1	LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS		
2	ODAWA CONSTRUCTION CORPORATE CHARTER		
3			
4			
5	This Corporation is hereby organized, incorporated and granted its corporate powers,		
6	privileges and immunities under the laws of the Little Traverse Bay Bands of Odawa Indians as a		
7	Tribally chartered corporation for the purposes set forth in Article III of this charter. The Little		
8	Traverse Bay Bands of Odawa Tribal Council grants this corporate charter pursuant to its		
9	inherent sovereign authority and pursuant to Part Two of Comprehensive Business Codes of the		
10	Little Traverse Bay Bands of Odawa Indians, WOTC 12.114, et seq. This Charter creates a		
11	Tribal Corporation as defined at WOTC 12.115(B) as a corporation wholly owned by the Little		
12	Traverse Bay Bands of Odawa Indians for the benefit of the Tribe and its members, and its		
13	ownership is inalienable.		
14			
15	ARTICLE I: NAME		
16			
17	The name of this Tribal Corporation is Odawa Construction, Inc. The Corporation shall		
18	have its principal place of business at the 7500 Odawa Circle, Harbor Springs, Michigan 49740		
19	or at such other location within the Tribe's territories that the Board of Directors of the		
20	Corporation shall determine.		
21			
22	ARTICLE II: OWNERSHIP		
23			
24	The Corporation shall be 100% owned and controlled by the Little Traverse Bay Bands		
25	of Odawa Indians, (Tribe).		
26			
27	ARTICLE III: PURPOSE		
28			
29	A. The purpose of the corporation, as a tribally chartered corporation, is to promote economic		
30	self-sufficiency and create jobs through construction of tribally owned projects or local projects		
31	within the community, in accordance with WOS 2018-0X.		
32	within the community, in accordance with wos 2010-0X.		
33			
34	ARTICLE IV: DEFINITIONS		
	ODAWA CONSTRUCTION CORPORATE CHARTER-sponsored by Legislative Leader Fred Harrington, Jr.		

1			
2	For purposes of this Charter the following terms shall have the meanings respectively		
3	specified:		
4			
5	a. "Board of Directors" shall mean the Board of Directors of the Corporation		
6	created by this Charter.		
7			
8	b. "Corporation" shall mean the "Odawa Construction, Inc., created by this Charter		
9			
10	d. "Felony" shall mean only those offenses set forth under Tribal Statute or the		
11	United States Indian Major Crimes Act (18 U.S.C. § 1153).		
12			
13	e. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians		
14	means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as th		
15	boundaries of the reservations fo <mark>r the L</mark> ittle Traverse Bay Bands as set out in Article		
16	paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621." Little Traverse Ba		
17	Bands Constitution, Article V(A)(1)(a).		
18			
19	f. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.		
20 21	g. "Tribal Constitution" means the Little Traverse Bay Bands of Odawa Indian		
22	·		
23	Constitution as adopted by its membership on February 1, 2005.		
24	h. "Tribe Council" means the elected body of nine Tribal members of Little		
25	Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution		
26	Article VII. "Tribal Council".		
27			
28	ARTICLE V: RELATION TO TRIBE		
29			
30	The Corporation shall constitute a governmental instrumentality of the Tribe, having		
31	autonomous existence separate and distinct from the Tribe.		
32			

a. For purposes of civil jurisdiction, regulatory jurisdiction and taxation, the		
Corporation shall be deemed a subordinate arm of the Tribe and shall be entitled		
to all of the privileges and immunities of the Tribe.		
governmental power.		
ARTICLE VI: ASSETS		
leased in writing to the Corporation.		
ADTICLE VII. POADD OF DIDECTORS		
ARTICLE VII: BOARD OF DIRECTORS		
The management of the affairs of the corporation shall be vested in a Board of Directors, except	t	
as otherwise provided in this charter of in the oylaws of the corporation.		
ARTICLE VIII: BOARD OF DIRECTORS		
The management of the affairs of the corporation shall be vested in a Roard	٥f	
•	ın	
the intent to have staggered terms:		
(Name) (Term)		
()		
1. (XX/XX/XX)		
ODAWA CONSTRUCTION CORPORATE CHARTER-sponsored by Legislative Leader Fred Harrington, Jr.		
	Corporation shall be deemed a subordinate arm of the Tribe and shall be entitled to all of the privileges and immunities of the Tribe. b. The Corporation shall have no power to exercise any regulatory or legislative power; the Tribe reserves from the Corporation all regulatory, legislative and other governmental power. ARTICLE VI: ASSETS The Corporation shall have only those assets of the Tribe formally assigned or leased to it by the Tribal Council, together with whatever assets it acquires by other means as provided in this Charter. No activity of the Corporation, or any indebtedness incurred by it shall encumber, implicate or in any way involve assets of the Tribe or another Tribal Entity not assigned or leased in writing to the Corporation. ARTICLE VII: BOARD OF DIRECTORS The management of the affairs of the corporation shall be vested in a Board of Directors, except as otherwise provided in this Charter or in the bylaws of the corporation. ARTICLE VIII: BOARD OF DIRECTORS a. The management of the affairs of the corporation shall be vested in a Board Directors, except as otherwise provided in this Charter or in the bylaws of the corporation. The Board shall three (3) to five (5) members with at least three (3) of the member shall be LTBB Tribal Citizens, and who meet the eligibility requirements set of in subsection c, of this section and shall be approved by Tribal Council for a set term, with the intent to have staggered terms: (Name) (Term)	

1		
2		2. (XX/XX/XX)
3		
4		
5	b.	Compensation
6		
7		1. The board members may be compensated a reasonable amount as
8		approved by Tribal Council, provided availability of funds.
9		
10		2. Board members shall adhere to the approved travel policies for
11		reimbursement of travel expenses.
12		
13	c.	To serve on the Board a person must meet all of the following criteria:
14		
15		1. A person must be at least eighteen years of age;
16		
17		2. No person can serve on the Board within seven (7) years of completion of
18		a sentence or probation upon being convicted of a felony in tribal, state or federal
19		court, unless such conviction has been vacated or overturned.
20		
21		3. To be considered, a person shall meet the following criteria:
22		
23		i. Must have experience in the construction bidding process or have a
24		skill set in estimating and accounting or related business experience;
25		
26	· ·	ii. Preferably a Bachelor's degree in business or construction
27		management or a related field.
28		
29		iii. Must possess leadership qualities, show good judgment, is
30		approachable, and is team focused.
31		
22		

1	d. If there is a vacancy in the board, the board shall nominate a person to fill the vacant
2	position. Tribal Council shall fill such position by a majority vote of council. Such vacancy
3	shall be for either the remainder of the vacant term, or for new term. Such motion shall be
4	considered an amendment to this charter and attached as an addendum to this charter.
5	
6	e. Board members shall not be of the same immediate family. For purposes of this
7	section immediate family means husband, wife, son, daughter, step-son, step-daughter,
8	father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-
9	brother, brother-in-law, sister, step-sister, sister-in-law, child, step-child.
10	
11	f. No board member may participate in making any decision that involves a
12	personal or financial interest or an interest of his or her immediate family, unless such
13	interest is held in common with the Tribe and its Citizens.
14	
15	
16	ARTICLE IX: CORPORATE POWERS
17	
18	The Corporation shall have the power to:
19	
20	a. To purchase, receive, solicit, take by gift, devise, or bequest, or otherwise acquire,
21	own, hold, improve, use, and otherwise deal in personal property of every description, or
22	any interest therein, wherever situated.
23	
24	b. To lease real property and improvements from the Little Traverse Bay Bands of
25	Odawa Indians.
26	
27	c. To make contracts or agreements, incur liabilities and borrow money from any
28	source, upon such terms and rates and interests as the Board of Directors may determine;
29	to issue notes, bonds and other obligations and secure any of its obligations by
30	specifically mortgaging, pledging or assigning its corporate property or income as
31	collateral for its corporate debts or liabilities, as approved by Tribal Council.
32	
33	d. To lend or invest money for its corporate purposes.
34	
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1	e. To conduct its arraits, carry on its operations, and exercise the powers granted		
2	under this Corporate Charter in any state, territory, district, or possession of the United		
3	States or in any foreign country.		
4			
5	f. To elect or appoint officers and agents of the corporation and define their duties		
6	and fix their compensation		
7			
8	g. To sue and be sued but only in accordance with Article X of this Charter.		
9			
10	h. To have and exercise all powers incidental, necessary or convenient to the		
11	conduct of corporate business, not inconsistent with applicable law, and to engage in ar		
12	and all activities which will directly or indirectly carry out the purposes as set forth in		
13	Article III.		
14			
15	ARTICLE X: SOVEREIGN IMMUNITY		
16			
17	a. The Corporation is a distinct legal entity from the Little Traverse Bay Bands of		
18	Odawa Indians with its own assets. While the Tribe is the sole owner, the Corporation's		
19	corporate activities, transactions, obligations, liabilities and property are not those of th		
20	Tribe. Nothing in this charter waives or permits the corporation to waive the Tribe's		
21	sovereign immunity from suit.		
22			
23	b. The Corporation may effectuate limited waivers of its sovereign immunity for		
24	conducting day-to-day business if the waivers are made in accordance with either of the		
25	following methods:		
26			
27	1. Tribal Council may expressly authorize a limited waiver of sovereign		
28	immunity on a case-by-case basis through a specific resolution.		
29			
30	2. The Corporation may waive its sovereign immunity pursuant to		
31	transactions or agreements that the Tribal Corporation may execute in the cours		
32	of its ordinary business affairs.		
33			
34	3. Any waivers of sovereign immunity made pursuant to (1) or (2) above		
	ODAWA CONSTRUCTION CORPORATE CHARTER		

shall only expose the assets owned or held by the Corporation and shall not
subject other Tribal assets to liability. Waivers of sovereign immunity are
disfavored and shall be granted only when necessary to secure a substantial
advantage or benefit to the Tribal Corporation. Waivers of sovereign immunity
shall not be general but shall be specific and limited as to duration, grantee,
transaction, property or funds, if any, of the Tribal Corporation subject thereto.
Neither the power to sue and be sued provided in this Charter, nor any express
waiver of sovereign immunity by resolution of the Corporation's Board of
Directors or the Tribal Council shall be deemed a consent to the levy of any
judgment, lien or attachment upon any property of the Tribal corporation other
than property specifically pledged or assigned, or any property of the Tribe, or a
consent to suit with respect to any land within the exterior boundaries of the
Reservation or consent to the alienation, attachment or encumbrance of any such
land.

c. Sovereign Immunity of the Tribe. All inherent sovereign rights of the Tribe as a federally recognized Indian tribe with respect to the existence of the Tribal Corporation are hereby expressly reserved, including sovereign immunity from suit in any state, federal or tribal court. Nothing in this Charter shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe or to be a consent of the Tribe to the jurisdiction of the United States or of any state with regard to the business affairs of the Tribal corporation or the Tribe or any cause of action, case or controversy.

ARTICLE XI: MANAGEMENT OF CORPORATION

The Board of Directors is empowered and directed to adopt bylaws consistent with this Charter and all applicable law to set out management of the Corporation and regulation of its affairs.

ARTICLE XII: INSULATION FROM SHIFTS IN TRIBAL POLITICS

a. Board members can only be involuntarily removed during their term for one or more of the following reasons:

1	1.	The Board member(s) intentionally or negligently took action to harm the	
2	inte	erests of the Corporation or Tribe;	
3			
4	2.	The Board member(s) is convicted on any crime that could harm the	
5	cre	dibility or function of the Corporation;	
6			
7	3.	The Board member(s) is convicted of a felony;	
8			
9	4.	The Board member(s) failed to act in good faith, or with the care that an	
10	ord	linarily prudent person in a like position would exercise under similar	
11	circ	cumstances, or in a manner he or she reasonably believes to be in the best	
12	inte	erests of the Corporation.	
13			
14	5.	The Board member(s) fail to meet the financial performance measures or	
15	sho	ow any substantial action toward achieving such measures.	
16			
17	b. Rea	moval of a Board member(s) for one or more of the reasons set out in	
18	subsection	(a) above can only be accomplished by either an affirmative vote of three-	
19	fourths (3/4)	or more of the Board or by majority vote of Tribal Council.	
20			
21	c. Me	ember(s) of the Board of Directors appointed under Article III serve 3-year	
22	terms and	there shall be no limitation on the amount of terms that may be served.	
23			
24		ARTICLE XIII: ATTORNEYS	
25			
26	The Corpo	ration may utilize the services of Tribal attorney(s) with prior approval by	
27	Tribal Council. T	he Corporation with Board approval may hire the services of outside attorneys	
28	as necessary, with	Tribal Council approval.	
29			
30		ARTICLE XIV: DURATION and DISSOLUTION	
31			
32	The Corpo	ration shall continue in perpetuity unless and until dissolved by a majority vote	
33	of Tribal Council members eligible to vote. No such action shall take effect before the expiration		
34		ne date of Tribal Council approval to dissolve. Upon dissolution of this Tribal	
	ODAWA CONSTRU	CTION CORPORATE CHARTER	

1	corporation,	its assets shall be distributed at the direction of the Tribal Council, or its designee,
2	as follows:	
3		
4	a.	Any property held upon an express condition requiring its return, transfer or other
5	dispo	osition shall be distributed accordingly;
6		
7	b.	Any property or assets required to be distributed or transferred in any manner
8	acco	rding to federal law shall be distributed or transferred accordingly;
9		
10	c.	Claims of creditors of the Tribal corporation approved by the Tribal Council shall
11	be pa	aid accordingly from the assets or funds of the corporation; and
12		
13	d.	Remaining assets shall be transferred to another Tribal corporation, to the Tribe,
14	or di	stributed or transferred as the Tribal Council directs.
15		
16		ARTICLE XV: REGISTERED AGENT
17		
18	The l	Registered Agent of the Corporation is:
19		
20		Name: Executive Director
21		Address: Odawa Construction, Inc.
22		
23		ided, the Board of Directors may change the Registered Agent by taking official
24	action and n	otifying Tribal Council and the Department of Commerce of the change.
25		
26	A	RTICLE XVI: DISTRIBUTIONS TO TRIBAL GOVERNMENT
27		
28		Board of Directors shall distribute annually fair and reasonable profits to the Tribal
29	_	beyond the amount required to maintain adequate funds in the Corporation for debt
30		maintenance and growth of business operations. The Corporation shall have no
31	power to iss	ue any shares of stocks to declare and pay any dividends.
32		
33		ARTICLE XVII: REPORTING AND AUDIT REQUIREMENTS
34		

1	The Corporation shall provide quarterly reports to Tribal Council setting out the
2	Corporation's assets, liabilities, equity, revenue and expenses in reasonable detail, and general
3	Corporate activities.
4	
5	The Corporation shall obtain an annual financial audit by an independent public
6	accountant, the results of which will be provided to Tribal council within 120 days of the end of
7	its fiscal year.
8	
9	The Corporation shall keep correct and complete books and records of account and shall
10	keep minutes of it meetings. All books and records of the corporation, except for sensitive
11	proprietary information, may be inspected by any LTBB citizen at the location where the records
12	are normally kept at any reasonable time.
13	
14	Certificate of Adoption
15	
16	As Tribal Secretary and Legislative Leader, we certify that this Charter was formally
17	adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by adoption of
18	Statute #
19	
20	Date:
21	
22	Date:
23	