



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

WATSON  
to BC



UGWA DEHOLUM TATENE

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.



Phone: 869-2752

De Pere, WI 54115

JUN 5 1981

COPY

June 4, 1981

Mr. Robert St. Arnold  
Superintendent  
Bureau of Indian Affairs  
Great Lakes Agency  
Ashland, Wisconsin 54806

CONFIDENTIAL

Dear Mr. St. Arnold:

Attached you will find a resolution passed by the Oneida Business Committee on June 3, 1981. The resolution requests that the Bureau of Indian Affairs immediately remove and terminate Frank Cornelius as the Bureau of Indian Affairs, Field Representative in Oneida for a serious breach of his trust responsibility to the Oneida Tribe by engaging in a conflict of interest.

Although there have been a number of complaints about the performance and competence of Frank Cornelius, since he was assigned in Oneida, the Oneida Business Committee has restrained itself from formally challenging the actions of Mr. Cornelius, preferring instead to resolve the problems internally. By Mr. Cornelius's most recent actions, however, it is the determination of the Oneida Business Committee that his presence as the direct and immediate representative of our Trustee, the United States, has worked to the detriment of the Oneida Tribe. Specifically, Mr. Cornelius has approached the Brown County Board and Airport Commission seeking the exclusive right to sell untaxed cigarettes on the Oneida Reservation in circumvention and violation of Oneida Tribal Law governing Tobacco sales on the Reservation. Mr. Cornelius further asserted he would file administrative and legal suit against Brown County if they failed to grant him the exclusive right to sell tax free cigarettes. Mr. Cornelius by his actions in dealing with Brown County for his own personal business interest has misused his position and totally ignored his and the United States Trust responsibility to the Oneida Tribe. The trustee is responsible and obligated to act in the best interest of the Tribe and protect their interest.

Mr. Robert St. Arnold

June 4, 1981

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Furthermore, Mr. Cornelius has also asserted the permission of the State of Wisconsin to sell tax free cigarettes which has resulted in the Corporation Counsel of Brown County seeking to oppose a state Revenue Rule which recognizes the authority of Indian Tribal governments to regulate the sale of untaxed cigarettes on Reservations. Because of his position as a Bureau of Indian Affairs employee and being an enrolled Tribal member, Mr. Cornelius' representations and threats to Brown County officials were imputed to the Oneida Tribe. Specifically, Brown County and its Corporation Counsel assumed that the Oneida Tribe had granted Mr. Cornelius a license or franchise to sell tax free cigarettes in contravention of state law at the Brown County Airport. This erroneous assumption resulted from the representation of Mr. Cornelius of which the Oneida Tribe was totally unaware of until publicized June 2, 1981 on a local radio station.

This opposition generated by Mr. Cornelius against the interests of the Oneida Tribe, and all other Wisconsin Indian Tribes has interfered with the governmental relations of the Oneida Tribe and Brown County. Such interference threatens the peaceful relations the Oneida have had with the County and could well result in the Tribe having to abandon certain projects which require the concurrence of local governments.

In view of the above, the continued presence of Mr. Cornelius as an official of the Bureau of Indian Affairs is intolerable to the Tribe. Therefore, the Oneida Tribe will no longer deal with the office as long as Mr. Cornelius is the Field Representative, but instead deal directly with the Ashland Office.

We would further request that you come to Oneida as soon as possible and discuss a replacement for Frank Cornelius to make this office operative and functional as should be.

If you have any questions, please contact me.

Sincerely yours,



PURCELL POWLESS  
Chairman, Oneida Tribe  
of Indians of Wisconsin

PP/psm

Mr. Robert St. Arnold  
June 4, 1981

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cc: Frank Cornelius  
Brown County Corporation Council  
Great Lakes Inter-Tribal Council  
Wisconsin Winnebago Business Committee  
Stockbridge Munsee Business Committee  
Area Office - Bureau of Indian Affairs - Minneapolis  
Solicitor's Office - Minneapolis  
U.S. Solicitor's Office - Washington, D.C.  
Assistant Secretary to the Secretary of the Department of  
Interior - Washington, D.C.  
Commissioner of Indian Affairs - Washington, D.C.

Enclosures: (1) Resolution 6-3-81A  
(2) Letter from Ken Bukowski dated May 19, 1981  
(3) Letter from Frank Cornelius to Mr. Joe Liebergen  
(4) Letter from Frank Cornelius to Mr. Joe Liebergen  
dated April 27, 1981



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



UGWA GENOLUM YATENE  
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Phone: 869-2752



Do Per, WI 54116

RESOLUTION NO. 6-3-81A

WHEREAS: The Oneida Business Committee has been delegated the responsibility on behalf of the Oneida General Tribal Council to act and effect the enumerated powers of the Oneida Tribal Constitution which includes the right to promulgate and enforce ordinances governing the conduct of Oneida Tribal members on its Reservation, and

WHEREAS: The Oneida Tribe of Wisconsin has duly enacted the Oneida Tobacco Ordinance governing and regulating the manner and scope of the sale of untaxed cigarettes on the Oneida Reservation, and

WHEREAS: Frank Cornelius, an enrolled Oneida Tribal member, is presently an employee of the Bureau of Indian Affairs, serving as the Field Representative, and assigned to the Oneida Reservation, and

WHEREAS: Frank Cornelius as the agent of the United States who is the Trustee of the Oneida Tribe of Wisconsin, has acted against the interests of the Oneida Tribe in the following respects;

1. Sought to personally and financially gain by attempting to secure the exclusive right to sell untaxed cigarettes in violation of the Oneida Tobacco Ordinance and without the permission of the Oneida Tribe.

2. Breached his and the United States Trust responsibility and fiduciary duty to the Oneida Tribe by attempting to circumvent the right of the Oneida Tribe to regulate the conduct and activities of its members on the Oneida Reservation.

3. Representing and implying to local Brown County Officials that he had the right to sell untaxed cigarettes, thus misrepresenting the facts and law to Brown County.

4. Issuing threats and engaging in actions resulting in antagonistic and detrimental political reaction and possible legal action against the Oneida Tribe.

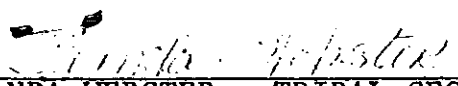
NOW THEREFORE BE IT RESOLVED that the Oneida Tribe of Wisconsin by its duly elected government, the Oneida Business Committee, demands that appropriate officials of the Bureau of Indian Affairs and superiors of Frank Cornelius take immediate and appropriate steps to remove and terminate Frank Cornelius as the Bureau of Indian Affairs Field Representative in the Oneida Office, Oneida Indian Reservation.

BE IT FURTHER RESOLVED that the Oneida Tribe of Indians of Wisconsin will no longer deal with Frank Cornelius as the Field Representative of the Bureau of Indian Affairs at the Oneida Office because of his breach of trust responsibility and fiduciary duty to the Oneida Tribe.

FINALLY BE IT RESOLVED that the Oneida Tribe will deal directly with appropriate officials at the Ashland Agency until Frank Cornelius has been replaced in the Oneida Field Office.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 7 members, constituting a quorum were present at a meeting duly called, noticed and held on the 3 day of June, 1981; that the foregoing resolution was duly adopted at such meeting by a vote of 6 for, and 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
WANDA WEBSTER - TRIBAL SECRETARY

OFFICE OF THE  
BROWN COUNTY  
CORPORATION COUNSEL

KENNETH J. BUKOWSKI  
CORPORATION COUNSEL  
JOHN C. JACQUES  
ASSISTANT CORPORATION COUNSEL

NORTHERN BUILDING  
PHONE: 497-3358  
AREA CODE: 414

MAILING ADDRESS  
BROWN COUNTY COURT HOUSE  
GREEN BAY, WISCONSIN 54301

May 19, 1981

Mr. Joe Liebergen, Airport Director  
Austin Straubel Airport  
Route 17, 2077 Airport Drive  
Green Bay, WI 54303

MAY 20 1981

RE: Opinion of Request of F. Cornelius to Lease Space at the Airport

Dear Joe:

At the last Airport Committee meeting the Committee requested my opinion concerning the request of Mr. Frank Cornelius for a lease of space at Austin Straubel Field to sell certain types of items. I have reviewed both of Mr. Cornelius' letters to you, and I have also reviewed the lease between Brown County and the present lessee of the gift shop located at the terminal. In addition, I have researched related legal questions in this matter.

In my opinion the county is not under any legal constraint whatsoever to lease space at Austin Straubel Field to Mr. Cornelius, or to anyone else. My opinion is based on the following reasons:

1. The county is under no legal obligation to rent space at Austin Straubel Field. Our only concern along these lines is that whatever space we do lease, we do so in a non-discriminatory manner. In my knowledge of the history of leases at the airport, I am convinced that there has not been any discrimination against anyone from renting space at Austin Straubel Field.
2. Paragraph 11 of the lease between Brown County and the gift shop operator allows other operators of concessions to deal exclusively in particular lines of merchandise. In my opinion, the items proposed to be sold by Mr. Cornelius would not be "exclusively in a particular line of merchandise." The gift shop has relied upon this language in the lease agreement, and the county could perhaps be subject to contract damages if it violated paragraph 11 of the lease.
3. Mr. Cornelius, in his April 27, 1981 letter, indicates that he wants the "exclusive" right to sell tax free cigarettes. In my view, Mr. Cornelius thereby requests that we discriminate in his favor by granting him an exclusive right to sell tax free cigarettes. It is ironic to me that Mr. Cornelius wants an exclusive right, and yet he is attempting to deny that same right to the present operator of the gift shop. In addition, in my judgment, there are several legal difficulties with the proposition of allowing anyone to sell tax free cigarettes on property owned by the county. Attached hereto, please find a copy of a letter which I forwarded to the State Assembly Revenue Committee concerning this issue. I feel the letter

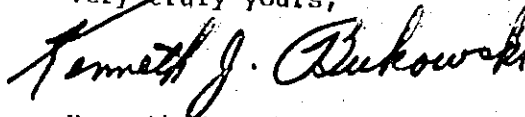
Mr. Joe Liebergen  
May 19, 1981  
Page 2

is self-evident and these legal issues should be clarified prior to Brown County even considering authorizing someone to sell tax free cigarettes on county property.

4. Mr. Cornelius has implied that if we do not grant him a lease as he has requested, that he will then file administrative and legal challenges against Brown County on the basis of discrimination in a violation of his constitutional rights. I do not feel that this office, nor any agency or committee of the county should be pressured into making a decision on the basis of threatened litigation, where in fact no basis for the threatened litigation exists.

Based on the above reasons, I feel that the Airport Committee should not grant a lease to Mr. Cornelius or anyone else for the purpose of selling tax free cigarettes at Austin Straubel Field. The legal questions involved should be resolved first. Even after they are resolved, the county still would not be, in my judgment, forced to sell tax free cigarettes at the airport.

Very truly yours,



Kenneth J. Bukowski

CORPORATION COUNSEL

KJB:sml  
enclosure

1920 Freedom Road  
DePere, WI 54115

Mr. Joe Liebergen  
Austin Straubel Airport

Dear Mr. Liebergen:

This is to confirm our telephone conversation of March 5, 1981, wherein, I made the proposal of renting 440 square feet of space at the airport adjacent to the present gift shop or another suitable area. Be advised, that the following types of items will be for sale within the gift shop;

- Homemade leather projects
- Homemade baskets
- Homemade clothing
- Homemade jewelry
- Silver
- Cigarettes
- Gum, candy, and cards
- Other items commonly found in airport terminals, as well as
- Homemade Indian blankets
- Other exclusive items

After a lengthy conversation with Mr. Jack Hill, in Madison, who gave me his encouragement to seek to put a profitable business in the airport. As I discussed on the phone with Mr. Hill regarding the proposed shop and the availability of competition at the airport for this new, unique, and compatibility type of gift shop for people who would linger in the area and have time to appreciate the homemade gifts.

Please inform me if it would be feasible to obtain the space and inform me of the lease conditions as well as total cost and how the cost could be paid; monthly, quarterly and annually.

If you need any additional information, please feel free to contact this office.

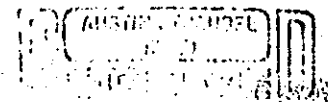
Sincerely,

  
Frank L. Cornelius

440 sq. ft. @ 8.00 = 3,520.00  
293.34 per sq. ft.



April 27, 1981



APR 30 1981

Mr. Joe Liebergen  
Austin Straubel Airport  
Green Bay, WI

Dear Mr. Liebergen:

This letter is a follow-up of our telephone conversation of April 7, 1981, when you informed me of the Board's decision, not to rent the space that I requested in my letter to your office, dated March 6, 1981, for reasons not known to myself, either apparent or real.

If the Board has specific questions or if they would make a counter offer, or simply deny the object in conflict with any other lease; I would be more receptive to that action, rather than just a flat denial. If the space is for rent and I agree, with your terms, you should not refuse me.

I would like to reiterate my initial request to lease the space adjacent to the gift shop for the following types of items:

- A) Hand-made leather products •
- B) Hand-made Indian baskets
- C) Hand-made Indian clothing
- D) Hand-made Indian jewelry
- E) Silver gift articles •
- F) Tax-free cigarettes
- G) Hand-made Indian blankets
- H) All-occasion cards with Indian accent
- I) Indian publications
- J) Toys and memorabilia with Indian accent
- K) Pictures and posters with Indian accent
- L) Miscellaneous Indian products

This lease is made with the understanding, that the lessee shall have the exclusive right to sell tax-free cigarettes. If the lessee should for any reason be denied this exclusive right this lease would terminate and would have no force or effect and after the lease, become null and void, the lessee would have thirty (30) days to vacate the premises.

Sincerely,

Frank L. Cornelius