



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

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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 CORRECTED

7-27-90

CONTINUED
SPECIAL MEETING
WITH GAMING COMMISSION

TUESDAY, JULY 24, 1990

Meeting convened at 9:00 a.m.

Present: Richard Hill-Acting Chairman, Amelia Cornelius-Secretary, Lloyd Powless, Larry Barton, Loretta Metoxen, Ernie Stevens-Council Members

Excused: Kathy Hughes-Treasurer, David King-Council Member

Gaming: Wes Martin, Ron Powless, David Powless

Others: Attorney Francis Skenandore, Sue Paremski, Louise King, Attorney Gerald Hill

Review of Last Meeting:

1. Need to review Memo of Agreement
2. Review TV Bingo recommendation
3. Update on Gaming Ordinance
4. Committee membership
5. Joint letter from Business Committee and Commission to employees

TV Bingo Recommendations:

1. Meet with personnel at WSAW Channel 7, Wausau, with a well thought out presentation which will squash any rumors or miscommunications which may find its way to other stations.
2. To continue operating in Wausau market for the next four to six weeks ending September 9, 1990, until the cards purchased by mail in that market have expired.
3. As of September 9, refuse sales from the WSAW Channel 7 viewing area and notify customers holding long term bingo cards of this action.
4. To cut back four to six weeks (September 9, 1990) to the Green Bay/Escaanaba market with WIRV-TV Channel 5, and WJMN-TV Channel 3.

Before expansion to any new markets a complete cost analysis will be done.

Cost to continue operations in Green Bay/Escanaba markets.

Green Bay Market Weekly Expenses

Talent (Jim King)	\$ 325.00
Airtime (WFRV-TV Channel 5)	775.00
VDL Producer/Director/Video Directions	2,500.00
WLUK Technical Production	1,700.00
Indirect Expenses	4,700.00
	<u>\$10,000.00</u>

Green Bay Market Weekly Revenues

Average Green Bay/Weekly Sales	\$13,000.00
Total Profit	\$ 3,000.00

Commission has reviewed and approved the recommendation but still waiting for a legal opinion.

Dave Powless felt that the budget is covering existing costs and would like to shave costs. Larry Barton feels that changes could be made and the Tribe do in-house production and provide the talent. Wes feels that tribal members could be trained to do the production. Further discussion on decision to continue. Rick Hill requested Francis Skenandore to provide a legal recommendation to the Business Committee on the retention of TV Bingo. He also recommended weekly review of the TV budget to watch the receipts show a profit or loss.

Review of Memorandum of Agreement:

Discussion on various points and changes made in 12, and the addition of point 18.

Ernie Stevens moved to adopt the Memorandum of Agreement as follows:

MEMORANDUM OF AGREEMENT

WHEREAS, the Oneida General Tribal Council and the Oneida Business Committee have approved the recommendations of the Bingo Investigative Commission, regarding the regulation, management and administration of the gaming operations of the Tribe, and

WHEREAS, the Oneida General Tribal Council has subsequently approved the "Guidelines For Implementation of Gaming Recommendations", on January 8, 1990, such guidelines constituting a policy statement of the Tribe, and

WHEREAS, the Oneida Business Committee desires that the Oneida Gaming Commission be placed in full charge of the Oneida Gaming Operations through delegations of authority to the Gaming Manager, and

MEMORANDUM OF AGREEMENTS (Continued)

WHEREAS, the Oneida Gaming Commission shall be in charge of the administration, oversight, and evaluation of management, operations, plans, budgets, regulations, and procedures of the gaming enterprises, subject to the Oneida Gaming Ordinance, and

WHEREAS, the Oneida Business Committee must retain certain constitutional and governmental responsibilities as delegated by the Oneida General Tribal Council, and

WHEREAS, the Oneida Business Committee desires that a "memorandum of Agreement" be entered into between themselves and the Oneida Gaming Commission, and

NOW THEREFORE BE IT RESOLVED: that the following terms and conditions meet the criteria set forth by the Oneida General tribal Council for the "Memorandum of Agreement" above described:

THIS MEMORANDUM OF AGREEMENT is entered into this 24th day of July 1990, between the ONEIDA BUSINESS COMMITTEE, hereafter referred to as the COMMITTEE, and the ONEIDA GAMING COMMISSION, hereafter referred to as the COMMISSION, agree to abide, respect and follow the following provisions:

1. The COMMISSION and the Gaming Manager shall be directed by the "Guidelines For Implementation of Gaming Recommendations", including its amendments.
2. The COMMISSION shall abide by all provisions of the Oneida Gaming Ordinance.
3. The Tribal Attorney shall be designated as the legal representative of the Tribe regarding the interpretation of the provisions enclosed herein. The Tribal Attorney shall assist the COMMISSION and the COMMITTEE in amending the Oneida Gaming Ordinance in order to comply with General Tribal Council and COMMITTEE recommendations.
4. The COMMITTEE shall provide the operating and capital budgets, with variances for fiscal year 1989-90, to the COMMISSION and the Gaming Manager.
5. The Gaming Manager and the Commission shall not exceed its annual approved budget unless otherwise provided for by the COMMISSION and the COMMITTEE. The gaming manager shall be responsible for conducting an analysis of monthly and "year to date" profit and loss statements; reporting all variances to COMMISSION.
6. The COMMISSION shall define the specific operating authorities and responsibilities of the Gaming Manager, and shall do so in a written document which may be in the form of a formal performance contract.

MEMORANDUM OF AGREEMENT (Continued)

The COMMISSION and the Gaming Manager shall present to the COMMITTEE no later than September 1, 1990, a Business Plan for review and approval. The approved Business Plan shall then be presented at a General tribal Council meeting called for that purpose for final approval prior to October 1, 1990.

8. Any contracts for services over \$3,000 shall be approved by the COMMISSION, provided that such expenditure is in the approved budget. In the event that such contract or expenditure is in excess of the tribe's approved budget, the COMMISSION must first obtain approval from the COMMITTEE by resolution.
9. All revenues in the form of cash receipts or otherwise shall be deposited at locations and in accounts designated by the COMMITTEE. The operating budget including cash on hand shall be supplied to the Gaming Manager through a system of cash transfer designated by COMMITTEE.
10. Disputes between the COMMITTEE and the COMMISSION shall be resolved in a joint meeting at the request of either party in writing addressed to the Chairman of the COMMITTEE and the COMMISSION.
11. All gaming expenditures and purchasing shall comply with the Tribal Procurement Manual.
12. The jurisdiction, supervision and functions of Public Safety as related to the gaming operations shall be retained by the COMMITTEE. Any such policies, procedures, or supervisory conditions shall be evaluated by the COMMISSION and submitted to the COMMITTEE for further consideration in its business plan.
 - a) The Internal Auditor shall be accessible to the COMMISSION to carry out its responsibilities under existing Oneida Tribal Law
 - b) Criminal Investigations shall be undertaken confidentially to protect the integrity of Tribal and Outside law enforcement.
13. The supervision of employees is provided for in the "Tribal Personnel Policies and Procedures". The gaming operations may provide for a separate system as provided for in Article VII of the policies and procedures manual.
14. All requests to the COMMITTEE shall be in writing, addressed to the Tribal Chairman.
15. The COMMISSION has the right to its own legal counsel.
16. The COMMISSION shall submit all minutes of all meetings in writing to the Tribal Secretary on a quarterly basis.
17. The Memorandum of Agreement shall not be amended except by the mutual agreement of the COMMISSION and the COMMITTEE or as directed by the Oneida General Tribal Council.

MEMORANDUM OF AGREEMENT (Continued)

18. This Memorandum of Agreement shall terminate upon the adoption of the revised Oneida Gaming Ordinance which incorporates the above referred to authorities, and acceptance of the Business Plan finally approved by the Oneida General Tribal Council referred to in paragraph 7 of this Agreement.

Motion seconded by Loretta Metoxen. Motion carried.

Wes Martin convened the Gaming Commission. Dave Powless moved to adopt the Memorandum of Agreement as amended, Ron Powless seconded. Motion carried.

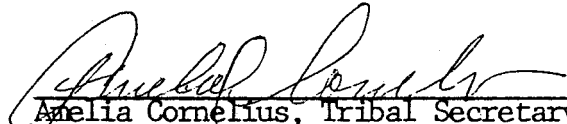
Gaming Commission: Amelia Cornelius reported that the security checks have not been received yet.

Security Sub-Committee will be meeting next week.

Wes Martin and Rick Hill will need to develop the joint memo.

Contact will be made with the press for a release of the signing of the Memorandum of Agreement as soon as possible.

Loretta Metoxen moved to recess, motion seconded and carried.


Amelia Cornelius, Tribal Secretary
Oneida Business Committee