



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

# Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-1260



Oneida, WI 54155



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 nation, the United States, was made possible

Approved As  
Read 8-29-86

## SPECIAL MEETING

TUESDAY, AUGUST 12, 1986

Meeting called to order at 1:30 p.m.

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

Excused: Kathy Hughes-Treasurer, Lloyd Powless-Council Member

Others: Jerry Hill, Don Wilson, Bruce King

### ADDITIONS TO AGENDA

- Extension of Ernie Stevens Contract
- Draft Resolution on Land Claims
- Consultant for updating Property & Procurement Manual
- Appeal from Kate Stevens
- Travel and Vacation Requests for Tony Benson
- Phone Message

Rick moved to adopt the agenda with the additions, Dave seconded. Motion carried.

### ELECTION RESULTS OF AUGUST 9, 1986

#### Oneida Trust Committee

Nori Damrow	20
Robin Doxtator	19
Anna John	35
Sue Daniels	24
Artley Skenandore, Jr.	44
Charlene Cornelius	34
Shirley Barber	39
Genny Gollnick	37

ELECTION RESULTS (Continued)

Oneida Tribal School

Laurie Barton-Webster	45
Tina Danforth	53
Adam Webster	28

Oneida Tribal School

* Leland (Putski) Danforth	50
Debra Powless	12
Mark Powless	3

Mark moved to approve the election results. Trust Committee: Anna John, Artley Skenandore, Jr., Shirley Barber, & Genny Gollnick; Tribal School: Laurie Barton Webster, Tina Danforth, and Leland (Putski) Danforth. Gordon seconded. Motion carried.

REQUEST FOR A CREDIT CARD FOR JO SWAMP - Jerry Hill

Jerry requested authorization to apply for an additional American Express Corporate Card for Attorney Jo A. Swamp. This is to help facilitate travel needs as the occasion arises.

Tony moved to approve, Mark seconded. Dave and Lois abstained. Motion carried.

REPRESENTATIVE FOR THE ROOM TAX COMMISSION

The Oneida Tribe entered into an agreement with the Green Bay Area Visitor and Convention Bureau. This is to promote and attract convention and tourist trade and the services are funded by a room tax. The Green Bay Visitor and Convention Bureau requested an Oneida Representative to be appointed to the Room Tax Commission.

Kathy recommended Lloyd Powless be appointed to the Commission. Dave moved to approve the request, Gordon seconded. Mark abstained. Motion carried.

VACATION & PERSONAL DAY REQUESTS - Gordon McLester

Gordon is requesting vacation for August 18, 19, 20 and 21, 1986; also a Personal Day on August 22, 1986. Rick moved to approve the request, Lois seconded. Gordon abstained. Motion carried.

FINANCE & APPROPRIATION RECOMMENDATIONS PER MEMO OF AUGUST 6, 1986

(1) Capital Improvement - Reviewed bids to paint water tower (Rolling Hills) and Stand Pipe (Site I). F&A recommends approval at a cost of \$8,400 from capital improvements.

Lois moved to approve, Dave seconded. Lloyd abstained. Motion carried.

FINANCE & APPROPRIATION RECOMMENDATIONS (Continued)

Don Wilson was requested to check and see if there were any funds set aside for painting the tower.

(1:45 Lloyd Powless arrived.

- (2) HIP Budget Modification - F&A reviewed and recommends approval of the HIP budget modification.

Lois moved to table this item because there was no information in the packet. Tony seconded. Motion carried.

- (3) Van for Recreation Program - Request is for authorization to purchase van at a cost not to exceed \$18,000. F&A recommends approval of the request with funding to come from Management Services or outside financing depending on the timing of the actual purchase.

Rick moved to approve, Dave seconded. Motion carried.

- (4) Vehicle for Utilities Program - Reviewed request to purchase a used vehicle from the Housing Authority at a cost of \$6,400. F&A recommends approval at a cost of \$6,250 if it includes the plow and \$5,500 if it does not include plow. Funding is identified through the General Fund - Capital Improvements.

Rick moved to approve, Lois seconded. Motion carried.

- (5) Equipment Purchase - Building & Grounds is requesting approval to purchase a new scrubber at a cost of \$3,260.75. F&A recommends approval from General Fund - Capital Improvements.

Mark moved to approve, Dave seconded. Motion carried.

- (6) Reviewed a proposal for a maintenance agreement for close circuit system at Bingo. Agreement is for 2 years at a cost of \$6,120. F&A recommends approval from bingo operations.

Tony moved to approve, Lois seconded. Motion carried.

- (7) F & A obtained 3 bids for consultant engineering services. The Business Committee previously reviewed the proposal from Sommerville and requested other bids. F&A received bids from Bernards & Associates and from Foth & Van Dyke. F&A recommends Sommerville and Associates.

Tony moved to table this item because there was no information in the packet. Lois seconded. 3 yes votes. 2 opposed. 2 abstentions. Motion carried.

- (8) Reviewed 3 proposals on billboards for U & 29 outlets. F & A recommend Jag Sign for \$1,418 from OTE operations.

No action taken, this is for information only.

HOME IMPROVEMENT PROGRAM & WELL & SEPTIC PROGRAM COORDINATOR JOB DESCRIPTION - Don Wilson

Don Wilson presented the updated job description as per request and asked that the job title be changed to Home Services Coordinator.

Tony moved to approve the title change and the updated job description. Lois seconded. Mark opposed. Motion carried.

BRUCE KING'S FINAL REPORT OF ACTIVITIES - Bruce King

Bruce listed the areas he has been concentrating on before he leaves:

1. BIA Loan Guarantee Amendment
2. Hotel Construction Administration
3. EDA Close-out of Service, Water Project
4. Preparing for transition of duties of his office to the new plan.
5. Hotel problems and concerns.

Bruce plans to have the BIA Loan Guarantee request completed and ready for submission before he leaves and to follow-up the request when it reaches the Washington BIA offices. He is also still working on paying all the pre-opening and expendable bills for the hotel. John Powless is working on the close-out of the EDA Grant. This should be submitted by Thursday of this week. The Hotel Corp is closely monitoring the performance of the Management Group. The two problem areas is their accounting and marketing of the hotel. Don Wilson gave an update of the need cash flow for the hotel through June, 1987. Until the BIA Loan Guarantee Amendment is approved, the Tribe will have to supply the needed cash flow. The hotel is expected to take a year before it can turn a profit and support itself. Up to this point, the Tribe has provides start-up funds to the Rodeway of \$50,000 for the month of July, \$83,000 for the month of June and \$70,000 for the month of August. Should the BIA deny our request for the BIA Loan Guarantee Amendment, the Tribe will have to borrow the money to provide the hotel with the funds.

At this time, Don Wilson asked for approval of start-up funds to the hotel of \$50,000 for July, \$83,000 for June and \$70,000 for August.

Mark moved to approve the request, Gordon seconded. Lloyd, Rick and Tony opposed. Motion carried.

Rick moved that the Hotel Board submit the necessary documentation of the tranaction requesting the needed money for the cash flow and the amount received from the Tribe. Lois seconded. Mark abstained. Motion carried.

CONSULTANT CONTRACT WITH DAVE POWLESS

On July 22, 1986, the Business Committee approved a contract with Dave Powless as a consultant for the Tribe. The contract would be for a period up to 12 months. Dave would be on a \$1,000 per month retainer and the contract could

DAVE POWLESS CONSULTANT CONTRACT (Continued)

be terminated after six months with mutual consent. Dave Powless also requested approval to join the Tribe Insurance Plan and that the Tribe would pay his moving expenses not to exceed \$3,500. Dave Powless and Bruce King were to prepare presentations to the Business Committee on what will be developed in the Economic Development, also Dave is to submit his resume'. The following contract was presented with recommended changes from the Law Office:

A. Consultant Shall Provide a report or

1. The existing and potential economic developments of the Oneida Tribe of Indians of Wisconsin. The report shall include a description of the organizational structure, the relationship between the enterprise and the Tribal government, the legal authority for the operation of the enterprise, and the present and potential impact of the legal status of the land on the developments. The report shall also describe the possible tax consequences of operating an enterprise in different situations.  
The regulator authority of Tribal, state, and federal governments on businesses developed by and for Indian Tribes.  
Funding sources for Indian developments, to include possible training funds.
- 4 Recommended methods to manage and operate businesses for the Tribe.
- 5 Recommend minimum criteria for developments to meet in order to be developed.

B. The consultant shall also from time to time

- Identify potential businesses for consideration for either acquisition and or development.
2. Provide preliminary information on projects that are being recommended for development by or for the Oneida Tribe. The report shall include at a minimum a narrative description of the project, proposed funding requirements, potential ROI, a preliminary cash flow projection, employment needs and proposed timetable. The report does not have to include an in-depth feasibility study.
3. Identify resources available for developments.

For the above services the Oneida Tribe will compensate the consultant

1. \$1,000 per month.
2. Business expenses relating to above duties, not to exceed \$100 per month.
3. Travel approved by Don Wilson.
4. Insurance coverage on the same basis as offered to employees.
5. A one-time moving expense not to exceed \$3,500. Must be verified with receipts.
6. Typing services, made available.

DAVE POWLESS CONSULTANT AGREEMENT (Continued)

- D. The Consultant shall receive additional compensation for the following:
1. Development projects as assigned by the Tribe.
  2. Work related to financing projects.
  3. Preparing business plans for either private or public funding sources.
  4. Working in operations of the Tribe.
  5. Other activities that the Tribe may decide.
- E. The compensation for the above duties shall be negotiated at the time the work is assigned, however, the basis for that compensation shall be in the following ranges:
1. Hourly rate between \$35 and \$50; or
  2. Percentage of financial package range  $\frac{1}{2}\%$  to 5%; or
  3. Percentage of equity of project or profit sharing; or
  4. Other compensation (such as salary) as mutually agreed between Tribe and Consultant.
  5. Termination clause; 30 days notice.

Mark moved to approve the contract with the recommended changes, Dave seconded. Tony opposed. Gordon abstained. Motion carried. The starting date is August 18, 1986.

TRAVEL & VACATION REQUEST - Tony Benson

Tony is requesting approval to attend the GLITC meeting on August 21, 1986 in Wausau. He is also requesting approval for vacation on August 15, 22, 25, 26 and 29, 1986.

Lois moved to approve both requests, Rick seconded. Tony abstained. Motion carried.

WORKING DRAFT ON LAND CLAIMS - Rick Hill

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a Treaty Tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governmental body of the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and

WHEREAS, the Oneida Business Committee has established an Negotiating Team to negotiate a settlement of the New York Land Claims on behalf of the Oneida Nation of Wisconsin, and

WORKING DRAFT RESOLUTION ON LAND CLAIMS (Continued)

WHEREAS, The Negotiating Team needs to be provided with direction during the negotiating process.

WHEREAS, the following is the policy to guide the Negotiating Team:

As the Creator gave the responsibility to the Oneida people to protect it's Aboriginal homeland, this sacred Aboriginal land of the Oneida shall continue to be protected by the Oneida people wholeheartedly and together, and

WHEREAS, the basis of any discussion or negotiations shall be founded on the principle that the government of the United States intends to re-negotiate treaties and agreements made between itself and the Oneida Nation in a manner which is reflective of continuing good faith, and a desire to maintain a mutually beneficial relationship between two sovereigns, without regard to their relative strengths. These intentions can best be evident by the establishment, by the President, of a negotiating mechanism, which does not grant a superior position to either party, and

WHEREAS, the Oneida Nation of Wisconsin states that we will submit to no method of discussion or negotiation which does not recognize us as equal parties, since we will not subvert the dignity of our equitable title and sovereignty, and

WHEREAS, The Treaty of Fort Stanwix 1784, Treaty of Fort Harnar 1789, and the Treaty of Canadianuga; 1794, be re-affirmed as a treaty right to the Oneida People, and through negotiated settlements these rights will be maintained, announced, and honored, and

WHEREAS, the land claim is strictly an Oneida land claim, limited to Oneida governments in New York, Canada and Wisconsin, recognizing each other's autonomy, and

WHEREAS, the return of land is the Aboriginal claim area shall be of primary importance to the disposition of any final settlement, and

WHEREAS, the Oneidas of Wisconsin will not consent to state jurisdiction over any lands that may be returned as a result of negotiations, and

WHEREAS, Oneida jurisdictional rights will be maintained and enforced, and

WHEREAS, all trespassing damages will be fully and professionally assessed at todays current standards and no less, and

WHEREAS, the Oneida People demand that the Department of the Interior, BIA, Justice Department, or any other brand of the United States Government cease their efforts to interfere in the Oneida Nations internal affairs, and

WORKING DRAFT RESOLUTION ON LAND CLAIMS (Continued)

WHEREAS, any establishment of trust lands, trust funds or other negotiated settlement agreements need not have the Secretary of the Department of the Interior's approval, and

WHEREAS, any negotiated settlement will be resolved in a government to government relationship, and

WHEREAS, the Oneidas of Wisconsin can administer its responsibilities if the United States Federal Government would live up to it's original trust responsibilities to protect our homelands as a matter of law and treaty rights.

THEREFORE, BE IT RESOLVED: That any negotiated settlement will be pursued wholeheartedly in the areas of:

1. Treaty Rights
  2. Jurisdictional Rights
  3. Land Acquisition
  4. General Welfare
    - a. Education
    - b. Health
    - c. Economic Development
5. Mineral Rights
6. Trespassing Damages

BE IT FURTHER RESOLVED: That the Oneidas of Wisconsin recognized the sacred obligations of acting in the best interest of present and future generation of Oneida People. The Oneidas of Wisconsin seek a settlement to the pending land claims which will strengthen the people and promote the continued sovereignty of Oneida Governments pursuant to the treaty relationship that exists between the Oneidas of Wisconsin and the United States Government.

Mark moved to approve the working draft resolution on land claims, Tony seconded. Motion carried.

PROPOSED AMENDMENT TO ERNIE STEVENS CONTRACT - Rick Hill

Rick requested that Ernie Stevens Sr.'s Contract be amended to include the subject of the Oneida/New York Land Claims. After discussion, he withdrew his request until a later time.

APPEAL OF KATE STEVENS - Sharon Cornelius

The Law Office reviewed the request from Kate Stevens and found no procedural irregularity of the Personnel Commission.

Lloyd moved to deny the appeal based on the opinion from the Law Office. Gordon seconded. Motion carried.



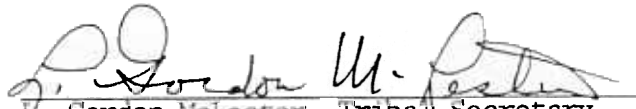
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CONSULTANT AGREEMENT FOR UPDATING PROPERTY AND PROCUREMENT MANUALS

The Oneida Tribe revised the consulting services of Paul H. McFee to update the Property & Procurement Manual. The Oneida Tribe agrees to pay for the services at \$16.00 per hour or by the following schedule August 25, 30 hours at \$16/hr. = \$480 on subvision of revision and remainder if any in October.

Lois moved to approve, Tony seconded. Mark abstained. Motion carried.

4:00 Lois moved to recess, Mark seconded. Motion carried.

  
L. Gordon McLester, Tribal Secretary  
Oneida Business Committee