

Oneida Tribe of Indians of Wisconsin

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Approved
Read 8 87

UGWA DEMOLUM YATEHE
Because of the help of this
Oneida Chief in cementing
a friendship between the
six nations and the Colony
of Pennsylvania, a new na-
tion the United States was
made possible



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

SPECIAL MEETING

FRIDAY, JULY 24, 1987

Meeting called to order at 9:00 A.M.

Present: Purcell Powless-Chairman, Richard Hill-Vice Chairman, Kathy Hughes-Treasurer, L. Gordon McLester-Secretary, Lloyd Powless, Lois Powless, Mark Powless, Tony Benson, David King-Council Members

Others John Powless,

AGENDA

Rick Hill moved to adopt the agenda, David King seconded. Motion carried.

REPORT ON AMMUNITION MANUFACTURING - John Powless

The Economic Development Department has been investigating a Business proposition that calls for the manufacture of ammunition on an Indian Reservation. The ammunition is very unique and is the only kind of ammo on the market that has a plastic casing, instead of metal. The plastic casing has a lead bullet and has the same characteristics and qualities of a metal casing bullet, but is distinctive in a couple of ways

A plastic casing bullet is cheaper to manufacture, weighs less, and is not affected by moisture. The proforma that is attached was calculated on the basis of manufacturing a 38 caliber bullet. The 38 caliber bullet is one of the more frequently used bullets. Some of the major users are police departments and the Department of Defense.

On July 17th, John Powless met with Mr. Joe Palcher, the inventor of the plastic bullet in Santa Anna California and visited their small assembly area

Mr. Palcher is a polymer chemist (specializing in plastic applications) and he has been in the hand gun business for about 20 years. In the last couple of weeks he has taken his invention a step further by creating a plastic head for the plastic casing. All other ammo's use lead for the head of their bullets.

REPORT ON AMMUNITION MANUFACTURING (Continued)

Establishing an ammunition assembly plant on the Reservation could result in the following:

1. Fifteen new jobs; paying between \$6-10/hour
2. Quick turn around time to breakeven point-5 months. Net profit at the end of 12 months-\$190,956.
3. Opportunity for government contracts under the Buy Indian Act and 8-A program of SBA because of their Memorandum of Agreement with the Department of Defense to get Tribes in to DOD contracting.
4. Support for government contracting from Tony Roth's office Senator Proxmire's Office and Representative Les Aspin's Office (Chairman of House Arms Service Committee).

At this point, John needs a decision on whether the Tribe wants to proceed any further. If there is interest, he would proceed to develop a joint venture agreement, which would be brought back to the council for approval. A total cash out of \$450,000 is needed during the first year, and a net profit in the first year of \$190,956.00. It should be noted that the \$450,000 would be needed at different states of development. The Tribe would only invest the money as the sales increased, so the burden of increasing sales would be on the joint venture partner.

John feels the risk is minimal, and the chances of success of this new technology is very high. For the above reasons, John is requesting approval to proceed with the development of an agreement.

After discussion Tony Benson moved to approve, David King seconded. Motion carried.

VERNON & KATHERINE JOURDAN HOUSE ADDITION - Lloyd Powless

Lloyd Powless was asked to look into the situation of Vernon & Katherine Jourdan's House addition. He met with the Jourdans and proceeded in the following manner:

- Randy Jourdan did an estimate
- Met with Rose Gregor for emergency funds and was granted \$500
- Met with Jerry Kurowski who informed him that they had used their HIP Grant, but may be eligible for weatherization funds.

Lloyd Powless is requesting \$2,087.72, which is the difference between the building estimate and \$500 emergency grant through ORCOA. Some funds through the weatherization program may affect this request.

Lloyd Powless moved to approve, David King seconded. Lois Powless moved to table until Lloyd does further investigation on such a large addition and what help can be gotten from weatherization. Kathy Hughes seconded. Rick Hill and David King opposed.

4 yes votes, 4 no votes, Chairman votes in favor of the motion to table for more information. Motion carried.

ELDA SWAMP REQUEST (Daughter's High School Expenses) - Lloyd Powless

Mrs. Swamp requesting funds (\$1,075) to help her daughter attend the Christian Fellowship Academy. Both Mr. and Mrs. Leroy Swamp are medically disabled and surviving on Social Security. Funds can come out of the \$10,000 Education Fund in the Education Office.

Lloyd Powless moved to approve, David King seconded. Mark Powless and Lois Powless opposed. Motion carried.

PAY FOR THE ELECTION BOARD

Lois Powless moved to pay the Election Board \$200.00 each, Gordon McLester seconded. Motion carried.

MUSEUM EXHIBITS UPDATE - Lois Powless

Lois Powless stated: Immediately after the last meeting that was held when the Business Committee was informed that the Museum displays were blank and so forth, Kathy and she, herself, went to the Museum. When they got there, things had been changed quite abit. They had filled up the empty display cases and had done a really good job, Mary Lemieaux and Linda Metoxen had set up the exhibits. There was only one spot that was kind of empty but they were looking to put another museum piece in that area so that area would be filled. It really didn't look that bad, in fact Lois really liked it. All of the articles in the Hands on exhibit were there. Bill Gollnick has been working on the situation.

LITIGATION COMMITTEE RECOMMENDATION - Francis Skenandore

Draft Letter to Mr. Tayler to come from Arlinda Locklear:

You are correct that a three person negotiating committee and I as their lawyer, representing the Oneida Indian Tribe of Wisconsin, have attended settlement meetings on the Oneida Land Claims. We are, of course, aware of the on-going leadership dispute among the New York Oneidas, but are not in a position and have not purported to evaluate the merits of either side's claim to leadership. Like the other parties in the negotiations, we have urged the Bureau of Indian Affairs to recognize one of the disputing leaders.

However, we are not prepared to suspend negotiations until the Bureau of Indian Affairs does recognize a leader for the New York Oneidas. As you know, Mr. Hirsch and Mr. Burr have been attending the negotiating meetings on behalf of the New York Oneida Nation. In addition, you and Mr. Halbritter were invited to the last meeting as well, at the insistence of New York State and with the acquiescence of the Wisconsin Oneidas. For whatever reason, you and Mr. Halbritter decided not to attend that meeting. Thus, your absence from the negotiations is due to your choice, not to a decision by the other participants to exclude you. Finally, I understand that the Bureau of Indian Affairs intends to resolve the New York recognition issue by the end of July, well in advance of our next scheduled meeting.

LITIGATION COMMITTEE RECOMMENDATION (Continued)

Under the circumstances, there is no reason to suspend or postpone the Oneida Land Claim negotiations. The Oneida Indian Tribe of Wisconsin is prepared to continue the negotiations with New York State, the United States, and other Oneida leaders who choose to participate. [end]

Its always been our position to try to do these negotiations on a time frame of every 60 days, and this other party has always been invited to these meetings. And now theres a request to kind of back off all this stuff, but we still thought it was very important that we kept on the regular time schedule. So the litigation committee concurred with this letter.

David King moved to approve sending the letter, Rick Hill seconded. Motion carried.

WCC CONTRACT RETROACTIVE APPROVAL (Signed by Vice-Chair. on 6/23/87)

Lois Powless moved to approve, Kathy Hughes seconded. Motion carried.

HEADSTART/CONTRACT FOR SPEECH LANGUAGE PATHOLOGIST - Mary E. Hayes

This contract is for the 1987-88 school year, commencing on the 24th day of August, 1987, and concluding with the satisfactory completion of all required responsibilities prior to the 10th day of June 1988.

Duties:

- a. The teacher/Specialist further agrees to faithfully perform all duties that may be assigned relevant to the Teacher/Specialist's profession, within acceptable timeframes, and pursuant to Tribal rules, regulations and policies for the administration and operation of the Oneida Head Start Project.
- b. At all times during the performance of the contract, the Teacher/Specialist shall strictly adhere to all the rules and regulations that now have been or may hereafter be established by the Oneida Tribe and/or Oneida Head Start Project.

The cost is \$17,156.00.

Lois Powless moved to approve, David King seconded. Motion carried.

VACATION REQUESTS:

- Purcell Powless - July 27 - 31, 1987
- Lois Powless - July 27 - 31, 1987
- L. Gordon McLester - July 27, 28 & 29, 1987
- Mark Powless - July 27 - 31, 1987
- Rick Hill - July 24 ½ day

Rick Hill moved to approve all vacation requests, David King seconded. motion carried.

LETTER OF APPRECIATION TO THE GOVERNOR REGARDING LIQUOR LICENSE

Per a telephone call from Buck Martin of July 23, 1987, he informed the Tribe that the Governor has approved the special legislation for a liquor license for the Tribe for the Rodeway Inn. Official notification will be forthcoming.

Rick Hill moved to approve, Lois Powless seconded. Motion carried.

INDIAN GAMING MEETING RECEPTION

This Indian Gaming meeting is scheduled for August 13 & 14, 1987 at the Rodeway Inn.

Lois Powless moved to have the reception for the Gaming Association on the 13th. Kathy Hughes seconded. Motion carried.

SCHOOL BOARD POSITIONS (3)

Rick Hill moved to approve of the three positions 1) Kindergarten Teacher, 2) Kindergarten Teacher Aide, 3) Girls Physical Education Aide, Lloyd Powless seconded. Motion carried.

CONTRACT FOR JEAN PURCELL - SPEECH & LANGUAGE CONSULTANT

This contract is for a period commencing August , 1987 and expiring June 1988.

The Consultant shall make all necessary preparation for the Speech/Language program. The Consultant:

- a. Contributes to the development of individualized educational plans (IEP's for identified students.
- b. Implements one-one-one instruction based upon the above.
- c. Assists classroom teachers in the establishment and implementation of strategies to complement the above.
- d. Provides inservice for faculty and staff on topics related to the field, including models for improving services.
- e. Provides inservice to parents of speech impaired youth. This is to include an analysis of the individual impairments, and school and home exercises which can benefit the students.
- f. Completes speech screening and evaluation.
- g. Maintains daily logs for students.
- h. Schedules students according to need.
- i. Arranges yearly meetings with parents for annual IEP review.
- j. Other work related duties as may be assigned.

Service rendered by the Consultant shall be subject to the acceptance of the School Principal as determined through regularly scheduled monitoring observation. Evaluations noted as "satisfactory" on standardized evaluation forms shall provide the basis for compliance review.

CONTRACT FOR JEAN PURCELL - SPEECH & LANGUAGE CONSULTANT (Continued)

Payment shall be made upon actual hours worked related to the above tasks.
Payment shall be based on the following:

- a. An hourly rate of \$21.00.
- b. Payment shall be made weekly based on the number of hours worked.
- c. Due to confidentiality, the Consultant shall be required to maintain all student files, support secretarial services and supplies shall be provided by the school.

Any taxes due any taxing authority for the services performed by the Consultant shall be the total responsibility of the consultant.

Rick Hill moved to approve, Dave King seconded. Motion carried.

TRIBAL SOVEREIGNTY ASSOCIATES CONTRACT AGREEMENT

This contract is between the Tribal Sovereignty Associates and the Oneida Tribal School.

The contractor agrees to provide the contracting party the following:

- 1) Facilitate a three day workshop for members of the staff and school board of the Oneida Tribal School;
- 2) To facilitate a process and provide information that: (a) empowers the level of communication between members; (b) creates a setting in which individual can share information of mutual concerns, and
- 3) Performance to all acceptance of Art Skenandore, Vice-Principal or Sharon Mousseau, Principal.

The contract is for August 17-19, 1987. Transportation, Airfare and Facility & Program Delivery (total of (\$3,099.50) will be provided by the Oneida Tribe, Consultant shall be responsible for own expenses and all withholding and any other employment taxes due to any taxing authority. An advance payment of 50% or \$1,549.75 shall be paid by cash or certified cheque to: Tribal Sovereignty Associates. The contracting party agrees to make full and final payment of the above Total Costs by cash or certified cheque on August 19, 1987.

Dave King moved to approve, Lloyd Powless seconded. Lois Powless and Gordon McLester opposed. Motion carried.

TRUST COMMITTEE

Tony Benson explained that the Trust Committee is having a problem with the BIA on the reinvestments of the Trust Fund Monies. Unless the Trust Committee can work out an agreement on the interest the Trust Fund should have received through the reinvestments by the BIA, some legal action may have to be taken by the Tribe.

TRUST COMMITTEE (Continued)

Tony Benson requested approval to have the Trust Committee work with Francis Skenandore on any possible legal action that may be needed on the reinvestments of the Trust Fund.

Lois Powless moved to approve the request, Kathy Hughes seconded. Mark Powless opposed. Motion carried.

OLDER AMERICANS ACT TITLE V PROPOSAL

Senior Community Services Employment Program Agreement. This contract Agreement is made and entered into this 1st day of July, 1987 for the period of July 1, 1987 through June 30, 1988 by and between the State of Wisconsin represented by its Department of Health and Social Services, on behalf of the Division of Community Services, Bureau on Aging, whose principle business address is 1 West Wilson Street, Post Office Box #7851, Madison, Wisconsin 53707, hereinafter referred to as Purchaser, and Oneida Tribe of Indians of Wisconsin, whose principle business address is P.O. Box 365, Oneida, Wisconsin 54155, hereinafter referred to as Provider.

The Department of Health and Social Services employee responsible for the administration of this Agreement and the Agreement Administrator will be James J. Schmidtkofer, Title V Program Coordinator, (608) 266-5364. In the event that the Agreement Administrator is unable to administer this Agreement, the Purchaser will contact the Provider and designate a new Agreement Administrator and contact person.

Whereas, Purchaser wishes to provide part-time employment opportunities and related training for economically disadvantaged persons who are 55 years old or older as defined by Federal Title V policies and regulations;

Whereas, Provider is engaged in advocating and directly or indirectly furnishing services including employment to individual older persons;

Now Therefore, in consideration of the mutual undertaking and Agreements hereinafter set forth, Purchaser and Provide agree as follows:

Services to be provided: A detailed description of the employment and related supportive services to be provided and the means for delivering them is included in the Request for Position(s) under Title V of the Older Americans Act, which is attached to and made a part of this Agreement.

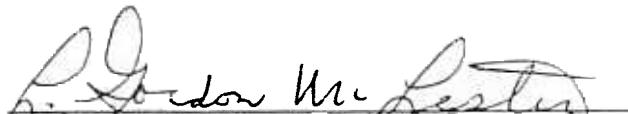
Cost of Services: The Purchaser agrees to pay the Provider an amount not to exceed \$4,441.00.

OLDER AMERICANS ACT TITLE V PROPOSAL (Continued)

Reporting: The Provider shall comply with the reporting requirements of the Purchaser. Any required reports will be forwarded to the Purchaser according to the schedule of the Purchaser.

Lloyd Powless moved to approve, David King seconded. Motion carried

10:00 Mark Powless moved to recess, Gordon McLester seconded. Motion carried.


L. Gordon McLester, Tribal Secretary
Oneida Business Committee