

1 **LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS**
2 **TRIBAL LEASE CORPORATION**

3
4 This Corporation is hereby organized, incorporated and granted its corporate powers,
5 privileges and immunities under the laws of the Little Traverse Bay Bands of Odawa Indians as a
6 Tribally chartered corporation for the purposes set forth in Article III of this charter. The Little
7 Traverse Bay Bands of Odawa Tribal Council grants this corporate charter pursuant to its inherent
8 sovereign authority and pursuant to Part Two of Comprehensive Business Codes of the Little
9 Traverse Bay Bands of Odawa Indians, WOTC 12.114, *et seq.* This Charter creates a Tribal
10 Corporation as defined at WOTC 12.115(B) as a corporation wholly owned by the Little Traverse
11 Bay Bands of Odawa Indians and its ownership is inalienable.

12
13 **ARTICLE I: NAME**

14
15 The name of this Tribal Corporation is “Tribal Lease Corp”. The Corporation shall have
16 its principal place of business at the 7406 East Lake Street, Unit 5, Petoskey, MI 49770, or at such
17 other location within the Tribe’s territories that the Board of Directors of the Corporation shall
18 determine.

19
20 **ARTICLE II: OWNERSHIP**

21
22 The Corporation shall be one hundred percent (100%) owned and controlled by the
23 Little Traverse Bay Bands of Odawa Indians, (Tribe).

24
25 **ARTICLE III: PURPOSE**

26
27 The purpose of the corporation is to act as a rent collection company, that collects rent
28 due from the leasing of tribal land, on properties assigned or leased to the Corporation by Tribal
29 Council, and to distribute profits as established in Article XV of this Charter.

30
31 **ARTICLE IV: DEFINITIONS**

32
33
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1 For purposes of this Charter the following terms shall have the meanings respectively
2 specified:

- 3
- 4 **a.** *“Board of Directors”* shall mean the Board of Directors of the Corporation created by this
5 Charter.
- 6
- 7 **b.** *“Corporation”* shall mean the “Tribal Lease Corp”., created by this Charter.
- 8
- 9
- 10 **c.** *“Felony”* shall mean only those offenses set forth under Tribal Statute or the United States
11 Indian Major Crimes Act (18 U.S.C. § 1153).
- 12
- 13 **d.** *“Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians”* means “*areas*
14 *referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of*
15 *the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs ‘third*
16 *and fourth’ of the Treaty of 1855, 11 Stat.621.” Little Traverse Bay Bands Constitution,*
17 *Article V(A)(1)(a).*
- 18
- 19 **e.** *“Tribe”* or *“LTBB”* means the Little Traverse Bay Bands of Odawa Indians.
- 20
- 21 **f.** *“Tribal Constitution”* means the Little Traverse Bay Bands of Odawa Indians Constitution
22 as adopted by its membership on February 1, 2005.
- 23
- 24 **g.** *“Tribe Council”* means the elected body of nine Tribal members of Little Traverse Bay
25 Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. “Tribal
26 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

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- 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.
- 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 assigned or leased to it by the Tribal Council. 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

- a. The corporation shall be managed by a Board of Directors,
- b. The Board shall consist of at least three (3)..
- c. The three (3) members of the Board of Directors must be LTBB Tribal Citizens, and meet the eligibility requirements set out in subsection g. of this section.
- d. The Board of Directors shall meet at least four (4) times per year, but no more than six (6) times per year.
- e. Members of the Board of Directors shall be nominated by the Tribal Chairperson and be appointed by Tribal Council, for a set term, with the intent to have staggered terms:

(Name)	(Term)
--------	--------

Jeremy Steele	09/02/2021 to 09/02/2024
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f. Compensation

1. The board members may be compensated from the Corporation's revenues.

2. The amount of compensation will be \$1,000.00 per meeting. This amount includes compensation for all activities of the board, including attendance at Tribal Council Meetings and/or Tribal Council Committee Meetings as well as the Annual Membership meeting.

3. Board members shall adhere to travel policies, developed and approved by the board, for reimbursement of travel expenses.

g. To serve on the Board a person must meet all of the following criteria:

1. A person must be at least eighteen (18) years of age;

2. No person can serve on the Board within seven (7) years of completion of a sentence or probation upon being convicted of a felony in tribal, state or federal court, unless such conviction has been vacated or overturned.

3. To be considered, a person shall meet the following criteria:

i. Must have experience and knowledge in one of the following skills sets: business, accounting or administration.

ii. Preferably a bachelor's degree.

iii. Must possess leadership qualities, show good judgment, is approachable, and is team focused.

- 1 **h.** Vacancy shall be filled in accordance with Article VII § e of this charter. Such vacancy
2 shall be for either the remainder of the vacant term, or for new term. Such motion shall be
3 considered an amendment to this charter and attached as an addendum to this charter.
4
- 5 **i.** Board members shall not be of the same immediate family. For purposes of this section
6 immediate family means husband, wife, son, daughter, step-son, step-daughter, father,
7 step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother,
8 brother-in-law, sister, step-sister, sister-in-law, child, step-child.
9
- 10 **j.** Immediate family of an employee of the board or corporation shall not be eligible to
11 serve on the board while an immediately member is employed by the board or
12 corporation.
13
- 14 **k.** No board member may participate in making any decision that involves a personal or
15 financial interest, or an interest of his or her immediate family.
16

17 **ARTICLE VIII: CORPORATE POWERS**
18

19 The Corporation shall have the power to:
20

- 21 **a.** To lease property and improvements from the Little Traverse Bay Bands of Odawa Indians.
22
- 23 **b.** Obtain a business bank account that directly receives rent collected from Lume.
24
- 25 **c.** Receive, or otherwise obtain, financial or other information, from Lume, to calculate the
26 amount of rent due to the company.
27
- 28 **d.** Ensure the amount of rent collected each month is the amount due.
29
- 30 **e.** Charge and collect fees for delinquent payments.
31
- 32 **f.** Elect or appoint officers and agents of the corporation and define their duties.
33

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- 1 **g.** Sue and be sued but only in accordance with Article IX of this Charter.
- 2
- 3 **h.** Develop and approve travel policies for expense reimbursement.
- 4
- 5 **i.** Lease office space.
- 6
- 7 **j.** Employ staff, and at a starting wage level no higher than the Tribal Living Wage and
- 8 which may increase from zero percent (0%) to no more than four percent (4%) annually.
- 9

ARTICLE IX: SOVEREIGN IMMUNITY

- 12 **a.** The Corporation is a distinct legal entity from the Little Traverse Bay Bands of Odawa
- 13 Indians with its own assets. While the Tribe is the sole owner, the Corporation’s corporate
- 14 activities, transactions, obligations, liabilities and property are not those of the Tribe.
- 15 Nothing in this charter waives or permits the corporation to waive the Tribe's sovereign
- 16 immunity from suit.
- 17
- 18 **b.** The Corporation may effectuate limited waivers of its sovereign immunity for conducting
- 19 day-to-day business if the waivers are made in accordance with either of the following
- 20 methods:
- 21
- 22 **1.** Tribal Council may expressly authorize a limited waiver of sovereign immunity on
- 23 a case-by-case basis through a specific resolution.
- 24
- 25 **2.** The Corporation may waive its sovereign immunity pursuant to transactions or
- 26 agreements that the Tribal Corporation may execute in the course of its ordinary
- 27 business affairs.
- 28
- 29 **3.** Any waivers of sovereign immunity made pursuant to (1) or (2) above shall only
- 30 expose the assets owned or held by the Corporation and shall not subject other
- 31 Tribal assets to liability. Waivers of sovereign immunity are disfavored and shall
- 32 be granted only when necessary to secure a substantial advantage or benefit to the
- 33 Tribal Corporation. Waivers of sovereign immunity shall not be general but shall

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1 be specific and limited as to duration, grantee, transaction, property or funds, if any,
2 of the Tribal Corporation subject thereto. Neither the power to sue and be sued
3 provided in this Charter, nor any express waiver of sovereign immunity by
4 resolution of the Corporation's Board of Directors or the Tribal Council shall be
5 deemed a consent to the levy of any judgment, lien or attachment upon any property
6 of the Tribal corporation other than property specifically pledged or assigned, or
7 any property of the Tribe, or a consent to suit with respect to any land within the
8 exterior boundaries of the Reservation or consent to the alienation, attachment or
9 encumbrance of any such land.

- 10
- 11 c. Sovereign Immunity of the Tribe. All inherent sovereign rights of the Tribe as a federally
12 recognized Indian tribe with respect to the existence of the Tribal Corporation are hereby
13 expressly reserved, including sovereign immunity from suit in any state, federal or tribal
14 court. Nothing in this Charter shall be deemed or construed to be a waiver of sovereign
15 immunity from suit of the Tribe or to be a consent of the Tribe to the jurisdiction of the
16 United States or of any state with regard to the business affairs of the Tribal corporation or
17 the Tribe or any cause of action, case or controversy.

18

19 **ARTICLE X: MANAGEMENT OF CORPORATION**

20

21 The Board of Directors is empowered and directed to adopt bylaws, consistent with this
22 Charter and all applicable law.

23

24 The Bylaws for this Corporation shall include:

- 25
- 26 a. Process by which election of officer(s) and appointment of Registered Agent takes place.
27
- 28 b. Duties of the officer(s).
29
- 30 c. Policy for determining meeting dates.
31

32

33 **ARTICLE XI: INSULATION FROM SHIFTS IN TRIBAL POLITICS**

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1
2 **a.** Board members can only be involuntarily removed during their term for one or more of the
3 following reasons:

4
5 **1.** The Board member(s) intentionally or negligently took action or inaction to
6 harm the interests of the Corporation or Tribe;

7
8 **2.** The Board member(s) is convicted on any crime that could harm the
9 credibility or function of the Corporation;

10
11 **3.** The Board member(s) is convicted of a felony;

12
13 **4.** The Board member(s) failed to act in good faith, or with the care that an
14 ordinarily prudent person in a like position would exercise under similar
15 circumstances, or in a manner he or she reasonably believes to be in the best
16 interests of the Corporation.

17
18 **5.** The Board member(s) fail to meet the financial performance measures or
19 show any substantial action toward achieving such measures.

20
21 **b.** Removal of a Board member(s) for one or more of the reasons set out in subsection (a)
22 above can only be accomplished by either an affirmative vote of three-fourths ($\frac{3}{4}$) or more
23 of the Board or by majority vote of Tribal Council.

24
25 **c.** Member(s) of the Board of Directors appointed under Article III serve 3-year terms and
26 there shall be no limitation on the number of terms that may be served.

27
28 **ARTICLE XII: ATTORNEYS**

29
30 The Corporation may utilize the services of Tribal attorney(s) with prior approval by Tribal
31 Council. The Corporation, with Board approval, may hire the services of outside attorneys as
32 necessary, with Tribal Council approval.

33
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1 **ARTICLE XIII: DURATION and DISSOLUTION**

2
3 The Corporation shall continue in perpetuity unless and until dissolved by a majority vote
4 of Tribal Council members eligible to vote. No such action shall take effect before the expiration
5 of thirty (30) days from the date of Tribal Council approval to dissolve. Upon dissolution of this
6 Tribal corporation, its assets shall be distributed at the direction of the Tribal Council, or its
7 designee, as follows:

- 8
9 **a.** Any property held upon an express condition requiring its return, transfer or other
10 disposition shall be distributed accordingly;
11
12 **b.** Any property or assets required to be distributed or transferred in any manner according to
13 federal law shall be distributed or transferred accordingly;
14
15 **c.** Claims of creditors of the Tribal corporation approved by the Tribal Council shall be paid
16 accordingly from the assets or funds of the corporation; and
17
18 **d.** Remaining assets shall be transferred to another Tribal corporation, to the Tribe, or
19 distributed or transferred as the Tribal Council directs.

20
21 **ARTICLE XIV: REGISTERED AGENT**

22
23 The Registered Agent of the Corporation is:

24
25 Name: Shanna Kishigo, Executive Director
26 Address: Odawa Economic Affairs Holding, Inc.
27 406 East Lake Street, Unit 5
28 Petoskey, MI 49770
29

30 Provided, the Board of Directors may change the Registered Agent by taking official
31 action and notifying Tribal Council and the Department of Commerce of the change.
32

33 **ARTICLE XV: XV: BUDGETS, DISTRIBUTIONS TO TRIBAL GOVERNMENT**

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1 **and PROFIT ALLOCATION PLAN**

- 2
- 3 **a.** Annual operating budget shall be submitted and presented to AFC by September 30th of
- 4 each year.
- 5
- 6 **b.** The corporation may be allowed an annual operating budget of no more than \$175,000.
- 7
- 8 **c.** Tribal Council may direct Corporate assets beyond the amount required to fund the
- 9 annual operating budget of the corporation be distributed annually, with fifty percent
- 10 (50%) to Tribal Burial Board, Odawa Economic Development Management, Inc., and to
- 11 Ziibimijwang, Inc. and fifty percent (50%) held in the corporations holding account until
- 12 such time as there is either amendment or repeal of the United States Bank Secrecy Act
- 13 (“BSA”) and related banking prohibitions regarding cannabis.
- 14
- 15 **d.** In the alternative of § c. of this article, the Board of Directors is encouraged to develop a
- 16 profit allocation plan, with § c. of this article above as a strongly recommended template,
- 17 which the board shall bring to Tribal Council, to reconsider, after two (2) years, in order
- 18 for Tribal Council to re-evaluate the needs of Tribal Burial Board, Inc., to Odawa
- 19 Economic Development Management, Inc., and to Ziibimijwang, Inc., and to review
- 20 United States Bank Secrecy Act (“BSA”) and related banking prohibitions regarding
- 21 cannabis.
- 22
- 23 **e.** The Corporation shall have no power to issue any shares of stocks to declare and pay any
- 24 dividends.
- 25

26 **ARTICLE XVI: REPORTING AND AUDIT REQUIREMENTS**

27

28 The Corporation shall provide reports to Tribal Council including, but not limited to the

29 Corporation’s financial statements which consist of the Income Statement (Profit/Loss

30 Statement), the Balance Sheet, Statement of Cashflows, and Statement of Retained Earnings.

31

32 The Corporation shall obtain an annual financial audit by an independent Certified Public

33 Accountant. The results of the audit shall be provided to Tribal council within one-hundred and

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1 twenty (120) days of the end of its fiscal year.

2

3 The Corporation shall keep correct and complete books and records of account and shall
4 keep minutes of its meetings. All books and records of the corporation, except for sensitive
5 proprietary information, may be inspected by any LTBB citizen at the location where the records
6 are normally kept at any reasonable time.

7

8 The Corporation shall adhere to the requirements of WOS 2019-002, Tribally Accepted
9 Accounting Practice Statute, or as amended.

10

11

12

Certificate of Adoption

13

14 As Tribal Secretary and Legislative Leader, we certify that this Charter was formally
15 adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by adoption of
16 Statute #2018-015 on August 15, 2018 and last updated by Tribal Council motion
17 on _____.

18

19 Date: _____

Legislative Leader Emily Proctor

21 Date: _____

Tribal Secretary Marcella Reyes

23

24