission to issue the annual letter of documenting SUBSTANTIAL COMPLIANCE OF FACILITY LIFE SAFETY and all supporting documentation required by the State of Wisconsin in accordance with compact requirements.

Respectfully Submitted,

Troy D. Parr, AIA

Oneida Nation – Community Development Manager

WI Credential ID#1072082

- Commercial Building Inspector
- Fire Detection, Prevention, & Suppression Inspector

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Accept the memorandum regarding the withholding of pay for Councilman Marlon Skenandore

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open
3.	Requested Motion:  Accept as information; OR  Approve memo for withhold action- Marlon Skenandore
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  DTS Gaming/Retail Boards, Committees, or Commissions  Other: Describe
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

Revised: 01/07/2025 Page 1 of 2

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Supporting Documents.		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
Correspondence	Legal Review	Resolution
☐ Draft GTC Notice	Minutes	Rule (adoption packet)
☐ Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other: Memo		
Budget Information:		
☐ Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded
Unbudgeted	☐ Not Applicable	
Other: Describe		
Submission:		
Authorized Sponsor:	Lisa Summers, Director of Gov	ernment Administration
Primary Requestor:	Kristine Hill	
	Contract Document(s)  Correspondence Draft GTC Notice Draft GTC Packet E-poll results/back-up Other: Memo  Budget Information: Budgeted – Tribal Contrib Unbudgeted Other: Describe  Submission: Authorized Sponsor:	Bylaws   Fiscal Impact Statement   Contract Document(s)   Law   Legal Review   Draft GTC Notice   Minutes   MOU/MOA   E-poll results/back-up   Petition   Petition   Budget Information:   Budgeted - Tribal Contribution   Budgeted - Gran   Unbudgeted   Not Applicable   Other: Describe   Lisa Summers, Director of Gov

Revised: 01/07/2025 Page 2 of 2







#### Memorandum

To: Oneida Business Committee

Georgianna Mielke, Time and Attendance Manager

From: Kristine Hill, Government Personnel Services Manager

Date: December 1, 2025

Re: Withholding of pay for Marlon Skenandore

Please be advised that in accordance with **BC Resolution # 10-22-25-B Withholding Pay** – **Oneida Business Committee Council Member** payment for **Marlon Skenandore** is to be withheld for the following pay periods:

• Period Ending: November 15, 2025

Period Ending: November 22, 2025

• Period Ending: November 29, 2025

If you have any questions or require additional information, please contact me directly.

Thank you for your attention to this matter.

Kristine M. Hill

Government Personnel Services Manager

Public Packet 190 of 305

Review and approve the National Electric Vehicle Infrastructure (NEVI) Program Grant Agreement

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open  Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR  Per recommendation of the Legal Review, the National Electric Infrastructure (NEVI)  Program Grant Agreement requires Business Committee approval prior to execution.
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  DTS Gaming/Retail Boards, Committees, or Commissions  Other: Describe
5.	Additional attendees needed for this request:  Eric McLester, Environmental, Land, Agriculture, Division Director  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

Revised: 01/07/2025 Page 1 of 2

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	∠ Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	oution Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
		(	
8.	Submission:	Mark W. Powless Da	gitally signed by Mark W. Powless te: 2025.12.01 16:34:08 -06'00'
	Authorized Sponsor:	Mark W. Powless, General Ma	nager
	Primary Requestor:	Eric McLester, Environmental,	Land, & Ag Division Director

Revised: 01/07/2025 Page 2 of 2

#### Environmental, Land & Agriculture Division



#### **MEMORANDUM**

TO: Oneida Business Committee

FROM: Eric McLester, Division Director Environmental Land and Agriculture

DATE: December 1, 2025

RE: National Electric Vehicle Infrastructure (NEVI) Program Grant Agreement

The Oneida Nation was notified of an award of the Wisconsin Electric Vehicle Infrastructure Grant Round 1 through the National Electric Vehicle Infrastructure (NEVI) Program at the Federal Highway Administration (FHWA). This award consists of an 80% Federal Share (\$405,892.80) and a 20% Non-Federal Share (\$101,473). This is reimbursable grant, based on paid receipts for the expended amount during the project performance period.

The Oneida Law Office and Purchasing Review are provided as backup.

We are requesting the Oneida Business Committee review and approval of the grant agreement to accept this funding.

Thank you.

Public Packet 193 of 305

#### **ONEIDA LAW OFFICE**

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

Usa this number on future correspondence

10:	Environmental, Land & Agricu	lture (ELA) Division	2025-1073
FROM:	Krystal L. John, Staff Attorney		
		ally signed by Krystal L.	Law Office use only
	Krystal L. John Date:	2025 09 19 12:26:58	☐ Purchasing review not required
	-05'00		☐ HRD approval needed
DATE:	September 19, 2025		
RE:	Wisconsin Department of Tran Oneida_I-41_G	sportation Grant Agre	ement-Project No. 39509000571,
	If you have any questions or c	omments regarding this re	view, 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 review for compliance with the current budget resolution prior to entering said contract. Please note the following:

- ✓ The document is in appropriate legal form. (Execution is a management decision.) Worth noting:
  - o III.B.(5) is missing a word/phrase after "Project's."
  - o The requirement for:

TO

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- emergency incident reporting in V.F.;
- a reasonable fee in V.I.(2);
- reporting conflict of interest that may arise in VI.G.(2);
- the multiple requirements for contractual flow downs to contractors and subcontractors throughout;
- the dissemination of EEO policy requirements in FHWA-1273 II.3.a.; and
- the applicability of Davis-Bacon in FHWA-1273 IV.
- ✓ Requires Business Committee approval prior to execution, pursuant to the application of state law to the Nation throughout the agreement (i.e. II.A.(4); VI.E.(1); VI.J.(1)), the ability to take legal action against the Nation in the event of default (III.D.(5)). 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?

### CONTRACT REVIEW REQUEST FORM

This form must be filled out COMPLETELY.

#### General Instructions:

- 1. Contract must be submitted to the Law Office no less than ten (10) business days prior to commencement of the contract.
- 2. Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
- DO NOT SIGN the contract prior to attorney approval. Any contract signed or services started prior to legal approval are reported to the Division Director.
- 4. The contract must be submitted with a completed and signed Conflict of Interest Disclosure Form.
- 5. **CONSOLIDATE** all related contract documents as a **SINGLE** document in ".pdf" format with this form on top as the 1st page.
- 6. E-mail the full package as a single attachment to: Oneida Law@oneidanation.org.
- If you need immediate review of a contract, please call the Law Office at 869-4327
   PRIOR to sending the contract for review.
- 8. Upon receipt of the contract, the Law Office will assign a file number and will send a notification of receipt within 1-2 business days along with the assigned file number. Any future communication concerning this contract should reference this file number.
- 9. You will receive an e-mail notification when the review of your contract is complete.

Date:	9/9/2025	Telephone:	869-4555
Contact Person:	Jacy Rasmussen	Extension:	4555
Department:	Environmental	Response Needed By	y: 9/9/2025
Name of Contractor:		WI DOT	
Contract Start Date:	Start date of contract	Contract Total Amount: _	Total amount of contract
Contract End Date:	End date of contract		
Does this contract have	an automatic renewal cl	ause? (Yes or No)	Yes/No
If yes, indicate the adva	nce notice (in days) that n	nust be given to terminate contr	Number of Days days.
Special Instructions, if	any: 3 Year grant for ins charging stations.	tallation and operation of one	or more lectric vehicle

Public Packet 195 of 305

#### GRANT AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

AND

Oneida Nation

FOR

PROJECT NUMBER - 39509000571 TITLE OF THE PROJECT - Oneida I-41 G

This agreement for the grant of funds (this "Grant Agreement") is between the Wisconsin Department of Transportation (the "Department") and Oneida Nation (the "Grantee"), each a "Party" and together the "Parties," for purposes of installation and operation of one or more electric vehicle charging stations by Grantee under the National Electric Vehicle Infrastructure Program (NEVI) and as described in detail herein. The Department has awarded Grantee a grant for such purpose and has the authority to issue and manage this Grant Agreement regarding the described activity under 2023 Wis. Act 122, Wis. Stat. § 85.53, and 23 U.S.C. § 109 (s) and 23 C.F.R. Part 680. The Grantee agrees to comply with all applicable laws and regulations regarding the grant. By signing hereunder Grantee signifies its agreement to provide the desired electric vehicle charging station(s) as proscribed.

All Work Required under a Project's Work Orders will be completed within three years of execution of this Grant Agreement, and all Work Required under a Project's Operations and Maintenance Plan shall continue for five years after the Department's issuance of a corresponding Notice of Acceptance. The Work Required under a Project's Work Orders or Operations and Maintenance Plan shall not begin before the Grantee has received the corresponding written authorization to proceed with such work. The Grant under this agreement shall cover compensation for all requirements completed by the Grantee not to exceed: Oneida I-41\_G - \$405892.8.

The Grantee's Point of Contact is Victoria Flowers, Environmental Compliance Coordinator, whose work address, telephone and email are: N7332 Water Circle Place, Oneida, WI 54155, Cell – (920)366-6720, vflowers@oneidanation.org.

The Department Representative is Jeremy J. Kloss, EV Unit Program and Policy Supervisor, whose work address and telephone number are: 4822 Madison Yards Way, Madison, WI, 53705; (608) 267-3252; and <a href="mailto:DOTWEVIprojectdevelopment@dot.wi.gov">DOTWEVIprojectdevelopment@dot.wi.gov</a>.

The Grant is comprised of all of the provisions of this Grant Agreement, including all of the following Appendices, which are attached hereto and incorporated herein and made a part of this Grant Agreement:

Appendix A - WORK ORDERS

Appendix B — LIST OF REIMBURSABLE EXPENSES

Appendix C — SITE HOST AGREEMENT (Intentionally Removed)

Attachment to Appendix C — Template for SITE HOST AGREEMENT (Intentionally Removed)

Appendix D — OPERATIONS AND MAINTENANCE PLAN

Attachment to Appendix D — Framework Sections for Operations and Maintenance Plan

Appendix E — MATERIALS SPECIFICATIONS

Appendix F — Form FHWA-1273 – Federal-Aid Construction Contract Required Provisions

Appendix G - LOCATION-SPECIFIC WAGE

In the event of any conflicts, the parts of this Grant Agreement shall control in the following order:

- 1. This Grant Agreement
- 2. Special Provisions (if any) (a Special Provision may control over a conflicting provision in this

Date: September 12, 2025

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#### **GRANT AGREEMENT**

# BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND

Oneida Nation

FOR

PROJECT NUMBER - 39509000571 TITLE OF THE PROJECT - Oneida I-41 G

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All Work Required under a Project's Work Orders will be completed within three years of execution of this Grant Agreement, and all Work Required under a Project's Operations and Maintenance Plan shall continue for five years after the Department's issuance of a corresponding Notice of Acceptance. The Work Required under a Project's Work Orders or Operations and Maintenance Plan shall not begin before the Grantee has received the corresponding written authorization to proceed with such work. The Grant under this agreement shall cover compensation for all requirements completed by the Grantee not to exceed: Oneida\_I-41\_G - \$405892.8.

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**Appendix B** — LIST OF REIMBURSABLE EXPENSES

**Appendix C** — SITE HOST AGREEMENT (Intentionally Removed)

Attachment to Appendix C — Template for SITE HOST AGREEMENT (Intentionally Removed)

**Appendix D** — OPERATIONS AND MAINTENANCE PLAN

Attachment to Appendix D — Framework Sections for Operations and Maintenance Plan

**Appendix E** — MATERIALS SPECIFICATIONS

**Appendix F** — Form FHWA-1273 – Federal-Aid Construction Contract Required Provisions

Appendix G — LOCATION-SPECIFIC WAGE

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- 1. This Grant Agreement
- 2. Special Provisions (if any) (a Special Provision may control over a conflicting provision in this

Date: November 13, 2025 1 of 31

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Grant Agreement only if such priority is expressly stated in the Special Provision)

- 3. Work Orders and Operations and Maintenance Plan
- 4. Materials Specifications
- 5. Standard Specifications for Highway and Structure Construction of the Department, 2024 Edition
- 6. Any portion of the Department's Manuals referenced in this Grant Agreement

Nothing in this Grant Agreement accords any third-party beneficiary rights to any non-party.

Oneida Nation	State of Wisconsin Department of Transportation
Signature:	
·	Signature:
Name:	
	Name:
Title:	
	Title:
Date:	
	Date:

Date: November 13, 2025 2 of 31

**Public Packet** 

#### WISCONSIN ELECTRIC VEHICLE INFRASTRUCTURE PROGRAM GRANT AGREEMENT

#### **GENERAL PROVISIONS**

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#### **GENERAL PROVISIONS**

#### I. DEFINITIONS

- A. "AC Level 2" means a Charger that operates on a circuit from 208 volts to 240 volts and transfers alternating-current (AC) electricity to a device in an EV that converts alternating current to direct current to recharge an EV battery.
- B. "CHAdeMO" means a protocol for a charging Connector interface between an EV and a Charger (see <a href="www.chademo.com">www.chademo.com</a>). It specifies the Connector and mating vehicle inlet's physical, electrical, and communication requirements for direct-current (DC) fast charging. It is an abbreviation of "charge de move," equivalent to "charge for moving."
- C. "Charger" See definition of EVSE.
- D. "Charging Port" means the system within a Charger that provides power to charge one EV through one Connector at a time, whether or not the charging port has multiple Connectors.
- E. "Charging Station" means the area in the immediate vicinity of a group of EVSE including the EVSE, supporting equipment, parking areas adjacent to the EVSE, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.
- F. "Combined Charging System" or "CCS" means a standard Connector interface that allows Direct Current Fast Chargers to connect to, communicate with, and charge EVs.
- G. "Connector" means the device that attaches an EV to a Charging Port to transfer electricity.
- H. "Construction Manual" means the Department's Construction and Materials Manual.
- I. "Construction Period" means the three (3)-year period commencing from full execution of this Grant Agreement, during which Grantee is obligated to complete installation of the Charging Station(s) as described in the applicable Work Orders.
- J. "Default" means a failure to fulfill or comply with the terms and conditions of this Grant Agreement or any state or federal law.
- K. "Department Representative" means the qualified, full-time public employee of the Department in charge of this Grant Agreement to monitor Grantee compliance with its terms, conditions, and specifications.
- L. "Direct Current Fast Charger" or "DCFC" means a Charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
- M. "EV" or "Electric Vehicle" means a motor vehicle that is either partially or fully powered on electric power received from an external power source. For this Grant Agreement, this definition does not include golf carts, electric bicycles, or other micro-mobility devices.
- N. "EV-ChART," or Electric Vehicle Charging Analytics and Reporting Tool, means the centralized hub for submitting EV charging infrastructure data directed by the Federal Highway Administration under 23 CFR § 680.112.
- O. "EVSE" or "Charger" means a device with one or more Charging Port(s) and Connectors for charging EVs.

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P. "Facilities Development Manual" means the Department's Facilities Development Manual.

- Q. "FHWA" means the Federal Highway Administration.
- R. "Final Site Plan" means the final set of construction drawings showing the planned layout of the Project Site and Charging Station after completion of the Work Required under a Project's Work Orders, which drawings shall be attached and incorporated into the corresponding Work Orders.
- S. "Hazardous Materials Investigation" means the procedures for dealing with hazardous materials, hazardous substances, and hazardous waste, as Chapter 21 of the Department's Facilities Development Manual provides.
- T. "Manual" or "Manuals" means the Department manuals referenced in this Grant Agreement.
- U. "Materials Specifications" means the specifications attached as **Appendix E** to this Grant Agreement, which supplement the Specifications by further describing the materials requirements under this Grant Agreement.
- V. "NEVI" or "Program" means the National Electric Vehicle Infrastructure Formula Program established by the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021).
- W. "Notice of Acceptance" means a written notice from the Department to the Grantee that the construction and installation of a Charging Station is satisfactory to the Department.
- X. "Notice of Completion" means written notice from the Department to Grantee that the Period of Performance has been completed in compliance with the Operations and Maintenance Plan.
- Y. "Notice to Proceed 1" means written authorization from Department to the Grantee to proceed with pre-construction Work Required as described in Section III.A. of this Grant Agreement.
- Z. "Notice to Proceed 2" means written authorization from Department to the Grantee to proceed with the construction-related Work Required under this Grant Agreement.
- AA. "Operations and Maintenance Plan" or "O&M Plan" means the written document prepared by Grantee, attached to this Grant Agreement as **Appendix D**, that identifies the Work Required to be performed for a specific Project under the terms of this Grant Agreement related to operation and maintenance of such Project's Charging Station. It includes the amount and method of compensation to be paid the Grantee by the Department during the Period of Performance. The Grantee may incorporate finalized and/or amended documents into the O&M Plan following execution of this Grant Agreement only by written approval of the Department.
- BB. "Period of Performance" means the five-years of operation and maintenance commencing from Grantee's receipt of the Notice of Acceptance, during which Grantee is obligated to provide operations and maintenance services for the Charging Station as described in the Operations and Maintenance Plan.
- CC. "Point of Contact" means the qualified employee of the Grantee who directly supervises the Grant Agreement's administration with the Superintendent's duties and responsibilities as defined in the Specifications.
- DD. "Project" means all Work Required under this Grant Agreement and any associated Work Order or O&M Plan for a designated location through termination of this Grant Agreement.
- EE. "Project Site" means the real property on which a Project shall occur, as identified on a

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- corresponding Work Order or O&M Plan, which shall at least be coextensive with the real property included in the Charging Station.
- FF. "Site Host" means the owner of the real property on which the EVSE is installed, which may or may not be the Grantee.
- GG. "Special Provisions" means the special directions or requirements peculiar to a Project, if any, and not otherwise thoroughly or satisfactorily detailed or presented in the Grant Agreement document, which are contained in the Work Orders or as an attachment to the Grant Agreement.
- HH. "Specifications" means the Standard Specifications for Highway and Structure Construction of the Wisconsin Department of Transportation, 2024 Edition, as further described in the Materials Specifications, which are incorporated herein and applicable to all Work Orders.
- II. "Work Orders" means the written document attached to this Grant Agreement as **Appendix A** prepared by Grantee and acknowledged by signing of the Department and the Grantee that references this Grant Agreement and identifies the Work Required to be performed for a specific Project under the terms of this Grant Agreement related to the installation of such Project's Charging Station. It includes the amount and method of compensation to be paid the Grantee by the Department. It also includes a Project's Final Site Plan and may include Special Provisions. The Grantee may incorporate finalized and/or amended documents into the Work Orders following execution of this Grant Agreement only by written approval of the Department.
- JJ. "Work Required" means the design, construction and engineering services, labor, equipment, and materials furnished by Grantee in accordance with this Grant Agreement and applicable Work Orders, as well as the operations, maintenance, and reporting services by Grantee under this Grant Agreement and applicable Operations and Maintenance Plans.

KK. "Uptime" means the time during which the EVSE is functioning or able to function.

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#### II. SCOPE OF WORK

#### A. GENERAL

(1) The Work Required under this Grant Agreement shall consist of performing to the satisfaction of the Department all work necessary or incidental to accomplish the Project(s) as provided in any associated Work Order and Operations and Maintenance Plan consistent with applicable professional standards.

- (2) The Grantee shall furnish all materials, equipment, supplies, and incidentals necessary to complete the Work Required per the Specifications.
- (3) The Grantee's contact with the Department shall be through the Department Representative except in the case of an emergency when the Department Representative is unavailable. In such an emergency, Grantee shall make reasonable efforts to reach the Department otherwise, which effort shall include an email to <a href="mailto:DOTWEVIprojectdevelopment@dot.wi.gov">DOTWEVIprojectdevelopment@dot.wi.gov</a>.
- (4) Grantee shall comply with all applicable federal, state, and local laws and regulations.
- (5) The FHWA may participate in any conferences and reviews.
- (6) At the request of the Department, the Grantee, during the progress of the Work Required, shall furnish information or data as may be required by the Department to enable it to carry out or to oversee the Project(s).

#### B. GRANTEE RESPONSIBILITIES

#### The Grantee agrees to:

- (1) Attend conferences required and reviews as scheduled by the Department.
- (2) Designate a Point of Contact.
- (3) Become familiar with the Work Order(s) for the Project(s) and the Specifications and Manuals referenced in this Grant Agreement before beginning Work Required under this Grant Agreement through the Work Orders.
- (4) Assign a sufficient number of technically qualified and experienced personnel to perform the Required Work under this Grant Agreement and associated Work Orders, including, but not limited to, a sufficient number of qualified electricians to perform the Work Required under 23 CFR § 680.106(j)(1) and (2).
- (5) Comply with all information requests and provide any supporting documentation as requested in writing by the Department to complete the National Environmental Policy Act (NEPA) process.
- (6) Comply with all required federal and state reporting requirements throughout all Project(s) stages.
- (7) Notify the Department Representative immediately of any unanticipated Project conditions that will result in delays that would cause installation of the Charging Station to occur beyond the end of the Construction Period.
- (8) Perform the Work Required associated with construction, operations, and maintenance

under OSHA regulations and accepted safety practices.

(9) Provide for Grantee personnel transportation, supplies, materials, and incidentals needed to accomplish the Work Required under the Grant Agreement and associated Work Orders.

- (10) In the event the Department, in its sole discretion, determines that a Project Site requires a Hazardous Materials Investigation, Grantee shall perform all activities necessary to complete a Phase 1 Hazardous Materials Assessment of the Project Site, as required under <a href="Chapter 21">Chapter 21</a> of the Facilities Development Manual, and all follow-up activities therefrom as the Department deems necessary, including but not limited to further assessments, testing, and remedial activities. The Department shall compensate the Grantee for 80% of the costs of any Work Required included under this subsection (10), provided, however, that in no event will compensation for such Work Required exceed the total amount of the Grant awarded to Grantee under this Grant Agreement. Such compensation shall not include any costs associated with development of a remediation plan and actual remediation of the Project Site, which may be required under this subsection (10). Grantee's refusal or failure to perform the Work Required under this subsection (10) shall constitute a Default subject to Section III.D. of this Grant Agreement.
- (11) Sample, test, or both as required for materials to be incorporated in the work and reject work and materials in compliance with the Specifications, Special Provisions, or Construction Manual requirements.
- (12) Keep weekly diaries, logs, and records as needed to record the Grantee's progress on the Project(s) or as may otherwise be required by the Department.
- (13) Measure and compute quantities of all materials incorporated in the Work Required and items of work completed, and maintain an item record account and source documentation for all materials used under the standards in <u>Section 109</u> of the Specifications.
- (14) Prepare and submit periodic, intermediate, and final reports and records as may be required by the Department and as apply to the Project.
- (15) Return, upon completion or termination of the Grant Agreement, all Specifications, Manuals, guides, written instructions, unused forms, and record keeping books, and any other documents and materials furnished by the Department. The Grantee may be responsible for replacing lost documents or materials at a reasonable replacement price determined by the Department.
- (16) Before the Department issues a Notice to Proceed 2, notify the Department in writing if Grantee identifies any issues in any Work Orders.
- (17) Prepare and deliver one copy of the "as-built" plan to the Department as defined in the Construction Manual.
- (18) Notify the Department in writing (by email to <a href="mailto:DOTWEVIprojectdevelopment@dot.wi.gov">DOTWEVIprojectdevelopment@dot.wi.gov</a> or by mail) upon completing any Work Order, as provided in Section III.B.(4), or upon completing any O&M Plan, as provided in Section III.C.(2).

#### C. DEPARTMENT RESPONSIBILITIES

The Department agrees to:

(1) Make available to the Grantee copies of the Grant Agreement, any associated Work Order(s), Specifications, Manuals, guides, written instructions, and other information and data necessary to enable the Grantee to perform the Work Required under this Grant Agreement.

(2) Provide the Grantee with the blank diaries, logs, record-keeping books, and reporting forms necessary for the Grantee to perform the Work Required under this Grant Agreement as specified herein.

#### D. AGENCY COORDINATION, PUBLIC RELATIONS, AND COOPERATION

- (1) The Grantee shall cooperate fully with the Department and contact and coordinate Project activities with all affected local, state, and federal agencies, including the FHWA, the general public, utilities, and railroad companies, as applicable. The Grantee's responsibilities under this paragraph may include attendance at conferences and/or meetings.
- (2) Grantee shall inform and advise abutting property owners affected by Project activities and inform local authorities, police, fire, and emergency services affected by Project activities of the location and duration of the applicable Project.

#### E. MEETINGS AND CONFERENCES

- (1) The Grantee and the Department shall schedule conferences, as requested by either party, to discuss and review the Work Required under this Grant Agreement, which conferences shall be scheduled between the Grantee and the Department. These conferences may include the field review of a Project.
- (2) Conferences are in addition to meetings deemed necessary by the Department for close coordination during the progress of the work.

#### III. PROSECUTION AND PROGRESS

#### A. PRE-CONSTRUCTION

- (1) Written Notice to Proceed 1 for the Work Required for a Project under this Section III.A. will be given by the Department to the Grantee following full execution of this Grant Agreement.
- (2) Following full execution of this Grant Agreement, Grantee shall perform any Hazardous Materials Investigation activities required by the Department.
- (3) Following full execution of this Grant Agreement, Grantee may begin to place orders for materials and equipment necessary for completion of the Work Required and may perform preliminary site design, site permitting, and related work; however, no costs related to final design and construction of a Project shall be reimbursable if such costs are assumed before the Department completes the NEPA process for the applicable Project Site. The Department shall notify the Grantee upon completing the NEPA process for a Project Site.
- (4) Prior to the Department's issuance of a written Notice to Proceed 2 for a Project, the Grantee may request the Department to approve the incorporation of amended and/or finalized documents into that Project's Work Orders or O&M Plan. Such documents may only be incorporated into the Work Orders or O&M Plan upon review and written

approval by the Department. The Department shall not unreasonably withhold its approval. No documents incorporated into the Work Orders or O&M Plan after execution of this Grant Agreement may increase the amount of total compensation under this Grant Agreement. The Department shall not reimburse Grantee for any Project-related work performed by Grantee before such work has been approved in writing by the Department and incorporated into this Grant Agreement.

(5) The Grantee may conduct a pre-construction conference for any involved utilities and agencies.

#### B. CONSTRUCTION

- (1) Written Notice to Proceed 2 for the Work Required for a Project under this Grant Agreement and its associated Work Orders will be given by the Department to the Grantee upon the Department's satisfaction that the Grantee is capable of performing all Work Required for such Project in compliance with this Grant Agreement. The Department will not pay for any work performed or costs incurred by the Grantee before such written authorization, except as provided in section III.A. above.
- (2) Work Required under this Grant Agreement and any associated Work Orders may at the Department's discretion commence with attendance at a construction planning conference between the Department and the Grantee following the issuance of the Notice to Proceed 2. Attendees shall include the Department Representative, the Grantee Point of Contact, and other persons as may be designated by either party to the Grant Agreement. The Department will notify the Grantee of the location, date, and time and will make necessary conference arrangements. Topics for discussion shall include the scope of the Grantee's construction operations and anticipated schedule, required staffing by the Grantee, lines of communication and authority, equipment needs, standard practices of the Grantee, and related subjects.
- (3) The Grantee shall complete the Work Required under this Grant Agreement and any associated Work Orders within the specified time for completion. Time shall not be automatically extended because of any unwarranted or avoidable delay attributable to the Grantee. However, the Department shall extend the time for any "compensable delays" as defined in Section 108 of the Specifications; however, the occurrence of a "compensable delay" will not, in any event, obligate the Department to increase the amount of total compensation under this Grant Agreement. The Department may extend any specified time for completion in the event of a delay attributable to the Grantee or its authorized representatives upon proper claim and justification by the Grantee or because of excusable delay caused by an act of God, act of war, act of government or other conditions beyond the control of the Grantee, including "non-compensable delays" as defined in Section 108 of the Specifications.
- (4) The Grantee shall notify the Department in writing when it has determined that the Work Required under a Project's Work Order is completed. The Grantee may satisfy this notification requirement by emailing the Department Representative at DOTWEVIprojectdevelopment@dot.wi.gov.
- (5) Should the Department deem it necessary for the Grantee to render additional services to complete the Work Required under a Project's, the Grantee agrees to cooperate and render the requested services.
- (6) A construction close-out conference shall be held at the discretion of the Department after (a) receipt of Grantee's written notice under subsection (4) above and (b) Grantee's completion of any additional services required by the Department under subsection (5)

above, to evaluate the performance of the Grantee. Attendees shall include the Department Representative, Grantee Point of Contact, and other persons designated by each party to the Grant Agreement. The Department will notify the Grantee of the location, date, and time and make necessary conference arrangements. The evaluation shall consider the quality and adequacy of the Grantee's performance of the Work Required, extent of corrections, ability to meet schedules, cooperation, substantiation of costs, documentation of claims, and related subjects. A Default shall occur upon the Department's determination that the Grantee's performance of the Work Required does not comply with this Grant Agreement, subject to the default and cure provisions of Section III.D.

(7) The Department will issue a Notice of Acceptance upon its satisfaction that all Work Required for a Project has been completed in compliance with this Grant Agreement, its applicable Work Orders, and all federal, state, and local laws and Program requirements.

#### C. OPERATIONS, MAINTENANCE, AND REPORTING

- (1) Following receipt of Notice of Acceptance for a Project, Grantee will commence operation and maintenance of the Project's EV charging infrastructure for at least five (5) years under Section V. of this Grant Agreement.
- (2) The Grantee shall notify the Department in writing when it has determined that a Project's Period of Performance and all Work Required under the Project's O&M Plan has been completed. The Grantee may satisfy this notification requirement by emailing the Department Representative at DOTWEVIprojectdevelopment@dot.wi.gov.
- (3) Should the Department deem it necessary for the Grantee to render additional services to complete all Work Required under a Project's O&M Plan, or to otherwise complete the Project's Period of Performance, the Grantee agrees to cooperate and render the requested services.
- (4) The Department will issue a Notice of Completion upon its satisfaction that the Grantee has successfully completed the Period of Performance, all reporting requirements have been met, and after the Grantee's final reimbursement has been issued. Grantee must comply with Federal Disposition requirements in 2 CFR 200.313(e) if Grantee ceases to use the Charging Station for charging purposes as provided in this Grant Agreement.

#### D. EVENTS OF DEFAULT AND OPPORTUNITY TO CURE

- (1) Upon the occurrence of a Default, Grantee shall promptly notify the Department by email to <a href="DOTWEVIprojectdevelopment@dot.wi.gov">DOTWEVIprojectdevelopment@dot.wi.gov</a> and shall have thirty (30) calendar days from Grantee's actual or constructive knowledge of such Default within which to cure such Default. If a Default is not capable of cure within those thirty (30) calendar days, Grantee shall commence the cure within thirty (30) calendar days of Grantee's actual or constructive knowledge of such Default and shall continuously and diligently complete such cure within ninety (90) calendar days. If a Default is cured within the time provided in this paragraph, such Default shall cease to exist.
- (2) In the event the Department discovers a Default, the Department shall promptly notify the Grantee in writing of such Default; however, the Department is not required to provide Grantee notice of a Default to trigger the provisions of this Section III.D. If the Department notifies the Grantee of a Default, but the Grantee disputes the existence of such Default, the Parties shall promptly communicate and meet to resolve such dispute. If the Parties concur that an event of Default did occur, Grantee's time to cure such Default, as provided in subsection (1) above, shall commence on the date of such concurrence. In the event the Parties cannot reach a concurrence as to the existence of a Default, or cannot otherwise reach an agreement satisfactory to the Department, within thirty (30) days, the Department may

- terminate this Grant Agreement or the applicable Work Orders and/or O&M Plan as provided in subsection (4), below.
- (3) The Department may reimburse Grantee from Grant funds for any Work Required that Grantee performs to cure a Default under this section; provided, however, that in no event will compensation for such work exceed the total amount of the Grant awarded to Grantee under this Grant Agreement.
- (4) If a Default is not cured as provided in this Section III.D., or if a Default is not capable of being cured within the period provided for herein, the Department may terminate this Grant Agreement or the applicable Project's Work Orders and/or O&M Plan by 30 day written notice to Grantee. Upon the effective date such termination, the Department shall be relieved of any further obligations thereunder. The provisions of this Section III.D. and the provisions of Section III.E. related to rights and duties following termination hereunder shall survive termination of this Grant Agreement.
- (5) The Department will review each Default to establish responsibility for additional costs incurred due to the Default. If the Department determines that it has incurred additional costs due to a Default and pursues reimbursement from the Grantee for such additional costs, the Department will notify the Grantee in writing of such a decision and its options for repayment. The Department's options listed in priority order are:
  - a. Repayment in full;
  - b. Deductions from other payments by Department due and payable to the Grantee by equitable right of set-off, as described in Section IV.A.(6) of this Grant Agreement;
  - c. Legal action by the Grantee, Department, or both to collect the costs; or
  - d. Any combination of the above

#### E. TERMINATION OF GRANT AGREEMENT

- (1) In the event this Grant Agreement is terminated, in whole or in part, by the Department, as provided in Section III.D.(4), without fault on the part of the Grantee, or upon mutual agreement of the Parties, the Grantee shall be paid for any Work Required rendered through the effective date of such termination.
- (2) In the event this Grant Agreement is terminated, in whole or in part, by the Department, as provided in Section III.D.(4), for fault on the part of the Grantee, the Grantee shall be paid the reasonable value of the Work Required and accepted by Department up to the time of termination. The Department will determine the value of the same. The Department has sole discretion in determining fault for termination of this Grant Agreement for the purposes of this Section III.E.
- (3) In the event the Grantee is unable to complete all Work Required under a Project's Work Orders or O&M Plan prior to termination or completion of this Grant Agreement or its applicable parts, the Grantee shall immediately return any Project funds paid to Grantee that were prorated for any uncompleted portion of the Work Required thereunder, and shall work with the Department to assign a new grantee for the Project. The Department shall determine the appropriate written documentation required to approve and authorize the transfer of all of Grantee's interests, rights, title, duties, and responsibilities as to such Project to the new grantee (including ownership of any EVSE equipment and property rights to the Project Site) such that the new grantee may complete the Project without undue delay. The Department shall not unreasonably withhold its approval.

- (4) Unless this Grant Agreement has been terminated as provided in this Section III.E. before the completion of the Work Required, the Grant Agreement shall not be considered fulfilled upon completion and acceptance of the Work Required, or upon final payment, therefore, but shall be considered to be in full force and effect for the purposes of requiring the Grantee to make revisions or corrections in the Work Required as are necessary to cure a Default as provided in Section III.D.
- (5) The Department reserves the right to cancel this Grant Agreement in whole or in part without penalty due to non-appropriation or unavailability of funds. The Department is not obligated to pay the Grantee for any Work Required that is conducted after the effective date of termination. However, the Grantee shall be entitled to a payment for all Work Required rendered through the termination effective date, as provided in Section III.E(1).

#### F. SUBCONTRACTING WORK REQUIRED UNDER GRANT AGREEMENT

- (1) The Grantee shall not subcontract or assign all or any part of the Work Required under this Grant Agreement without the prior written approval of the Department. No Work Required shall be subcontracted or assigned to a third party except in compliance with Section 108 of the Specifications. Consent to assign, subcontract, or otherwise dispose of any portion of this Grant Agreement shall not be construed to relieve the Grantee of any responsibility for fulfilling the Work Required.
- (2) Unless otherwise expressly authorized by the Department, Grantee shall not subcontract or assign any of the Work Required under this Grant Agreement to a third-party that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Grant Agreement. Before subcontracting or assigning any of the Work Required to a third party, the Grantee may verify the eligibility of such third party on the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>).
- (3) All the applicable terms of this Grant Agreement remain in force and inclusion in any subcontract or assignment are a condition to any approved subcontract or assignment.

#### IV. BASIS OF PAYMENT

#### A. GENERAL

- (1) Cost reimbursement will be limited to those items allowable as identified on the List of Reimbursable Expenses attached as **Appendix B** to this Grant Agreement, subject to applicable federal regulations, including 48 CFR part 25.
- (2) Payment by the Department for the completed and approved Work Required rendered under this Grant Agreement is intended as full compensation for work performed or services rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work.
- (3) The Grantee shall submit invoices on a form prescribed by the Department, no more than every 90 days and no less than every six (6) months during the progress of the Work Required, or pursuant to any other payment schedule provided to Grantee by the Department, for partial payment on account, for the authorized Work Required completed to date. The final invoice for Work Required under a Project's Work Orders shall be submitted to the Department within three months of completion of all Work Required under such Work Orders. The final invoice for Work Required under a Project's O&M Plan shall be submitted within three months of completion of the Period of Performance.

(4) Invoices shall separately identify costs for each Work Order and Operations and Maintenance Plan.

- (5) Final payment of any balance due the Grantee will be made within 30 days after its verification by the Department, upon completion of the Work Required under the respective Work Order or Operations and Maintenance Plan, acceptance by the Department, and upon return of the survey notes, records, reports, final estimates, as-built plans, Specifications, Manuals, guides, construction contracts and plans, and other documents required to be returned or to be furnished under this Grant Agreement. No payment shall be construed as the Department's acceptance of unsatisfactory or defective work or materials or as a waiver of Default.
- (6) The Department has the equitable right to set off, pursuant to Wis. Stat. § 73.12, against any sum due and payable to the Grantee under this Grant Agreement, any amount the Department determines the Grantee owes the Department, whether arising under this Grant Agreement or under any other agreement or as otherwise provided by law.
- (7) All documents and evidence pertaining to costs incurred under this Grant Agreement will be available for inspection during normal business hours in the Grantee's office for a period of three (3) years following final payment by the Department under this Grant Agreement, including payments under any O&M Plan, as so indicated by the Department.
- (8) The Grantee may be subject to the single audit standards as provided at 2 CFR P art 200 and shall cooperate fully with any request for them.

#### V. EQUIPMENT AND REPORTING REQUIREMENTS

#### A. EQUIPMENT OWNERSHIP

Upon Grantee's receipt of a Notice of Acceptance for a Project, the Grantee shall own all EVSE equipment at such Project Site. If the Grantee is unable to complete all Work Required under an Operations and Maintenance (O&M) Plan for the entire Period of Performance, the Department and Grantee shall immediately follow the procedures provided in Section III.E.(3) of this Grant Agreement to ensure that a new grantee may complete the Project without undue delay.

#### B. EQUIPMENT ACQUISITION

Equipment purchased with funds awarded under this Grant Agreement will be subject to the rules for equipment acquired under Federal awards to non-Federal entities, as outlined in 2 CFR § 200.313.

#### C. EQUIPMENT CERTIFICATION

The Grantee shall ensure that all chargers are certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory and that all AC Level 2 chargers are ENERGY STAR certified. The Grantee shall also ensure that DCFC and AC Level 2 chargers are certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.

#### D. FIVE-YEAR OPERATIONS AND MAINTENANCE OBLIGATION

(1) The Grantee shall operate and maintain the EVSE at the Project Site for the full Period of Performance in compliance with the O&M Plan and as provided in this Section V.D. The O&M Plan must address, to the Department's satisfaction, all framework sections provided

in **Attachment to Appendix D**. The Grantee shall perform the maintenance to ensure an acceptable level of physical integrity and operation consistent with original design standards. During the Period of Performance, material or repeated failure to operate or maintain the Charging Station in compliance with this paragraph may be considered a Default subject to Section III.D. of this Grant Agreement.

- (2) During the Period of Performance, other than allowable downtime for maintenance, vandalism, and natural disasters, Grantee shall ensure that each Charging Port is fully operational and available for greater than 97 percent (97%) of the time on average, annually, as per 23 CFR § 680.116(b). Uptime shall be self-monitored by the Grantee. Grantee must immediately report to the Department any failure to comply with the requirements of this provision.
  - a. The Department may notify the Grantee if it has reason to believe the Uptime requirement is not being met and require the Grantee to develop an action plan to bring the equipment back to working condition and improve system Uptime to the required level. The Grantee shall implement the action plan.
  - b. During the Period of Performance, material or repeated non-compliance with the Uptime requirement may be considered a Default subject to Section III.D. of this Grant Agreement.
- (3) The Department shall only reimburse operations and maintenance costs provided under this Section V.D. if the services are provided as follows:
  - a. Services Performed Through Fixed Contract. If the Grantee contracts with a third-party to provide any portion of the operation and maintenance services, the contract for such services must cover 100 percent of the costs for any labor, equipment, parts, materials, and routine, preventative, and emergency maintenance services provided by the third-party under such contract. Any such contract with a third-party to provide operation and maintenance services shall include comprehensive routine and preventive maintenance for all equipment and systems serviced by the third-party under the contract, and repair and part replacement coverage (sometimes called a "breakdown" insurance policy) for all equipment serviced by the third-party under the contract.
  - b. Services Performed In-House. If the Grantee or its employees provide any portion of the operation and maintenance services, the Grantee must submit to the Department, before execution of this Grant Agreement, a written cost proposal for all operations and maintenance services to be performed in-house by the Grantee or its employees. The cost proposal must cover 100 percent of the costs for any labor, equipment, parts, materials, and routine, preventative, and emergency maintenance services provided by the Grantee or its employees under the cost proposal. The cost proposal shall include comprehensive routine and preventive maintenance for all equipment and systems serviced by the Grantee or its employees under the cost proposal, and repair and replacement coverage (sometimes called a "breakdown" insurance policy) for all equipment serviced by the Grantee or its employees under the cost proposal. The Department shall not fund operations and maintenance services performed in-house by the Grantee or its employees that exceed the total of such cost proposal.

#### E. REPORTING REQUIREMENTS

Grantee will comply with all Federal and State reporting requirements under the Program. Reporting requirements are subject to change, at the discretion of the Department or FHWA, during the Grant Agreement. Reporting requirements may include, but are not limited to, data entry into EV-ChART, a federally maintained platform for uniform data reporting and submission,

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on a one-time, annual, or quarterly basis. Grantee can access the EV-ChART guidance document here: <a href="https://driveelectric.gov/files/ev-chart-data-guidance.pdf">https://driveelectric.gov/files/ev-chart-data-guidance.pdf</a>. The Department will provide the Grantee with a complete reporting template and guidance.

- (1) Quarterly data required for submission will include, but is not limited to:
  - a. Charging station identifier
  - b. Charging port identifier
  - c. Charging session start time, end time, error codes associated with unsuccessful charging session by port
  - d. Energy (kWh) dispensed to Evs per charging session by port
  - e. Peak session power (kW) by port
  - f. Payment methods associated with each charging session
  - g. Charging station port uptime, T\_outage, and T\_excluded calculated in accordance with the equation in § 680.116(b) for each of the previous 3 months:

$$\mu = ((525,600 - (T_outage - T_excluded))/525,600) \times 100$$
 where:

 $\mu$  = port uptime percentage,

T\_outage = total minutes of outage in the previous year and

T\_excluded = total minutes of outage in the previous year caused by the following reasons outside the charging station operator's control provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters. Also excluded are hours outside the identified hours of operation of the charging station.

- h. Duration (minutes) of each outage
- (2) Annual data required for submission will include, but is not limited to:
  - a. Maintenance and repair cost per charging station for the previous year
  - b. Identification of and participation in any State or local business opportunity certification programs, including but not limited to minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and businesses owned by economically disadvantaged individuals.
- (3) One-time data required for submission will include, but is not limited to:
  - a. The name and address of the private entity(ies) involved in the operation and maintenance of chargers.
  - b. Distributed energy resource installed capacity, in kW or kWh as appropriate, of asset by type (e.g., stationary battery, solar, etc.) per charging station
  - c. Charging station real property acquisition cost, charging equipment acquisition and

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installation cost, and distributed energy resource acquisition and installation cost

d. Aggregate grid connection and upgrade costs paid to the electric utility as part of the Project, separated into:

- i. Total distribution and system costs, such as extensions to overhead/underground lines and upgrades from single-phase to three-phase lines
- ii. Total service costs, such as the cost of including poles, transformers, meters, and onservice connection equipment.

#### F. EMERGENCY INCIDENT REPORTING REQUIREMENT

During the Period of Performance, the Department must be notified within 48 hours after the Grantee becomes aware of any of the following critical events by emailing <a href="mailto:DOTWEVIprojectdevelopment@dot.wi.gov">DOTWEVIprojectdevelopment@dot.wi.gov</a>:

- (1) Charging Station or Charging Ports have been inoperable for an extended period (>60 minutes for any incident outside of the charging station operator's control as defined in "T\_excluded" of the NEVI Final Rule Uptime Calculation (23 CFR 680.116));
- (2) Charging Station or Charging Ports have been damaged and are inoperable; or
- (3) Emergency responders were dispatched to and were on-site at the Charging Station.

During the Period of Performance, material or repeated non-compliance with this Section V.F. may be considered a Default subject to Section III.D. of this Grant Agreement.

#### G. CUSTOMER SERVICE

The Grantee shall ensure that customer service is provided and available 24 hours per day, seven days a week, 365 days per year, on accessible platforms that provide multilingual services and comply with the Americans with Disabilities Act of 1990. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE, including, but not limited to, reports from customers concerning outages, malfunctions, and other issues with the Charging Stations. Grantee shall take reasonable steps to ensure meaningful access to the EVSE by persons with limited English proficiency (LEP); Grantee may use the U.S. Department of Transportation's LEP guidance to fulfill this requirement. During the Period of Performance, material or repeated failure to comply with these customer service requirements shall be considered a Default subject to Section III.D. of this Grant Agreement.

#### H. CHARGING STATION SPECIFICATIONS

The Charging Station specifications shall meet all equipment requirements provided in 23 CFR Part 680.

#### I. PROJECT REVENUE AND PRICING FOR EV CHARGING

(1) Project Revenue. As per 23 CFR § 680.106, the Grantee may use revenue generated from the operation of the Project EVSE for debt service, a reasonable return on investment, and costs for operation, maintenance, and site improvement. The Grantee shall include sufficient information in its Operations and Maintenance Plan for the Department to evaluate and confirm that Project revenue will be used in accordance with the 23 CFR Part 680. Any material decreases in costs or increases in revenues during the Period of Performance shall

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be reported to the Department for review and confirmation that the Project remains in compliance with the approved Operations and Maintenance Plan and the 23 CFR Part 680.

(2) Pricing for EV Charging Customers. Under Wis. Stat. § 16.9565, the Grantee shall charge customers a reasonable fee for the electricity delivered or placed by all Project EVSE. If the Department has reason to believe that the Grantee is charging an unreasonable fee, the Department shall notify the Grantee. As soon as possible after notification, but in no case more than seven (7) calendar days, the Grantee shall contact the Department to meet and discuss the Department's concerns. The Grantee shall develop and implement a written corrective action plan upon the Department's request. Repeated non-compliance with this reasonable charging fee requirement may be considered a Default subject to Section III.D. of this Grant Agreement.

#### VI. MISCELLANEOUS PROVISIONS

#### A. CONSTRUCTION ENGINEERING STANDARDS

- (1) All Work Required under the Grant Agreement shall comply with the terms herein and with the current standard practices of the Department as contained in the Specifications, Special Provisions, Manuals, guides and written instructions and shall be consistent with generally accepted professional practice.
- (2) No variation will be permitted except by written order from the Department.

#### B. SITE ACCESS

The Grantee grants the Department, FHWA, their employees, agents, representatives, consultants, and contractors, subject to this Grant Agreement and the Department's supervision, a right to enter any and all parts of the Project Site(s) at any time during the term of the Grant Agreement without notice, to observe, inspect, photograph, or otherwise document the Charging Station and progress of the Work Required. If the Grantee is not the Site Host, the Grantee shall ensure that the Site Host Agreement, attached as **Appendix C** to this Grant Agreement, or other agreements and instruments satisfactory to the Department, are consented to by the Site Host and include clauses that permit the Department to enter to the full extent required by this section.

#### C. OWNERSHIP OF DOCUMENTS

- (1) Upon completion or termination of this Grant Agreement, the originals of all plans, Specifications, Manuals, guides, written instructions, unused forms and recordkeeping books, and other written data and information furnished to the Grantee by the Department for the performance of the Grant Agreement, and all survey notes, diaries, reports, records, estimates, as-built or record plans, and other information and data collected or prepared by the Grantee in the performance of this Grant Agreement shall be appropriately arranged and delivered to the Department and shall become the property of the Department.
- (2) Documents collected or prepared by the Grantee in the performance of this Grant Agreement may be used without restriction by the Department for any public purpose. Any such use shall be without compensation or liability to the Grantee. Notwithstanding the preceding, the Department shall not disclose any information provided by Grantee to Department that Grantee conspicuously designates as confidential, or which can otherwise be kept confidential under the Wisconsin Open Record Law, unless required by law or court order to so disclose; the Department shall notify the Grantee in writing at least five (5) days prior to its disclosure of any such information. If the designation of confidentiality of such information is

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challenged, Grantee shall be solely responsible for defending the designation of confidentiality and agrees to hold the Department harmless for any costs or damages arising from the Department's withholding of such information.

#### D. ACCESS TO RECORDS

The Grantee and its subcontractors, if any, agree to maintain for inspection by the Department, FHWA, and others all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Grant Agreement and to make such materials available at their respective offices at all reasonable times during the life of the Grant Agreement and for three (3) years from the date of final payment under the Grant Agreement or from the date of the Department's Notice of Completion, whichever is later, and to furnish copies thereof if requested. Notwithstanding the preceding, the Grantee shall not be required to make available or furnish copies of any such documents to third-parties if Grantee designates such documents as confidential, or if such documents can otherwise be kept confidential under the Wisconsin Open Record Law, unless Grantee is required by law or court order to furnish copies thereof. Grantee shall be solely responsible for defending such designation of confidentiality.

#### E. LEGAL RELATIONS

- (1) The Grantee shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws and regulations.
- (2) The Grantee shall be responsible for any and all damages to property or persons related to this Grant Agreement.
- (3) The Grantee shall indemnify and save harmless the Department and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from the negligence of the Grantee in connection with the performance and completion of the Work Required by the Grant Agreement.

#### F. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of Work Required under this Grant Agreement, the Grantee, for itself, its assignees, and successors in interest, agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute Section 51.01(5), sexual orientation as defined in Wisconsin Statute Section 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department, setting forth the provisions of this nondiscrimination clause.

#### G. CONFLICT OF INTEREST

- (1) The Grantee shall not employ any person currently employed by the Department for any Work Required included under the provisions of the Grant Agreement.
- (2) The Grantee shall promptly notify the Department if a conflict of or potential conflict of interest as specified in subsection (1) above arises or becomes known to the Grantee. Upon receipt of such notification, Department written approval is required for the Grantee to continue to perform work under this Grant Agreement.

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#### H. INSURANCE REQUIREMENTS

(1) The Grantee shall maintain the following types and limits of commercial insurance in force until such time as all work under or incidentals to the Grant Agreement.

#### **Type of Insurance**

- (a) Commercial General Liability Insurance shall be endorsed to include completed operations and blanket contractual liability coverage.
- (b) Worker's Compensation and Employer's Liability Insurance
- (c) Commercial Automobile Liability Insurance shall cover all Grantee owned, non-owned and hired vehicles used in carrying out the Grant Agreement.

#### Minimum Limits required \*

\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.

Worker's Compensation: Statutory Limits

Employer's Liability:

Bodily Injury by Accident – \$100,000 Each Accident Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee

\$1 Million – Combined Single Limits per occurrence

\$1 Million – Each Claim may be subject to an Annual Aggregate Limit of \$1 Million

- \* These requirements may be satisfied through primary insurance coverage or through excess/umbrella insurance policies.
- (2) The Department shall be furnished with an insurance certificate (or certificates) showing that the Grantee is covered by the above-required types and amounts of insurance before performing any Work Required under this Grant Agreement.
- (3) A 60-day notice of cancellation or change in coverage shall be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A or better. The Department reserves the right to require other coverage and limits as described in the Special Provisions of this Grant Agreement.
- (4) The above insurance requirements shall apply with equal force whether the work under this Grant Agreement is performed by the Grantee, a subcontractor of the Grantee, or by any entity employed directly or indirectly by either party.

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(5) Any exceptions to the above insurance requirements require written approval from the Department. The approval must be reflected in the Special Provisions of this Grant Agreement.

#### I. CERTIFICATION REGARDING LOBBYING

#### The Grantee certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **standard form-LLL**, "**Disclosure of Lobbying Activities**," in accordance with its instructions.

#### J. FEDERAL HIGHWAY AID FUNDING STATUTORY REQUIREMENTS

- (1) All applicable Federal statutory and regulatory requirements apply to the Project(s). These requirements include, but are not limited to, the following "Acts" and "Regulations":
  - a. All statutory and regulatory requirements that are applicable to funds apportioned under <u>Chapter 1 of Title 23</u>, <u>United States Code</u>, and the requirements of <u>2 CFR part 200</u> apply. This includes the applicable requirements of 23, United States Code, and <u>Title 23</u>, <u>Code of Federal Regulations</u>, such as the applicable Buy America requirements at <u>23 U.S.C. 313</u> and the Build America, Buy America Act (Pub. L. No 117-58, div. G sections 70901-70927).
  - b. As provided at 23 U.S.C. 109(s)(2), projects to install EVSE are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, 23 U.S.C. 113 applies and Davis-Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of Title 40, U.S.C., must be paid for any Project funded with Program funds. Location-specific wage rates are included in **Appendix G** to this Grant Agreement.
  - c. The Americans with Disabilities Act of 1990 (ADA) and its implementing regulations, apply to Charging Stations by prohibiting discrimination based on disability by public and private entities. Charging Stations must comply with applicable accessibility standards adopted by the Department of Transportation in its ADA regulations (49 CFR part 37) in 2006 and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010.
  - d. Title VI of the Civil Rights Act of 1964, and its implementing regulations, apply to this Program to ensure that no person shall, on the grounds of race, color, or national

- origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. All applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and its implementing regulations, apply to this Program.
- f. The Uniform Relocation Assistance and Real Property Acquisition Act at 49 CFR part 24, and implementing regulations apply to this Program by establishing minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.
- g. The National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to this Program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human environment.
- h. Unless otherwise exempted by law, all FHWA Required Contract Provisions for Federal-Aid Construction Contracts as outlined in Form FHWA-1273 are attached as **Appendix F** to this Grant Agreement.
- (2) In all subcontracts or assignments made by the Grantee for Work Required to be performed by a third party, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this Grant Agreement and the Acts and Regulations.
- (3) The Grantee will provide all information and reports required by the Acts and Regulations and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the FWHA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish the information, the Grantee will certify to the Department or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (4) In the event of Grantee noncompliance with the provisions of this Section VI.J., the Department will impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Grantee until the Grantee complies and/or
  - b. Canceling, terminating, or suspending this Grant Agreement, in whole or in part.
- (5) The Grantee will include the provisions of paragraphs one through five of this Section VI.J. in every subcontract, including procurements of materials and leases of equipment, unless exempt under Wisconsin law or by the Acts, Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as the Department or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the Grantee becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Grantee may request the Department to enter into any litigation to protect the interests of the State.

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# APPENDIX A

# WORK ORDERS

Budget Details		
Project	Oneida_I-41_G	
Project ID	39509000571	
Address	2522 W. Mason Street	
City	Green Bay	
State	WI	
Zip Code	54303	
Utility	Wisconsin Public Service Corp	
Design	\$10,000.00	
Hazardous Materials Assessment	\$0.00	
Permitting	\$1,000.00	
Utility Infrastructure Upgrades	\$56,960.00	
Concrete, Excavation, Landscaping	\$108,000.00	
Electrical Material	\$0.00	
Electrical Labor	\$0.00	
Hardware and Software (Capitalized)	\$283,226.00	
Hardware and Software (5 years)	\$36,680.00	
Networking and Data Contract (5 Years)	\$0.00	
<b>Maintenance Services Contract</b>	\$5,000.00	
Administrative Preconstruction Costs	\$6,500.00	
Total 5 Year Cost	\$507,366.00	
Grant Request Percentage	80%	
Grant Request Reimbursement	\$405,892.80	
Grant Match Percentage	20%	
Grant Cost Share	\$101,473.20	

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#### APPENDIX B

#### LIST OF REIMBURSABLE EXPENSES

- 1. Costs for pre-construction work, including environmental clearances, site design, and site permitting.
- 2. Labor associated with Project Site preparation, such as trenching or equipment installation (Grantee will be required to separate equipment, non-labor project costs, and labor costs).
- 3. Costs of minor utility grid updates (work necessary to connect charging station to the electric grid distribution network), including:
  - (i) Costs for minor extensions or upgrades to existing power lines, and
  - (ii) Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
- 4. Costs to obtain and install new Program-compliant Charging Station and EVSE-related hardware and software.
- 5. Costs to obtain and install, repair, upgrade, or replace existing EVSE and Charging Station equipment to meet Program minimum standards and requirements, including costs to upgrade existing EV charging stations to meet Americans with Disabilities Act (ADA) requirements.
- 6. Costs of shipping fees and taxes for eligible items.
- 7. Construction costs for Charging Station installation (as defined under 23 U.S.C. 101(a)(4)), including site restoration directly related to the Charging Station after installation. This includes landscaping remediation directly resulting from installing the Charging Stations.
- 8. Costs to install onsite signage for user wayfinding directly related to the Charging Station, including parking stall striping directly resulting from installing the Charging Stations.
- 9. Costs to install onsite physical safety features, including lighting to illuminate the Charging Stations, video surveillance equipment of the Charging Stations for security and remote monitoring, and other on-site safety features to enhance the physical safety of Charging Station users and equipment.
- 10. Construction project management costs directly related to the Charging Stations.
- 11. Public outreach and education directly related to the utilization of the Charging Stations.
- 12. Operations and maintenance costs for up to five (5) years after the Charging Station is operational are limited strictly to the following three categories:
  - (i) Charging equipment lease fees (if the Grantee chooses the lease option for equipment rather than the purchase option). The lease costs are only eligible if paid through a fixed contract;
  - (ii) Cellular network fees, internet service fees, or similar fees/costs for Charging Station data sharing. This includes, to the extent practicable, expenses related to the specific data-sharing requirements of this Program, as well as costs of data sharing on all EVSE and Charging Station activities on the Charging Station network funded by this Program. Networking costs are only eligible if paid through a fixed contract; and,
  - (iii) Hardware and software maintenance and repair costs, including service agreements with third-party contractors, charging equipment manufacturers, warrantors, or aftermarket providers. Hardware and software maintenance and repair costs are only eligible if paid through a fixed contract or per a Cost Proposal attached to this Grant Agreement.
- 13. Warranties for equipment, parts, and labor (not exceeding the maximum five (5) year Program limits).

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# APPENDIX D

OPERATIONS AND MAINTENANCE PLAN

Date: November 13, 2025 25 of 31

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#### ATTACHMENT to APPENDIX D

# FRAMEWORK SECTIONS FOR OPERATIONS AND MAINTENANCE (O&M) PLAN

1. Introduction and Overview: Briefly explain the purpose and scope of the O&M plan.

## 2. Station Description and Operating Procedures:

- Provide detailed information about the charging station and instructions for its operation.
- Include procedures for starting and stopping charging sessions, managing user access, and ensuring safety.

# 3. Maintenance Schedule and Fault Response:

- Outline a preventive maintenance schedule including regular inspections and cleaning routines.
- Specify protocols for reporting and addressing faults or malfunctions, and emergency shutdown procedures.

# 4. Safety, Environmental, and Regulatory Compliance:

- Combine guidelines for handling electrical hazards, environmental considerations, and regulatory compliance.
- Include procedures for waste disposal, minimizing environmental impact, and ensuring compliance with relevant standards and regulations.

## 5. Software and IT Management, Record Keeping, and Documentation:

- Address software updates, data management, and documentation requirements together.
- Include procedures for updating charging station firmware, managing data privacy and security, and maintaining maintenance activities and compliance records.

## 6. Supplier and Contractor Management, Budgeting, and Financial Management:

- Group supplier and contractor management with budgeting and financial management.
- Include contracts and agreements with equipment suppliers and maintenance providers, cost projections, and budget allocation for maintenance and upgrades.

# 7. Community Engagement, Customer Support, and Training:

- Combine community engagement, customer support, and training initiatives.
- Include channels for receiving feedback from EV users, communication strategies for informing the community, and training programs for station operators and maintenance staff.

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#### APPENDIX E

#### MATERIALS SPECIFICATIONS

The Grantee shall provide materials pursuant to the Department's <u>Specifications</u> as specified in the following sections (all numbered citations below reference sections of the Specifications):

#### **ASPHALT**

For asphaltic materials included in the Grant Agreement, furnish asphaltic mixture meeting the requirements specified for either type LT or MT mix under section 460.2, except the Department will not require the Grantee to conform to the quality management program specified under section 460.2.8. When required, use tack coat as required under section 450.3.2.7.

The Grantee need not submit a mixture design. Furnish aggregates mixed with an asphaltic binder. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic binder in a Department-approved mixing plant. The Grantee may include reclaimed asphaltic pavement materials in the mixture.

The Department will accept the material based on certification by the producer or manufacturer stating that the material conforms to the specification requirements.

#### **DENSE-GRADED BASE**

Conform to the definitions under section 301.2 of the Specifications.

When the Grant Agreement requires placement of dense-graded base, provide virgin material conforming to the gradation requirements in section 305.2.2. Ensure that the material provided has a liquid limit less than or equal to 25 and a plasticity index less than or equal to 6.

The Department will accept the material based on certification by the producer or manufacturer stating that the material conforms to the specification requirements.

# **CONCRETE, CAST IN PLACE**

Cast in place concrete must conform to Grade A concrete in section <u>501</u>, and meet the mix design and certification requirements for Class III concrete in section <u>716</u>.

#### ELECTRICAL CONDUIT

Unless otherwise specified in the Grant Agreement, furnish electrical conduit in accordance with section <u>652.2</u>, with a UL or NRTL label on each piece installed.

Rigid Metallic Conduit - Furnish conduit and fittings conforming to ANSI C 80.1 for rigid metallic conduit.

Rigid Nonmetallic Conduit - Furnish PVC electrical conduit conforming to UL 651. Use schedule 40 heavy wall type for enclosed locations. Use schedule 80 extra-heavy wall type for locations exposed to the elements.

Submit manufacturer certificate(s) of compliance demonstrating conformance with above-referenced industry standards, along with documentation that the material complies with Buy America requirements, where required, for iron and steel products, construction materials, and manufactured products.

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#### **ELECTRICAL WIRING**

Unless otherwise specified in the Grant Agreement, furnish electrical wire and cable in accordance with section 655.2, as required, for the intended application.

Submit manufacturer certificate(s) of compliance demonstrating conformance with applicable industry standards, along with documentation that the material complies with Buy America requirements, where required, for iron and steel products, construction materials, and manufactured products.

#### GRANULAR BACKFILL

Furnish virgin materials consisting of either sand-sized particles or sand-sized particles mixed with gravel, crushed gravel, or crushed stone. Do not use materials classified under section 301.2.4.3 as crushed concrete, reclaimed asphalt, reprocessed material, and blended material. The Grantee may use material from the work site.

When necessary, furnish backfill conforming to the gradation in section <u>520.2.5.2.2</u>.

Ensure that the material provided has a liquid limit less than or equal to 25 and a plasticity index less than or equal to 6.

The material will be accepted by the Department based on certification by the producer or manufacturer stating that the material conforms to the specification requirements.

#### LIGHTING

Unless otherwise specified in the Grant Agreement, in accordance with section <u>659.2</u> furnish lighting components from the Department's electrical qualified product list (see link below).

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/prods/qpl.aspx

Provide the following certifications for lighting components as applicable:

- Manufacturer's Certificate of Compliance
- Buy America Certification, where required and as applicable, for iron and steel products (including light poles and hardware), construction materials (aluminum poles), and manufactured products.
- Certification demonstrating compliance with all applicable industry standards (e.i. IES/IESNA, AASHTO, UL, etc.)

## PAVEMENT MARKINGS

Unless otherwise specified in the Grant Agreement, use epoxy-based pavement marking materials from the Department's approved product list (APL; see link below).

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

Provide documentation from manufacturer confirming which product from the APL was used.

#### PRECAST CONCRETE PRODUCTS

Unless otherwise specified in the Grant Agreement, use only precast concrete products from a Department-certified plant on the APL (see link below).

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

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Provide the following certifications for precast concrete products as applicable:

- Manufacturer's Certificate of Compliance
- Buy America Certification, where required and as applicable, for iron and steel products (including precast products containing steel reinforcement), construction materials, and manufactured products.
- Certification demonstrating compliance with all applicable industry standards (e.i. IES/IESNA, AASHTO, UL, etc.)

## **SIGNAGE**

Furnish signage in accordance with the Work Orders along with supporting documentation of materials used. Provide Buy America Certification, where required and as applicable, for iron and steel products (including signposts and hardware), construction materials, and manufactured products.

#### PROTECTIVE BOLLARDS

Furnish protective bollards in accordance with the Work Orders along with supporting documentation of material used. Provide Buy America Certification, where required and as applicable, for iron and steel products (including steel pipe), construction materials, and manufactured products.

#### STEEL REINFORCEMENT

Furnish steel reinforcement in accordance with the Work Orders along with supporting documentation of material used. Provide required Buy America Certification for iron and steel materials.

## MATERIALS, GENERAL

Unless otherwise specified in the Grant Agreement or included in an existing standard specification or special provision, certifications for all materials should include at a minimum:

- Manufacturer's Certificate of Compliance
- Buy America Certification, where required and as applicable, for iron and steel products, construction materials, and manufactured products.
- Certification demonstrating compliance with all applicable industry standards (e.i. ASTM, AASHTO, UL, etc.)

A manufacturer's certificate of compliance must include:

- 1. Name of the manufacturer or of the supplier.
- 2. Name and use of the product.
- 3. Statement of the specification that the product meets, such as AASHTO and ASTM and the specification number, or when applicable, the Special Provisions. In some cases, it may be the manufacturer's specifications.
- 4. Signature and job of a person in responsible charge of certifying the product who can bind the company and the signer's job title. An example of a correct certification of compliance is shown in Figure 845-1 in Section 845 of the Department's Construction and Materials Manual (CMM).

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# APPENDIX F

FHWA-1273 – Federal-Aid Construction Contract Required Provisions

Date: November 13, 2025 30 of 31

FHWA-1273 - Revised October 23, 2023

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- Non-segregated Facilities Ш
- IV. Davis-Bacon and Related Act Provisions
- V Contract Work Hours and Safety Standards Act
- Subletting or Assigning the Contract Safety: Accident Prevention VI.
- VII.
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Certification Regarding Debarment, Suspension, Х Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for XΙ
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seg.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="FHWA-1391">FORT FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance

- **4.** Apprentices and equal employment opportunity (29 CFR 5.5)
- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of  $\underline{40}$   $\underline{\text{U.S.C. }3144(b)}$  or  $\S$  5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure,  $\underline{18}$  U.S.C. 1001.
- 11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or  $\underline{29}$  CFR part  $\underline{1}$  or  $\underline{3}$ ;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

## 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

# 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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# APPENDIX G

LOCATION-SPECIFIC WAGE RATES

Date: November 13, 2025 31 of 31



"General Decision Number: WI20250015 09/19/2025

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0 1 01/03/2025 02/21/2025

٠.	2	05/23/2025
	3	06/06/2025
	4	06/27/2025
	5	07/04/2025
	6	07/11/2025
	7	07/25/2025
	8	08/15/2025
	9	08/29/2025
	10	09/05/2025
	11	09/12/2025
	12	09/19/2025

BOIL0107-001 01/01/2025

Rates	Fringes
Kates	Fringes

BOILERMAKER

Boilermaker.....\$ 46.52 34.63 \_\_\_\_\_

BRWI0001-002 06/01/2025

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES** 

Rates Fringes BRICKLAYER.....\$ 40.09 28.10

BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes BRICKLAYER.....\$ 48.60 29.31

BRWI0002-005 06/01/2025

ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 46.01 29.31 \_\_\_\_\_\_ BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates Fringes BRICKLAYER.....\$ 38.45 27.41

BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes



BRICKLAYER	¢ 11 71	28.90
BRWI0006-002 06/01/2025  ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	\$ 39.36	28.83
BRWI0007-002 06/01/2025		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	
	Rates	Fringes
BRICKLAYER		29.49
BRWI0008-002 06/01/2025		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	SHA COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 45.72	27.42
BRWI0009-001 06/01/2024		
GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES	E, SHAWANO	, WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	\$ 38.45	27.41
BRICKLAYER BRWI0011-002 06/01/2024	\$ 38.45	27.41
	\$ 38.45	27.41
BRWI0011-002 06/01/2024	\$ 38.45  , AND SHEBO	27.41
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45 \$ 38.45 , AND SHEBO Rates \$ 38.45	27.41 DYGAN COUNTIES
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC	\$ 38.45 \$ 38.45 , AND SHEBO Rates \$ 38.45	27.41  DYGAN COUNTIES  Fringes
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45 , AND SHEBO Rates \$ 38.45	27.41  DYGAN COUNTIES  Fringes
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45 , AND SHEBO Rates\$ 38.45	27.41  DYGAN COUNTIES  Fringes
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45\$ 38.45\$ 38.45\$ 38.45\$ 38.45\$ 41.17	27.41  DYGAN COUNTIES  Fringes  27.41  Fringes
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45\$ 38.45\$ 38.45\$ 38.45\$ 38.45\$ 41.17	27.41  DYGAN COUNTIES  Fringes  27.41  Fringes
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45  , AND SHEBO Rates\$ 38.45  COUNTIES Rates\$ 41.17	27.41  DYGAN COUNTIES  Fringes  27.41  Fringes  28.66  EAU CLAIRE, PEPIN,
BRWI0011-002 06/01/2024  CALUMET, FOND DU LAC, MANITOWOC  BRICKLAYER	\$ 38.45  , AND SHEBO Rates\$ 38.45  COUNTIES Rates\$ 41.17	27.41  DYGAN COUNTIES  Fringes  27.41  Fringes  28.66  EAU CLAIRE, PEPIN, WASHBURN COUNTIES



#### DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 40.14	29.67
BRWI0034-002 06/01/2025		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes

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28.66

CARP0068-011 05/05/2025

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes	
CARPENTER	•	31.17 30.98	

CARP0231-002 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
CARPENTER	.\$ 47.73	31.52

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER	· · · · · · · · · · · · · · · · · · ·	28.44 28.44

CARP0314-001 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter Piledrivermen		28.78 28.78

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 46.82 31.92

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER	•	28.44
Piledriver	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER	•	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER	•	28.44
PILEDRIVER	\$ 42.44 	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

Rates Fringes

Fringes



CARPENTER	\$ 42.44	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

Rates	Fringes
\$ 42.44	28.44
\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN	.\$ 42.21	34.07
CARP2337-010 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

·	ta ces	1111863
MILLWRIGHT\$	42.31	32.21

ELEC0014-002 05/25/2025

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 44.29	25.21

ELEC0014-007 05/25/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician	\$ 31.17	20.08

Low voltage construction, installation, maintenance and

c Packet emoval of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

\_\_\_\_\_\_

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

> Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes ELECTRICIAN.....\$ 48.55

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

> Rates Fringes

Electricians:

Electrical contracts over \$180,000.....\$ 33.94 21.80

Electrical contracts under

\$180,000.....\$ 31.75

ELEC0242-005 06/01/2025

DOUGLAS COUNTY

Rates Fringes

Electricians:....\$ 47.46 33.34



ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	\$ 40.19	26%+12.45
ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:	\$ 48.50	26.25
ELEC0494-005 06/01/2025		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	.\$ 50.86	28.26
ELEC0494-006 06/01/2025		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC

	Rates	Fringes
Electricians:	\$ 45.20	25.27

ELEC0494-013 06/01/2025

(Schleswig), and SHEBOYGAN COUNTIES

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 37.13	21.58
Technician	\$ 37.13	21.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more

Where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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#### ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	\$ 40.00	22.69
ELEC0890-003 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	.\$ 43.65	25.95%+12.26

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ELEC0953-001 06/02/2019

Г	races	FLITIBES
Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$ (6) Groundsman\$	42.78 38.02 33.27 30.89	21.43 19.80 18.40 16.88 16.11 14.60

ENGI0139-001 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

I	Rates	Fringes
Power Equipment Operator		
Group 1\$	55.21	28.55
Group 2\$	54.71	28.55
Group 3\$	54.21	28.55
Group 4\$	52.72	28.55
Group 5\$	48.74	28.55
Group 6\$	43.59	28.55

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour



#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150

W; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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ENGI0139-003 06/02/2025

#### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 50.53	27.89
Group 2	.\$ 49.28	27.89
Group 3	.\$ 45.73	27.89
Group 4	.\$ 45.20	27.89
Group 5	.\$ 43.13	27.89
Group 6	.\$ 41.60	27.89
HAZADDOUS MASTE DEEMTIMS.		

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted);
Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or
End Loader (over 40 hp); Motor Patrol; Scraper Operator;
Bituminous Plant and Paver Operator; Screed-Milling
Machine; Roller over 5 tons; Concrete pumps 46 meter and
under; Grout Pumps; Rotec type machine; Hydro Blaster,
10,000 psi and over; Rotary Drill Operator; Percussion
Drilling Machine; Air Track Drill with or without integral
hammer; Blaster; Boring Machine (vertical or horizontal);
Side Boom; Trencher, wheel type or chain type having 8 inch
or larger bucket; Rail Leveling Machine (Railroad); Tie
Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle
Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes
IRONWORKER......\$ 44.66 33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 47.52 33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/01/2025

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern

area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 44.00	32.66
IRON0512-008 05/01/2025		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 46.35	36.86
TRONOF12 024 05 /04 /2025		

IRON0512-021 05/01/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 42.89	36.86
LAB00113-002 06/02/2025		

MILWAUKEE AND WAUKESHA COUNTIES

	R	ates	Fringes
LABORER			
Group	1\$	38.81	25.53
Group	2\$	38.96	25.53
Group	3\$	39.16	25.53
Group	4\$	39.31	25.53
Group	5\$	39.46	25.53
Group	6\$	35.30	25.53

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

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LABO0113-003 06/02/2025

#### OZAUKEE AND WASHINGTON COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	38.06	25.53
Group	2\$	38.16	25.53
Group	3\$	38.21	25.53
Group	4\$	38.41	25.53
Group	5\$	38.26	25.53
Group	6\$	35.15	25.53

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/02/2025

#### KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	37.87	25.53
Group	2\$	38.02	25.53
Group	3\$	38.22	25.53
Group	4\$	38.19	25.53
Group	5\$	38.52	25.53
Group	6\$	35.02	25.53

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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#### LAB00140-002 06/02/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 43.77	19.97
Group 2	\$ 43.87	19.97
Group 3	\$ 43.92	19.97
Group 4	\$ 44.12	19.97
Group 5	\$ 43.97	19.97
Group 6	\$ 40.40	19.97

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/02/2025



DANE COUNTY

	Rates	Fringes
LABORER		
Group	1\$ 44.05	19.97
Group	2\$ 44.15	19.97
Group	3\$ 44.20	19.97
Group	4\$ 44.40	19.97
Group	5\$ 44.25	19.97
Group	6\$ 40.40	19.97

#### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	38.17	27.26
Spray,	Sandblast, Steel\$	38.77	27.26
Repaint	•		
Brush,	Roller\$	36.67	27.26
Spray,	Sandblast, Steel\$	37.27	27.26

PAIN0108-002 06/01/2025

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 43.64	23.35	
Spray & Sandblast	\$ 44.64	23.35	
DATE 000 05 /04 /0000			

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,

	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONR	OE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	•	12.45
PAIN0781-002 06/01/2025		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters:     Bridge  Brush  Spray & Sandblast  PAIN0802-002 06/01/2025	\$ 42.44	24.87 24.87
COLUMBIA, DANE, DODGE, GRANT, CROCK, AND SAUK COUNTIES	GREEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 37.65	21.17
PREMIUM PAY: Structural Steel, Spray, Bridhour.	dges = \$1.0	0 additional per
PAIN0802-003 06/01/2025		
ADAMS, BROWN, CALUMET, CLARK, ELAKE, IRON, JUNEAU, KEWAUNEE, LARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWWAUSHARA, WAUPACA, WINNEBAGO, A	ANGLADE, LIN MENOMINEE, VANO, SHEBOY	COLN, MANITOWOC, OCONTO, ONEIDA, GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER		21.17
PAIN0934-001 06/01/2025		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 40.62	26.37

PAIN1011-002 06/01/2025

FLORENCE COUNTY

Rates Fringes

Painters:.....\$ 31.17 15.92

PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 47.22	31.90
Area C	\$ 40.06	28.65
Area D	\$ 42.28	26.43
Area E	\$ 41.16	27.54
Area F	\$ 37.33	31.38

#### AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/05/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes	
PLUMBER	\$ 52.24	27.56	
PLUM0075-002 06/01/2025			_

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER	.\$ 60.05	27.90
PLUM0075-004 06/01/2025		

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes
PLUMBER.....\$ 60.05 27.90



PLUM0075-009 06/01/2025

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

Rates

Fringes

PLUMBER....\$ 60.57

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

Rates

Fringes

PLUMBER/PIPEFITTER.....\$ 43.90

27.53

PLUM0118-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates

Fringes

Plumber and Steamfitter..... \$ 57.35

29.37

PLUM0400-003 06/01/2025

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 53.23

23.40

PLUM0434-002 06/01/2025

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

\_\_\_\_\_\_

Rates

Fringes

PIPEFITTER.....\$ 50.94

PLUM0601-003 06/01/2025

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

Rates

Fringes

PIPEFITTER.....\$ 58.92

31.34

PLUM0601-009 06/01/2025

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER	\$ 60.13	30.16
TEAM0039-002 06/01/2025		
	Rates	Fringes
TRUCK DRIVER  1 & 2 Axle Trucks  3 or more axles; Euclids or Dumptor, Articulated	\$ 39.57	28.70
Truck, Mechanic	\$ 39.72	28.70
* SUWI2011-001 11/16/2011		
	Rates	Fringes
WELL DRILLER	\$ 16.52 **	
WELDERS - Receive rate prescri	hed for craft	nerforming

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the

Jblic Packet interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

\_\_\_\_\_

END OF GENERAL DECISION"

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## Accept the status update report regarding veteran gravestones

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:
	Enter the requested motion related to this item.
4.	Areas potentially impacted or affected by this request:
	☐ Finance ☐ Programs/Services
	☐ Law Office ☐ MIS
	☐ Gaming/Retail ☐ Boards, Committees, or Commissions
	Other: Describe
_	A LPC and attended to the second of the second
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contril	oution Budgeted – Gran	nt Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General Ma	ınager

Revised: 11/15/2021 Page 2 of 2

CEO – Nation Services 909 Packerland Dr. Green Bay, WI 54303 920-496-7000



To: Oneida Business Committee

From: Mark W. Powless, CEO – Nation Services

Date: December 2, 2025

Re: VA Headstone Replacement Project

Please see the attached progress on the Veteran's Administration Headstone Replacement project. This update is provided to comply with a previous motion by Secretary Lisa Liggins:

Motion by Lisa Liggins to accept the status update report regarding veteran gravestones and direct the General Manager to bring back a status update no later than the December 10, 2025, regular Business Committee meeting, seconded by Kirby Metoxen.

The progress on the project is due to the significant efforts of the Veterans Department Manager, Connor Kestell, and the Veterans Benefit Specialist, Joseph Valentino.

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#### VA Headstone Replacement Project Report

Oct. 27th, 2025.

Since the beginning of the project, Veterans Services has walked through Holy Apostles Cemetery finding VA headstones in need of replacement. We have since applied for replacement to the VA National Cemetery. This application was submitted as a "tester" application as we did not have very much information to go on. We submitted the application, a picture of the broken stone and a letter on Veterans Services letter head explaining to the National Cemetery our situation. This was submitted on Oct. 13<sup>th</sup>, 2025. We are currently waiting on a response but, with the current government shutdown, application processing has slowed.

Nov. 5<sup>th</sup>, 2025.

Received a response from the National Cemetery (see attached). The National Cemetery is willing to replace the headstone. Apparently, the headstone in their records has the wrong name on it. It should read "Abram" not "Abraham". I will begin reaching out to gather the necessary signatures from the cemetery for the new application per National Cemetery request.

Nov, 12<sup>th</sup>, 2025

Reached out to Holy Apostles and received the names of who I need to sign the updated application. I plan to get the signature Friday morning, Nov. 14<sup>th</sup>.

Nov. 17<sup>th</sup>, 2025

Included the necessary signatures on the updated 40-1330 app. Application submitted.

Nov. 17<sup>th</sup>, 2025 (cont.)

Notified by National Cemetery that the application has been accepted and the replacement stone will arrive at Veterans Services within 45-60 days.

Tasked with roughing out a policy for the project

Nov. 25<sup>th</sup>, 2025

Completed rough draft of the policy.

Dec. 1<sup>st</sup>, 2025

Submitted report and supporting materials to CEO of nation services for review as directed by HSD Director.

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ONEIDA  ONEIDA NATION STANDARD OPERATING PROCEDURE	TITLE: VA Headstone Replacement Policy	ORIGINATION DATE: 11-26-2025 REVISION DATE: EFFECTIVE DATE: After last signature
AUTHOR: Connor Kestell Veterans Services, Manager	APPROVED BY: Title & Signature	DATE:
DEPARTMENT: Connor Kestell, Veterans Services Manager Oneida Veterans Services	APPROVED BY: Title & Signature	DATE
Division: Tina Jorgensen, Director Human Services Division	APPROVED BY: HRD Manager	DATE:
PAGE NO: 1 of 5		

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#### 1.0 PURPOSE

1.1 To establish clear guidelines for family members requesting the replacement of damaged or illegible Veterans Affairs (VA) headstones located within federally recognized reservation boundaries.

#### 1.2 Eligibility Criteria

- 1.2.1 To qualify for VA Headstone replacement under this policy, the following conditions must be met:
- 1.2.2 Grave Status-The headstone must have been furnished by the VA, not privately purchased.
- 1.2.3 Damage Assessment- Headstone must be physically damaged (e.g., cracked, broken, eroded, etc.) or have become illegible due to weathering, vandalism, or natural deterioration.
- 1.2.4 Location- Headstone must be located within the boundaries of The Oneida Nation of WI reservation boundaries.
- 1.2.5 Family Authorization-The request must be submitted by a verified family member, Tribal Veteran Service Officer (TVSO), or the primary next-of-kin to the deceased veteran.

#### 2.0 Required Documentation

- 2.1 Applicants should submit the following documents
  - 2.1.1 Completed VA Form 40-1330 (Application for Standard Government Headstone or Marker).
  - 2.1.2 Photographic evidence of the damaged or illegible headstone.
  - 2.1.3 Proof of veteran status (e.g., Discharge documents or equivalent).
  - 2.1.4 Documentation verifying the grave's location within reservation boundaries.
  - 2.1.5 Proof of relationship to the deceased (e.g., birth certificate, tribal enrollment records).

#### 3.0 Process

3.1 Submission-Family members, Veteran Service Officers, or personal representatives can submit the application and required documents to the VA National Cemetery Administration.

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3.2 Review-Oneida Veterans Services staff will review the application and supporting documentation before submitting to VA National Cemetery.

- 3.3 Coordination-If approved, Veterans Services will coordinate with the applicants, the cemetery caretakers, and a monument company to set the replacement headstone.
- 3.4 Installation-Replacement headstones will be installed at no cost to the family, as Veterans Services has budgeted funds to cover placement costs.

#### 4.0 Limitations

- 4.1 This policy applies only to headstones originally provided by the VA.
- 4.2 Replacement requests for decorative or non-standard markers are not eligible.
- 4.3 The VA reserves the right to deny requests that do not meet the criteria or lack sufficient documentation
- 4.4 Placement of replacement VA headstones is contingent on available budgeted TC funds.

#### 5.0 FORMS

5.1 VA Form 40-1330

#### **Public Packet**



# PRE-DECISIONAL DEPARTMENT OF VETERANS AFFAIRS National Cemetery Administration NCA FP Evidence Intake Center PO Box 5237

Janesville, WI 53547

November 5, 2025

Connor Kestell Oneida Nation Veteran Services 134 Riverdale Drive Oneida, WI 54155 Name: Abraham Antone Veteran ID: 55142533

Dear Connor Kestell:

We have received your application requesting a Government-furnished headstone or marker for the grave of Abraham Antone.

Please see below for any other information that may be needed to process your claim.

\*\*Records show that a replacement marker was issued for the veteran in 2011, see the enclosed photo for reference.

Research shows that the veteran's first name is ABRAM, not ABRAHAM as shown on the marker. A replacement can be provided to correct this error. The following information is needs to be provided on the enclosed application to continue processing the claim:

- 1) Please indicate the type of marker being requested. Per VA regulations, the new replacement should be done in-kind to the previous marker as either an upright marble or an upright granite.
- 2) Please sign as the applicant in Block 23.
- 2) A consignee official's signature is required in Block 27.
- 3) The name and address (at least city, state, and ZIP) of the cemetery where the veteran is buried is required in Block 29. A cemetery official/representative's signature is required in Block 31.

To contact the specialized case manager for Pre-World War cases directly, email Zachary.Becvar@va. gov or call (888) 367-1330, extension 111272.

If we do not hear from you within 30 days from the date of this letter, the Department of Veterans Affairs (VA) will close your claim due to no response. If you decide in the future you would like to receive this benefit, VA will re-open your claim. To respond to this letter:

- Contact your case manager, Zachary Becvar, directly by email Zachary.Becvar@va.gov or telephone 1-800-697-6947 ext. 200444;
- Call our Applicant Assistance Unit, 800-697-6947 open 8:00 to 5:00 Eastern;
- Message us via www.ask.va.gov, Burial & Memorial Benefits, Memorial Products;
- Upload documents into VA's Quick Submit portal, https://eauth.va.gov/accessva to submit evidence:

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· Respond by mail to the letterhead address; or

• Fax 1-800-455-7143.

For quicker service, when you contact us please have the Veteran ID number in the top right of this letter ready. Including the Veteran ID on submitted documents will expedite processing.

Sincerely,

Zachary Becvar

for Eric D Powell, PhD Director Memorial Product Service

Enclosures Marker Photo VA 40-1330 Public Packet 273 of 305



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Public Packet

Form approved, OMB No. 2900-0222 Expiration Date: Sept. 30, 2027 Respondent Burden: 15 minutes

va @ state	CLAIM FOR	STANDA	RD GOVERNM	ENT HE	ADS	TON	E OR	MAR	KER
IMPORTANT: Please read the Ge before completing this form. Type of except for signatures. Illegible printi- incorrect headstone or marker or deli- each block may result in delayed pro- bold are optional inscription items. I MILITARY DISCHARGE DOCU.	r print clearly all information ng could result in an very. Failure to complete cessing. Blocks outlined in PLEASE INCLUDE	REPLACE	EQUEST REQUEST(First time) EMENT (Specify Block 33, Remarks)		AND EX	(PLAIN I s scatter	REMAINS A BELOW (e.g red, etc.) OT BURIED	., buried	
3. NAME OF DECEASED TO BE IN	SCRIBED ON HEADSTONE	OR MARKER (N	o Nicknames or titles perm	itted)		4. IS G	RAVE CURR	ENTLY M	ARKED
FIRST (Or Initial) Abraham	MIDDLE (Or Initial)	LAST		SUFFIX (Sr. II, III, etc.)	, Jr.,	WITH A PRIVATELY PURCHASED, PERMANENT AND DURABLE MARKE YES X NO			
5. RACE OR ETHNICITY (You may su ASIAN OR ASIAN AMERICAN HISPANIC OR LATINO WHITE	AMERICAN INDIAN O ALASKA NATIVE NATIVE HAWAIIAN O OTHER PACIFIC ISLA	R D N	or statistical purposes only.) LACK OR AFRICAN MERICAN OT HISPANIC R LATINO	6. SEX (Info		will be u	ised for stat	istical pu	poses only
6 4	/ETERAN'S SERVICE AN	D IDENTIFYIN	G INFORMATION (Use n	umbers only, e.	g., 05-15	-1941)			
7. VETERAN'S SOCIAL SECURITY	NO. AND/OR SERVICE NO.	8. PLACE OF	BIRTH (City and State or	9A. DAT	E OF BIR	TH	9B.	DATE OF	DEATH
SSN (999-99-9999): SV	C. NO (99999999):	Country)		MONTH D	AY Y	EAR	MONTH	DAY	YEAR
PERIODS OF ACTIVE MILITARY	DUTY (For additional space	use Block 33)	11. HIGHEST RANK ATT	AINED (Option	ial, 1	2. PRIS	ONER OF	NAR (Opt	ional, but
10A. DATE(S) ENTERED	10B. DATE(S) SI	EPARATED			0		cluded, documentation must be		
MONTH DAY YEAR	MONTH DAY	YEAR	14.7			PO	-	ORMER P	ow (FPO)
OTHER (Specify):  15. TYPE OF HEADSTONE OR MA selection is permitted at selecte     (B) FLAT BRONZE (G)	d cemetery) (Check one)  FLAT GRANITE (U)	ensure marker UPRIGHT MARBLI UPRIGHT GRANIT		(AR (Optional, rable box(es) PERS AFGH	SIAN GULF HANISTAN	luded,	17. EM (O)		UMBER
18. ADDITIONAL INSCRIPTION/TE		7276			ONE NUM	IBER OF	ADDI ICAN	T (Inclus	la Ama
ZIP Code) Connor Kestell	33 OF AFFEIGHAT (NO., SIN	sen Chy, State, a	Code)		ONE NOW	DEN O	AFFLION	es (mesau	e Area
Oneida Nation Veter	cans Services		920-869-613						
134 Riverdale Dr Oneida WI 54155			19C. E-MAIL ADDRESS 19D. FAX NO. (Option ckestell@oneidanation.org			Optional)			
20. APPLICANT IS:  FAMILY MEMBER (Specify rei  VETERANS SERVICE OFFICE  PERSONAL REPRESENTATION	R	cisions concernii					1		
21. IF REMAINS ARE UNCLAIMED  FUNERAL HOME (that receive  CEMETERY (where remains a	ed remains)		22. PRESIDENTIAL current Preside certificate if no	nt) the number	you requ	est to be d''none'	mailed to	OU VA W	

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NAME OF DECEASED VETERAN		DECEASED VETERAN'S SSN OR SERVICE NUMBER		
Abraham Antone		SSN (999-99-9999):	SVC. NO (99999999):	
CERTIFICATION: By signing below I certify the headstone information entered on this form is true and correct to the best of serious crime, such as murder or other offense that could have to of a sexual offense for which the Veteran was sentenced to a m PENALTY: The law provides severe penalties, which include knowing it to be false or for the fraudulent acceptance of any be	of my knowledge. I also certif esulted in imprisonment for li inimum of life imprisonment fine or imprisonment, or both,	y, to the best of my knowledge, that the deceder fe, has never been convicted of a serious crime, or a period of 99 years or more. for the willful submission of any statement or	nt has never committed a and has never been convicted	
23. SIGNATURE OF APPLICANT			24. DATE (MM/DD/YYYY)	
CERTIFICATION: By signing below I agree to accept pre placement on the grave is impossible or impractical, as clos grave is located.	paid delivery of the beadsto e to the grave as possible wit	ne or marker for placement on the gravesite hin the grounds of the private or local gover	for which it is requested, or if amental cemetery where the	
25. NAME AND DELIVERY ADDRESS OF BUSINESS (CONSIGNEE) THAT WILL ACCEPT PREPAID DELIVERY (No., Street, City, State, and ZIP Code; P.O. BOX IS NOT ACCEPTABLE) MUST SIGN IN BLOCK 27	26, DAYTIME OR CELL PHONE NO. OF CONSIGNEE (Include Area Code)	27. PRINTED NAME AND SIGNATURE OF PERSON REPRESENTING BUSINESS (CONSIGNEE) NAMED IN BLOCK 25	28. DATE (MM/DD/YYYY)	
Connor Kestell Oneida Nation Veteran Services 134 Riverdale Dr, Oneida WI 54155	920-869-6116			
CERTIFICATION: By signing below I certify the type and p cemetery in block 25.	elacement of the headstone or	marker in block 15 adheres to the policies and g	guidelines of the selected prival	
29, NAME AND ADDRESS OF CEMETERY OR FAMILY PLOT WHERE GRAVE IS LOCATED (No., Street, City, State, and ZIP Code) MUST SIGN IN BLOCK 31	30. DAYTIME PHONE NO. OF CEMETERY (Include Area Code)	31. PRINTED NAME AND SIGNATURE OF CEMETERY OR OTHER RESPONSIBLE OFFICIAL	32. DATE (MM/DD/YYYY)	
Connor Kestell Oneida Nation Veteran Services 134 Riverdale Dr. Oneida WI 54155	920-869-6116			
33.REMARKS Please see the attached letter.		34. STATION NO. (State/Tribal Cemetery On	ly)	
riedse see the attached letter.		35. SECTION/GRAVE NO. (State/Tribal Cem	etery Only)	

## Community Concern - Anna John Resident Care Center declinations

	Business Committee Agenda Request				
1.		ck or tap to enter a de )	ate.		
2.		ualify under §107.4-1 e o <i>r type justification</i>	· ·		
3.	Requested Motion:  Accept as information; OR  Enter the requested motion related to the	is item.	· ·		
	Areas potentially impacted or affecte   Finance	Programs/s  DTS  Boards, Co	Services  Dommittees, or Commissions  RECEIVED BY THE OFFICE OF TRIBAL SECRETARY		
	Name, Title/Entity OR Choose from Lis Name, Title/Entity OR Choose from Lis Name, Title/Entity OR Choose from Lis	st	ONEIDA BUSINESS COMMITTEE  NOV 1 4 . 2025  ONEIDA NATION INITIALS		

0.	Bylaws	Fiscal Impact Statement	Presentation			
	Contract Document(s)	Law	Report			
	Correspondence	Legal Review	Resolution			
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)			
	☐ Draft GTC Packet	☐ MOU/MOA	Statement of Effect			
	E-poll results/back-up	Petition	Travel Documents			
	Other: Describe					
7.	Budget Information:  Budgeted – Tribal Contribution  Budgeted – Grant Funded					
	Unbudgeted	☐ Not Applicable				
	Other: Describe Medi	care-medicales	Private			
8.	Submission:					
	Authorized Sponsor:	Name, Title/Entity OR Choose	e from List			
	Primary Requestor:	(Name, Title/Entity)	PAN Webster			

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#### **MEMORANDUM**

**DATE:** November 25, 2025

TO: Oneida Business Committee

FROM: Pearl Webster

SUBJECT: Elder Declinations to Anna John Nursing Home

This subject matter is being brought to your attention due to many of our Oneida elders being declined admittance to the Anna John Nursing Home over the course of six months that I'm aware of, including our veterans.

The outcome I'm looking for is requesting a report from the Business Committee liaison to the Oneida Health Center be reported back to the Business Committee on a quarterly basis.



## Accept the Bay Bancorporation, Inc. FY-2025 4th quarter report

## **Business Committee Agenda Request**

1.	Meeting Date Requested:	12/10/25
2.		must qualify under §107.4-1.  Proprietary - trade secrets/commercial/financial
3.	Requested Motion:  Accept as information; OR  Enter the requested motion relat	ed to this item.
4.	Areas potentially impacted or a  Finance Law Office Gaming/Retail Other: Describe	affected by this request:  ☐ Programs/Services ☐ DTS ☐ Boards, Committees, or Commissions
5.	Additional attendees needed for Name, Title/Entity OR Choose for N	om List om List om List

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o.	Supporting Documents.			
	Bylaws	Fis	scal Impact Statement	Presentation
	Contract Document(s)	La	w	Report
	Correspondence	Legal Review		Resolution
	☐ Draft GTC Notice	Minutes		Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA		Statement of Effect
	E-poll results/back-up	Pe	etition	Travel Documents
	Other: Describe			
7.	Budget Information:			
	Budgeted – Tribal Contribution		Budgeted - Gran	nt Funded
	Unbudgeted		Not Applicable	
	Other: Describe			

8. Submission:

Authorized Sponsor: Larry Barton, Treasurer

Primary Requestor: Jeff Bowman, President, Bay Bank

Revised: 08/25/2023

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### **Bay Bank**

#### **QUARTERLY REPORT**

Quarter ended September 30 2025

A. BAY BANK

Submitted by: Jeff Bowman, Board Member

Directors: Fern Orie, Sam McMahon, Jeff Bowman, Joshua Cottrell

Todd Van Den Heuvel, Elaine Skenandore-Cornelius

Oneida Business Committee Contact: Larry Barton

B. MINUTES

None Submitted

**ACTION TAKEN** 

No Tribal Policy changes.

D. FINANCIAL

Note that various financial reports

December 31, 2025 is Bay Bank's fiscal year end.

E. SPECIAL EVENTS AND TRAVEL

None

F. PERSONAL COMMENTS

Bay Bank account numbers as of September 30, 2025:

2,152 Checking Accounts

582 Business Checking Accounts

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226 Money Market Accounts 1,537 **Savings Accounts** 217 Certificates of Deposit Commercial Real Estate Loans 101 1,250 Residential Real Estate Loans 297 **Business Loans** 1,084 **Consumer Loans** 47 Oneida Small Business 2000 Loan Program Loans 725 Oneida HRIP Loans

Other Tribal Loans

The Oneida Small Business Loan Program 2000 that is administered by Bay Bank started on May 1, 2002. As of this date over \$ 18.8 million in new loans have been made to over 166 new or growing Oneida tribal member owned businesses.

The Oneida HRIP loans total \$11.4 million as of September 30, 2025, and have been made to 725 customers.

The Section 184 mortgage loans serviced under FHLB MPF program totaled \$89.7 million on September 30, 2025. There are 724 loans in the program currently.

#### G. GOALS AND OBJECTIVES

#### 2025 GOALS:

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GOAL A: Bay Bank will strive to attain a minimum 0.85% Return on Assets for the year ending December 31, 2025. Return on Assets (ROA) is a common measurement of a bank's profitability. This ratio informs you how well the bank is managing and investing the bank's assets.

2025 ROA Goal	2025 YTD ROA Actual	2025 Peer Group Average
0.85 %	1.06%	0.99%

GOAL B: Bay Bank will strive to attain a minimum 8.50 % Return on Equity for the year ending December 31, 2025. Return on Equity (ROE) is the measurement of how well the bank is performing for its stockholder.

2025 ROE Goal	2025 YTD ROE Actual	2025 Peer Group Average
8.50 %	14.15 %	11.29 %

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Bay Bank had budgeted total loans for the quarter ended September 30, 2025, in the amount of \$ 122.5 million. Total loans on September 30, 2025, were \$ 128.0 million, an increase of \$ 5.5 million from budget. Loans increased \$ 16.0 million over the 12-month period ended September 30, 2025.

Bay Bank had budgeted total deposits for the quarter ended September 30, 2025, in the amount of \$ 263.9 million. Total deposits on September 30, 2025, were \$ 259.1 million, a decrease of \$ 4.8 million over budget. Deposits increased \$ 26.0 million for the past twelve months, the result of increase in transaction accounts, savings deposits, and time deposits.

H. MEETINGS

Monthly meeting on the fourth Thursday of each month.

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## Accept the Oneida ESC Group, LLC FY-2025 4th quarter report

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Proprietary - trade secrets/commercial/financial
3.	Requested Motion:
	Enter the requested motion related to this item.
4.	Areas potentially impacted or affected by this request:
	☐ Finance ☐ Programs/Services
	☐ Law Office ☐ DTS
	☐ Gaming/Retail ☐ Boards, Committees, or Commissions
5.	Additional attendees needed for this request:
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List
	Name, Title/Entity OR Choose from List

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<b>J</b> .	<b>Supporting Documents:</b>			
	Bylaws	Fiscal Impact Statement	Presentation	
	Contract Document(s)	Law		
	Correspondence	Legal Review	Resolution	
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)	
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect	
	E-poll results/back-up	Petition	Travel Documents	
	Other: Describe			
7.	Budget Information:			
	Budgeted – Tribal Contribution Budgeted – Grant Funded			
	Unbudgeted	Not Applicable		
	<ul><li>Unbudgeted</li><li>Other: Describe</li></ul>	Not Applicable		
		Not Applicable		
8.		Not Applicable		
8.	Other: Describe	Not Applicable  Tehassi Hill, Chairman		

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# Oneida ESC Group, LLC

## 4th Quarter Report – FY25 November 2025

**OESC Board of Managers:** 

John L. Breuninger, Chairman
Jacquelyn Zalim
Leslie Wheelock

Oneida ESC Group, LLC (OESC), was formed in 2012 as a holding company to house subsidiaries to conduct business with the federal government, state and municipal governments and commercial and industrial customers throughout the world. OESC has 11 subsidiaries, Oneida Total Integrated Enterprises (OTIE), Mission Support Services (MS2), Oneida General Mechanical Corp (GMC), Sustainment and Restoration Services (SRS), Oneida Engineering Solutions (OES), Oneida Construction Services (OCS), Oneida Environmental (OE), Oneida LG2 Environmental (LG2), Oneida Professional Services (OPS), Oneida Technology Services (OTS) and 1822 Land and Development Company of Oneida (1822).

OESC's subsidiaries are supported by OESC with general management and administrative functions, including accounting and contracting management, human resource management, IT support, overall management, and marketing, bid and proposal. Below is a summary of OESC and its subsidiary's activities.

#### **Narrative Report**

#### a. Explanation of the core of the Corporation's business practices and market overview.

OESC's subsidiary limited liability companies focus on contracts issued by the government agencies, (federal, state, and local) and commercial customers for engineering, science (environmental) construction, professional services, and real estate development work. OESC's revenue is derived from the subsidiaries that operate in the full and open market as well as the Small Business Administration Business Development Markets primarily as 8(a), Small Business, and Disadvantage Business Enterprise designated companies when and where appropriate.

OESC and its subsidiaries are a highly technical organization providing research/Investigation, design, construction services, engineering, and project management. Oneida ESC Group operates in four core services:

- Environmental services Assessment, investigation, design, testing, NEPA, biological, action planning, project management, and more.
- Construction—Repair, service, abatement, renovation, demolition, mechanical systems, electrical services, and new construction.
- Engineering Services Design and project management for site and site design, mechanical, electrical, plumbing, civil, structural, transportation, survey, water / wastewater systems and storm water management.
- Professional Services Provides diversified professional resources for training and education; research and engineering; and IT solutions.
- Real Estate Development Commercial and light industrial tenants, Low Income Housing Tax Credit (LIHTC) multi-family housing.

**Oneida Total Integrated Enterprises (OTIE)** – Competes in the full and open marketplace as a small business (less than 1000 employees). Core competencies include environmental services, environmental remediation, engineering services and project management.

Mission Support Services (MS2) – Graduated from the US Small Business Administration

## Oneida ESC Group, LLC

on March 15, 2023. MS2 is focused on construction management. Core competencies include construction management services, new and renovated structures, HVAC systems and controls Utility systems - water, sewer, gas, electrical, electrical power generators, transformers, and distribution, Communication and security systems, interior remodeling, MS2 sells to the federal market, commercial and tribal markets.

Oneida Construction Services (OCS) - Focuses on construction management services. Core competencies include construction management services, new and renovated structures. OCS has a small team of carpenters that are skilled in a variety of trades such as concrete, framing, roofing, siding, and finished carpentry. OCS sells to the federal market, commercial and tribal markets.

General Mechanical Corporation (GMC) – Operates mainly as an HVAC Contractor but has performed both General Contracting and Electrical Contracting in Eastern FL. GMC has been accepted into the SBA 8(a) Business development Program on November 2, 2022.

**Sustainment & Restoration Services (SRS)** – 8a Graduation date is February 18, 2024. SRS core competencies include facility investigations, corrective measures design/implementation, remedial designs/remedial actions, a ssessment, and environmental cleanup, wetland's assessment and wetlands restoration design, brownfields, phase I & II ESAs, asset inventory, evaluation, environmental engineering and design, and wastewater treatment and sewerage systems.

**LG2 Environmental Services (LG2)** - is a full-service environmental services company that provides a wide range of quality, responsive environmental services in southeastern US. LG2 experience and capabilities include archaeological and cultural resource assessments; natural resource assessment and management (wetlands, biological assessments, aquatic, and other biology), site contamination assessment and remediation, environmental compliance, NEPA documentation, for Federal, State, and Local government permitting projects.

Oneida Professional Services (OPS)- is a full spectrum professional services group providing a wide array of manpower solutions to government and commercial clients. Services include training and educational support services, a broad spectrum of specialized technical support for complex training environments and advanced learning for the Naval Postgraduate School, master's and PhD-level engineers and research scientists. OPS also provides manpower needs for software engineering services.

**Oneida Engineering Solutions (OES)** – OES focuses on performing transportation engineering services for governmental agencies (Federal, State and Local). OES provides engineering for urban/rural roadways, interstate highways, interchanges, capacity expansions, bridges, roundabouts, local streets, and parking lots. OES is certified as a Disadvantage Business Enterprise in the State of Wisconsin.

**Oneida Environmental (OE)** - provides archaeological and cultural resource assessments; natural resource assessment and management (wetlands, biological assessments, aquatic, and other biology), NEPA documentation for Federal, State, and Local government permitting projects.

**Oneida Technology Services (OTS) -** Provides a variety of information technology and cyber solutions across highly complex, highly regulated, and highly secure environments to Government and commercial customers. OTS deliver secure, mission-focused solutions for our customer's digital objectives. We provide resilient enterprise IT solutions and managed services that leverage a full spectrum of IT solutions.

**1822** Land and Development Company of Oneida (1822) – 1822 is a real estate holding company that owns, leases and sub-lease various real estate holdings in and around the Oneida Nation Reservation. The overall goal is to grow the portfolio that meets the needs of the Oneida Nation and Northeastern WI.

#### b. Explanation of the Corporation's current place within the market

OESC operates in a fiercely competitive and expanding market. An abundance of Architecture / Engineering / Construction (AEC) firms that provide similar services to those offered by OESC. Competitive factors for our success include performance, reputation, network, price, geographic location, and availability of technically skilled personnel.

Three of the top five federal spending agencies awarding non-competitive contracts are OESC customers.

## c. Explanation of the outlines of strategies by the Corporation for improved value in the market

OESC's subsidiaries are positioned to take advantage of existing relationships, contracts, and networks OTIE has established since 2008.

We continuously evaluate solutions to broaden and capture a larger share of the Federal and State markets. Each subsidiary operates based on primary NAICS codes with secondary NAICS codes that overlap with the sister companies.

# d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market

Our competitors include Small Businesses, Alaskan Native Corporations (ANCs); Native American Owned, and tribally owned small businesses; and Native Hawaiian Organizations (NHOs). Each of these are in a category of small business that may be awarded prime contracts without competition. Oneida ESC subsidiaries also compete against other 8(a) firms for set-aside acquisitions, including small businesses that are categorized as Woman-Owned, HUB Zone, Service-Disabled Veteran Owned small business, and others. Finally, Oneida ESC competes in full and open markets without restrictions.

Typical competitors include Small Business firms with fewer than 750 employees in NAICS 562910, Environmental Remediation. Another area of significant competition is the regional Transportation Engineering firms in Wisconsin for WI DOT work (OES).

# e. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period.

HR 1 introduces reforms designed to simplify federal procurement by eliminating unnecessary rules, streamlining language, and focusing the FAR on statutory requirements or

provisions essential for usability. These updates are promoted as reducing burdensome clauses, enabling quicker contract awards, and encouraging broader use of commercial buying practices. The bill also highlights flexible contract types, easier ordering under multiple award contracts, and introduces new procurement tools.

On September 26, 2025, the Small Business Administration (SBA) and OFPP affirmed their support for small business involvement, stating that the simplified rules will increase opportunities for innovative small businesses, manufacturers, new entrants, and others not traditionally engaged with federal agencies.

The GSA is restructuring to centralize procurement of commonly purchased items across agencies. This shift should foster greater competition for large government-wide contracts and reduce duplicative or fragmented solicitations.

Proposed reforms include raising the Simplified Acquisition Threshold (SAT) for commercial products and services—from about \$250,000 up to \$10 million over five years. While changes are still pending final approval, they signal a trend toward more "commercial-like" purchasing for a larger share of procurements. Contracts below the new thresholds may encounter fewer compliance requirements but increased competition as more firms enter these markets.

Not all reforms take effect immediately: some are active through class deviations, while others await formal rulemaking and may take longer to implement. During this transition period, solicitations may vary, with some following the old FAR guidelines and others adopting the new framework.

Additionally, impacts from DOGE are evident. A shortage of qualified staff is affecting customers' ability to manage contracts effectively. Another example of DOGE impacts is the SBA Certification process. The SBA normally approves about 500 8a applications annually, this year fewer than 70 have been approved. Our own Oneida Technology Services 8a application has been awaiting review at the SBA for over 180 days.

f. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.

#### Goals for Oneida ESC Group

Growth at a sustainable rate is the primary business goal for OESC. Financial reward for OESC occurs when we align our investment strategies according to our client's mission priorities.

#### Targets for OESC Subsidiaries:

Opportunities continue to exist in geographies where all companies have successful past performance and where personnel involved in such projects have established strong relationships with teaming partners and clients. Opportunities continue to emerge based on the combined efforts of OESC's marketing and sales efforts. Target clients continue to include Department of Defense agencies (various bases – Navy, Air Force, and Army), The Environmental Protection Agency, Bureau of Indian Affairs, WI Department of Transportation, Milwaukee Metropolitan Sewer District, and the Oneida Nation.

New target clients include extended services on existing bases, geographical growth on

"new" bases where OESC has not performed work on in the past, municipalities geographically related to OESC offices and other Tribal Nations.

- g. Identification of key elements for success in strategies given, including risks, resources, and relations available and needed to successfully fulfill outlined strategies *Key elements for success in the OESC model include:* 
  - Meeting performance indicators, including safety, staff turnover, profitability, staff utilization, backlog, and capacity.
  - Adapting to a changing customer base, contract type, or key skill set. We recognize and reconfigure based on identified needs to deliver strategic growth.
  - Identification of contract capacity and access is under regular review.
  - Increasing our geographic footprint and capabilities.

#### Risk in the marketplace.

- We operate in highly competitive industries.
- Contracting is often erratic and unpredictable; cancellations or delays in pending awards by government agencies could adversely affect us.
- International operations carry additional risk.
- Loss of key personnel
- Adoption of new contract laws or regulations.
- h. Identification of medium (two to five years) and long (greater than five year) prospects and sustainability of the Corporation given the present status, strategies, and risks

Our medium and long-range prospects for sustainability are balanced by business diversification and consistent project management delivery.

We have successfully formed long-term business relationships with key US Agencies for services delivered around the world. Contracting with the US government remains a reliable strategy in terms of payment, stability, and growth opportunity.

#### Medium-term prospects

OESC's prospects in the two- to five-year term rely on our sturdy performance in engineering, science, and construction to existing clients; adjacent clients/services and geographic areas; and new service offerings to new clients. OESC continues to focus on business development and talent acquisition to meet our growth metrics.

#### Long-term prospects

OESC envisions steady growth with our key customers over the long term. OESC is nimble and agile, allowing us to focus on governments funding flows.

Continued reliance on low-price awards is a staple in our business model and we continue to adjust the pricing structure to ensure that we remain competitive. We continue to concentrate marketing efforts on maximizing our return on investment through expanding support for existing customers, developing tasks under existing contracts, and collaborating with firms

that need either small business participation or our specialized expertise.

i. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e., organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.)

Our growth has been mostly organic and is based on our reputation in the market. We have re-aligned our corporate brand by including Oneida in all business names moving forward. We have made a concerted effort to draw on our expertise in the polyfluoroalkyl substances (PFAS) and Perfluorooctanoic acid (PFOA) remediation market. We also see growth in our traditional engineering services such as civil, mechanical, electrical, and structural.

j. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.

#### **OESC ASSETS**

#### **Employees**

OESC: Oneida ESC Group (Holding Company) - 49 EEs

OTIE: Oneida Total Integrated Enterprises (Engineering and Environmental - 132 EES

1822: 1822 Land and Development Co of Oneida (Real Estate Development) - 2 EE

MS2: Mission Support Services (Construction Management) - 38 EE

GMC: General Mechanical Corp (HVAC/Piping and Electrical Contractor) -17 EEs

SRS: Sustainment Restoration Services (Environmental Services) - 126 EEs

LG2: LG2 Environmental Services (Cultural and Natural Resources) - 64 EEs

OES: Oneida Engineering Solutions (Transportation and Engineering) - 46 EEs

Oneida Environmental (Environmental Services) – 4 EEs

OPS: Oneida Professional Services (Staffing Resources Services) - 23 EES

OCS: Oneida Construction Services (Construction Management) – 1 EE

Oneida Environmental (Environmental Services) -3 EEs

#### **Customers**

75% of Revenue from Federal clients.

k. Summary and status of any legal action pending to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.

N/A

#### **Disclosure Report**

(a)

Board Member	Title	Time in Position	Date renews or expires
John L. Breuninger	Chairman of the Board	12/18/16 to present	6/2027
Jacquelyn Zalim	Board Member	3/14/12 to present	6/2028
Leslie Wheelock	Board Member	12/13/16 to present	6/2026

(b)

(D)			
OESC Key Management Personnel	Title	Time in Position	Date Renews or Expires
Jeff House	President/CEO	1/1/2017	1/1/2029

(c) Summary of any financial or familial relationship between any board or Company key management personnel

None

a. Summary of any financial or familial relationship with any current member of OBC or any member of any regulatory body within Oneida such as a board committee or commission charged with regulating the Corporation's industry or activities.

None

b. Names of any other person, whether it be a business in any legal form or an individual, doing business with the Company for purposes of mutual enterprise – JV; membership in an LLC together; partnership; acquisition as a subsidiary.

OTIE has a majority interest in OTIE-RS&H JV, OCH JV, OTIE-Ahtna JV, OTIE-ERRG JV, and OTIE-Merrick JV. The Company has an equal interest in OTIE-PWT JV. The Company has a minority interest in Tetra Tech – OTIE JV and NDN-OTIE JV.

MS2 has a majority interest in MS2-MEC JV.

SRS has a majority interest in SRS-CAPE JV, SRS-ERRG JV, SRS-RFI JV, SRS Battelle JV, SRS-BB&E JV, SRS-Alliant JV and SRS-CAPE II JV. SRS has a minority interest in Alliant-SRS JV. SRS is the sole owner of LG2 Environmental Solutions, Inc.

OES has a minority interest in Dane Partners, and a majority interest in OES-Pond JV and OES-Pond II JV.

- c. Summary of financial transactions or relationships between those listed in (d).
- d. Names of any other person, whether it be a business in any legal form or an individual, doing business with the Company for purposes of mutual enterprise JV; membership in an LLC together; partnership; acquisition as a subsidiary.
  - i. The OTIE-RS&H JV is a joint venture formed between OTIE and Reynolds, Smith & Hills, Inc. to perform work with the Air Force Civil Engineering Center (AFCEC). The JV also holds a contract to perform work with the U.S. Army Corps of Engineers (USACE) Japan District.
  - ii. The OCH JV is a joint venture formed between OTIE and CH2M Hill to perform work for EPA under the Environmental Services and Operations contract I CLIN 2 (Regions 4, 5, 6 and 7) and CLIN 3 (Regions 8, 9 and 10), and to perform work for NAVFAC Southwest under the Multiple Award Remedial Action Contract.
  - iii. OTIE-PWT JV is a joint venture formed between OTIE and Pacific Western Technologies, Ltd. to perform work for USEPA under the Design and Engineering Services (DES) contract for CLIN 3 (Regions 8, 9 and 10).
  - iv. OTIE-Ahtna JV is a joint venture formed between OTIE and Ahtna Environmental, Inc. to perform work for an EPA Remediation Environmental Services small business set-aside contract.
  - OTIE-ERRG JV is a joint venture formed between OTIE and Engineering / Remediation Resources Group to submit a proposal to Naval Facilities Engineering Command Southwest for a Remedial Action Contract.
  - vi. OTIE-Merrick JV is a joint venture formed between OTIE and Merrick & Company to perform A&E services for the Air Force Civil Engineering Center.
  - vii. Tetra Tech OTIE JV is a joint venture formed between Tetra Tech, Inc. and OTIE to submit a proposal to USACE Tulsa for an Environmental Remediation Services contract.
  - viii. NDN-OTIE JV is a joint venture formed between The NDN Companies, Inc. and OTIE, formed under the Mentor-Protégé arrangement between NDN and OTIE. The JV was formed to submit proposals to various federal government clients for environmental work.
  - ix. MS2-MEC JV is a joint venture formed between Midwest Environmental Controls and MS2 to perform work under a Demolition Abatement contract at Edwards AFB. The joint venture was approved by the US SBA on August 14, 2015.
  - x. SRS-CAPE JV is a joint venture formed between SRS and CAPE Environmental Management to perform work for USACE Seattle on a Pre-placed Remedial Action Contract. The joint venture was approved by the US SBA on December 12, 2017. The JV received an 8a sole-source award from USACE Kansas City District.
  - xi. SRS-ERRG JV is a joint venture formed between SRS and Engineering / Remediation Resources Group to submit a proposal to Naval Facilities Engineering Command Southwest for an Environmental Multiple Award Contract. The joint venture was approved by the US SBA on April 12, 2018.
  - xii. SRS-RFI JV is a joint venture between SRS and Robotics Fabrication, Inc. to perform munitions response work for USACE Huntsville. SBA approved the JV on September 16, 2019. USACE Huntsville awarded a contract for munitions work to the JV.
  - xiii. SRS Battelle JV is a joint venture between SRS and Battelle, formed under the Mentor-Protégé arrangement between SRS and Battelle. The JV will submit a proposal to USACE Norfolk District for an

- Environmental Services contract and will submit a proposal to USACE Tulsa District for an Environmental Remediation Services contract. The joint venture was approved by the US SBA on September 21, 2020.
- xiv. SRS-BB&E JV is a joint venture between SRS and BB&E, Inc. The JV submitted a proposal to Army Combat Command Aberdeen Proving Ground for environmental compliance services at Fort Huachuca, which was not awarded to the JV. The joint venture was approved by the US SBA on October 19, 2020.
- xv. SRS-Alliant JV is a joint venture between SRS and Alliant Corporation. The JV was awarded a contract with USACE Louisville for A&E services for environmental engineering.
- xvi. Alliant-SRS JV is a joint venture between Alliant Corporation and SRS. The JV submitted a proposal to USACE Tulsa for a Service-Disabled Veteran Owned Small Business set-aside contract for environmental remediation services.
- xvii. SRS-CAPE II JV is a joint venture between SRS and CAPE Environmental Management to perform work for USACE Kansas City District on an environmental demolition contract. The joint venture is in the process of requesting/receiving approval by the US SBA.
- xviii. Dane Partners is a joint venture formed between Ayres Associates Inc., EMCS Inc., Short Elliot Hendrickson Inc., and OES to pursue projects with the Wisconsin Department of Transportation. OES has a 25% interest in Dane Partners.
- xix. OES-Pond JV is a joint venture between OES and Pond Company. The JV is approved by SBA as a Mentor-Protégé. The JV submitted a proposal to USACE Sacramento District for AE Design and Investigation and submitted a proposal to the U.S. Air Force for Mechanical and Electrical Engineering Services at Hurlburt Field.
- xx. OES-Pond II JV is a joint venture between OES and Pond Company. The JV is set up to receive 8(a) contracts and will request approval from SBA if the JV seeks a sole-source award.
- xxi. OE-Stantec is a JV and a participant in the SBA Mentor Protégé Program. The JV is set up to receive 8(a) contracts in the environmental market.

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### Accept the Oneida Golf Enterprise FY-2025 4th quarter report

### **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/9/29	5
2.	Session:    Open	-
3.	Requested Motion:  Accept as information; OR  Accept OGE 4th quarter Open report	
4.	Areas potentially impacted or affected by  Finance Law Office Gaming/Retail Other: Describe	/ this request:  ☐ Programs/Services  ☐ DTS  ☐ Boards, Committees, or Commissions
5.	Additional attendees needed for this req Name, Title/Entity OR Choose from List	uest:

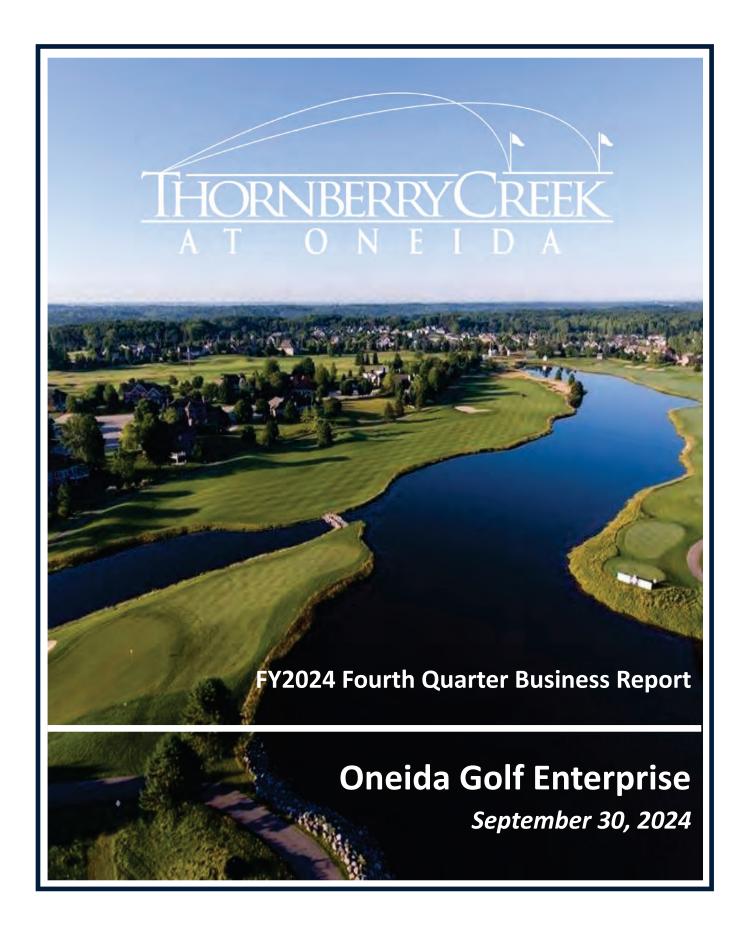
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6.	<b>Supporting Documents:</b>			
	Bylaws	Fiscal Impact Statement	Presentation	
	Contract Document(s)	Law		
	Correspondence	Legal Review	Resolution	
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)	
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect	
	E-poll results/back-up	Petition	Travel Documents	
	Other: Describe			
7.	Budget Information:			
	Budgeted – Tribal Contrib			
	Unbudgeted	☐ Not Applicable		
	Other: Describe			
8.	Submission:			
	Authorized Sponsor:	Justin Nishimoto, Economic St	rategy Coordinator	
	Primary Requestor:	(Name, Title/Entity)		

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#### **Golf & Related Operations**

Business Practice, Market Overview, & Place within Market

- Favorable conditions through Q4 lead to increased play
- As golf season ends, we have begun to shift our focus on banquets, events, and clubhouse features for the offseason
- We noticed a slight decrease in September non-golf events, which lead to a drop in YOY F&B revenues
- The rest of the market is catching up with regards to pricing. While Thornberry Creek remains
  the most premium priced facility in Northeast Wisconsin and the Fox Valley, others have
  increased their prices to be within 10-15%
- There will be a slight increase to Iroquois season passes; these are the most frequently used passes and will still provide great value to golfers
- Marketing for off-season will be heavily focused on bar and restaurant with messaging pertaining to daily specials, and that we are open year round to the public

#### Strategies for Improved Value

- Continuing on-course services (beverage cart, turnstand) after Labor has been a welcomed sight for many patrons
- As the demand for a premium experience continues, we strive to find new low-cost, value adds for both golfers and non-golfers
  - o Increased visibility of on-course staff
  - Availability for premium brand rental clubs
  - Personalized experiences
- Fall menu offerings and specials will be introduced once golf season ends; this will help compete with other local establishments
- We are working on multi-round punch cards as a pathway to buying season passes
  - Offer 10-20 rounds at a flat rate (to be determined)
  - We may explore the idea of brining back a revised "Fringe" benefit program in the 2026

#### Market Growth/Changes

The local market remains consistent with previous years

#### Course & Grounds

- Course & Grounds satisfaction scores have been higher than recent years despite challenges from weather (extreme wet to extreme dry)
- We continue to explore ways to be more efficient with equipment and labor
- Several large projects for the course are on the horizon
  - o Iroquois Cart Paths
  - o Bunker refresh
- Depending on availability of capital, some new equipment will be needed for 2025 and beyond

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#### **Food & Beverage and Event Operations**

Business Practice, Market Overview, & Place within Market

- While Q4 was down YOY on non-golf events, we have a strong start to 2025 in the pipeline
- Wedding bookings for FY25 are up from FY24, with very little availability for peak 2025 wedding season
- New kitchen and FOH labor models have proved to be beneficial, showing significant YOY savings

#### Strategies for Improved Value

- Exploring opportunities to partner with other Tribal businesses for satellite or pop-up locations to promote Thornberry
  - o Many courses have had success with opening satellite pro shops within casinos
  - Others have used pop-up sales to liquidate inventory
- We will continue to offer seasonal sales in the pro shop and specials in the Bar & Restaurant

#### Market Growth/Changes

- No changes to the local market recently
- As the local community grows, we are looking for ways to reach that audience with regards to bar and restaurant business

#### Threats to Current Business

- Cash flow is much stronger than previous periods
  - o Expenses have been limited to critical need
  - We anticipate strong cash flows into FY25Q1 with annual pass sales
- Our outdoor event stage is in disrepair and will need to be replaced by Spring to accommodate booked weddings
  - Working with local contractors on replacement options
  - Looking at something with more permanence

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### Accept the Oneida Youth Leadership Institute FY-2025 4th quarter report

### **Business Committee Agenda Request**

1.	Meeting Date Requested: 12/10/25
2.	Session:  Open Executive – must qualify under §107.4-1.  Justification: Choose or type justification.
3.	Requested Motion:  Accept as information; OR  Enter the requested motion related to this item.
4.	Areas potentially impacted or affected by this request:  Finance Programs/Services  DTS  Gaming/Retail Boards, Committees, or Commissions  Other: Describe
5.	Additional attendees needed for this request:  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List  Name, Title/Entity OR Choose from List

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6.	<b>Supporting Documents:</b>		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	
	Correspondence	Legal Review	Resolution
	☐ Draft GTC Notice	Minutes	Rule (adoption packet)
	☐ Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	oution Budgeted – Grar	nt Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Marlon Skenandore, Councilm	an

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#### **MEMORANDUM**

TO: BC Agenda for Quarterly Reports

FROM: Cheryl Stevens, OYLI Interim Executive Manager

DATE: Dec. 2, 2025

RE: OYLI 4<sup>th</sup> Quarter Report

The Oneida Youth Leadership Institute submits their  $4^{th}$  Quarter Report. Approved by the OYLI Board on November 26, 2025, with 3 yes, 0 no, 0 abstain.

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# FY 2025 4th Quarter Report

(July -September 25)

For Tribally Chartered Entities

### **Oneida Youth Leadership Institute**

#### **Oneida Youth Leadership Institute Mission Statement:**

Investing in the development of our youth to enhance nation building by learning from our past, embracing our present, and leaving a legacy for the future.

The Oneida Youth Leadership Institute is a tax-deductible 7871 entity of the Oneida Nation actively planning for the 7th generation by providing opportunities, initiatives, and trainings that can help inspire our Native youth to become strong, progressive leaders. The Youth Leadership Institute fosters youth growth and development in the following areas: Tradition Heritage/Culture; Healthy Minds/Healthy Bodies: Citizen Engagement; Leadership; Academic Excellence; Entrepreneurship; and Networking

#### **Corporate Board Members**

Margaret Ellis, Treasurer Present – November 2025

Elijah Metoxen, Board Member Present – April 2026

Melissa Metoxen, Board Member Present – April 2026

Christarra Cornelius - Waukau , Board Member Present - November 2026

Board Member VACANT

Board Member VACANT

Board Member VACANT

#### **Looking Back: Accomplishments in FY-2025**

OYLI had a total of \$133,961.21 in our Checking/Savings accounts at the end of the 4<sup>th</sup> quarter. The full amount of both OYLI checking and savings accounts are currently unrestricted funds. OYLI continues to assist entities with fundraising and charges a 5% administrative fee per transaction. These are monies that can be used at the Board's discretion in meeting the mission of OYLI, including board stipends. OYLI is continues to do organizational planning and revisioning when possible. With a limited Board and fulltime work status, it can be difficult to hold a meeting, especially these past few months due to extenuating circumstances.

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#### Looking Forward: Goals/Announcements for FY-2026

OYLI Executive Manager position is has been finalized and will be posted in December as part-time position in order to spread the position funding over a few years vs 1 year. The Board's decision to focus on its initial purpose of providing grants/sponsorships to youth for leadership development has taken precedence and the filling of this position will help with that endeavor. OYLI's development of a capital campaign to fundraise for organizational support would be at the direction of the new Exec. Manager. The Board has been recruiting for the vacant board positions and has put an on-going advertisement in the Kalihwisaks. The Board has been waiting for at least 6 members before selecting new fulltime Officers, however we cannot get any applicants. We are also currently working with DTS on updating our website and social media.

#### Dividends

No dividends paid to shareholders.

#### Meetings

Held every 3<sup>rd</sup> Wednesday of the month.

#### Stipend

\$100 stipend per meeting. A few members finally started taking stipends this past year.

#### **Contact**

MAIN CONTACT: Cheryl Stevens

MAIN CONTACT TITLE: Interim Executive Manager

MAIN PHONE: 920-496-7331

MAIN EMAIL: cstevens@oneidanation.org

MAIN WEBSITE: <a href="http://oneidayouthleadership.org">http://oneidayouthleadership.org</a>