

# Oneida Tribe of Indians of Wisconsin



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



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.

## BC Resolution 04-15-13-A

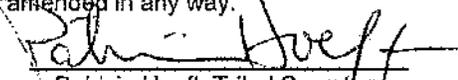
### *Temporary Amendment to Corporate Charter of Oneida Golf Enterprise to Dissolve Board of Directors and Appoint an Agent*

- 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 of America, and
- WHEREAS,** the Oneida General Tribal Council is the governing 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 created the Oneida Golf Enterprise by granting of a corporate charter by resolution # BC-01-14-09-H, which has been amended from time to time, and
- WHEREAS,** the Oneida Business Committee has appointed members to the corporate board for the purposes of directing the corporations actions in accordance with the directives of the corporate charter and the goals and vision of the Oneida Tribe of Indians of Wisconsin, and
- WHEREAS,** the Oneida Business Committee has determined that the board of directors of the corporation have not met the demands of the corporation or the Oneida Tribe of Indians of Wisconsin and temporary amendments to the corporate charter are in the best interests of the Tribe and the corporation,

**NOW THEREFORE BE IT RESOLVED,** that in accordance with Article 13 of the Corporate Charter of the Oneida Golf Enterprise, the following amendments to the attached corporate charter are implemented immediately upon adoption.

#### CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 15<sup>th</sup> day of April, 2013; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
Patricia Hoeft, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

## **CORPORATE CHARTER OF ONEIDA GOLF ENTERPRISE**

### **ARTICLE 1 - NAME**

The name of this tribally chartered corporation is Oneida Golf Enterprise, hereinafter referred to as "Corporation". The Oneida Tribe of Indians of Wisconsin, hereinafter referred to as "Oneida" or "Oneida Tribe", confers on the Corporation all of the rights, privileges, and immunities existing under federal and Oneida tribal laws.

### **ARTICLE 2 -- AUTHORITY**

The Oneida Business Committee grants this Charter based upon authority vested in it by the Oneida General Tribal Council, Oneida Tribe of Indians of Wisconsin pursuant to Article IV, Section I(g) of the Constitution and By-Laws of the Oneida Tribe of Indians of Wisconsin, and pursuant to the exercise of the sovereign rights, future and reserved, of the Oneida Tribe of Indians of Wisconsin by Article IV, Section 2 and 3, of the Constitution and By-Laws of the Oneida Tribe of Indians of Wisconsin, duly approved by the Secretary of the Interior on December 21, 1936.

### **ARTICLE 3 - DURATION**

The period of existence of the Corporation shall be perpetual until it is dissolved, pursuant to Article 12 of this Chapter.

### **ARTICLE 4 -- JURISDICTION**

The Corporation is created under and is subjected to the jurisdiction, laws, and ordinances of the Oneida Tribe. The actions hereby taken by the Oneida Business Committee and the Oneida General Tribal Council expressly reserve to the Oneida Tribe all its inherent sovereign rights as an Indian Tribe with regard to the activities of the Corporation.

### **ARTICLE 5 - REGISTERED OFFICE AND PLACE OF BUSINESS**

The principal place of business and the registered office of the Corporation shall be within the Oneida Tribe's Reservation. The registered office address of the Corporation and principal place of business is PO Box 365, Oneida Wisconsin, 54155. The Corporation may also have such other places of business as the Agent may from time to time direct, as the operations of the Corporation may require.

### **ARTICLE 6 - PURPOSES AND POWERS**

The purposes for which the Corporation is organized are:

1. The Corporation shall manage and operate a golf course, golf club, banquet facilities, restaurant, and other such activities connected with what is formerly known as the Thornberry Creek Golf Course.
2. The golf course and connected facilities shall be maintained and operated in conformity to and in coordination with the economic development policies and plans of the Oneida Tribe as adopted by the Oneida Business Committee.
3. To operate and assist in the development and possible expansion of the golf course and all connected activities, including future financing, construction and contracting.
4. To do any and all activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of a successful and sustainable golf course and connected facilities. These activities may be done directly, indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons

- or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies.
5. To purchase, take, receive, lease, solicit, take by gift, devise or bequest, or otherwise acquire, own, improve, use and otherwise deal in and with money, securities, real and personal property, rights and services of any kind and description, or any interest therein. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
  6. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, provided that title to all trust or restricted real property of the Oneida Tribe shall be and remain in its trust or restricted status. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
  7. To borrow money and make, accept, endorse, execute and issue bonds, debentures, promissory notes, guarantees, and other obligations of the Corporation for monies borrowed, or in payment for property acquired or for any such obligations be secured interest, mortgage, pledge deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment, of or agreement in regard to all or any part of the property, rights or privileges of the Corporation.
  8. To buy, own, sell, assign, mortgage or lease any interest in real or personal property for such periods as may be authorized by law and to hold, manage, mortgage and sublease the same. Real property transactions within the reservation boundaries of the Oneida Tribe may only be made with the consent of, and in cooperation with the Oneida Land Commission in accordance with Oneida laws.
  9. To enter into, make, perform and carry out contracts, including contracts of employment, and to receive financial assistance from any governmental or private source and to expend its funds in furtherance of its purposes.
  10. To borrow money and to issue evidence of indebtedness in furtherance of the purposes of the Corporation and to secure the same by mortgage, pledge or other lien upon the property of the Corporation.
  11. To purchase, receive, subscribe for, otherwise acquire, own, hold, vote, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with shares or other interests, or obligations of, any other entity.
  12. To select, elect, appoint or otherwise hire officers, agents or employees of the Corporation and define their duties and fix their compensation.
  13. To amend and alter By-Laws, not inconsistent with this Charter, for the administration and regulation of the affairs of the Corporation, subject to being approved by the Oneida Business Committee.
  14. To sue and be sued in its Corporate name to the extent allowed by law provided, however, this provision does not constitute a waiver of sovereign immunity enjoyed by the Corporation. The Corporation is hereby authorized by action of the Board of Directors to waive immunity from suit. Any recovery against the Corporation shall be limited to the assets of the Corporation and neither the Oneida Tribe, nor any of its property, shall be liable for the debts or obligations of the Corporation.
  15. To establish and maintain such bank accounts as necessary for the operation of the Corporation.
  16. The purposes specified herein shall be construed as both purposes and powers.

#### **ARTICLE 7 - CONTROL OF OPERATION**

1. The business, affairs, and property of the Corporation shall be managed by an Agent appointed by the Oneida Business Committee to serve until such time as permanent amendments to the Corporate Charter are adopted.

2. The Agent shall be responsible for the development, custody, management, and operation of the golf course and all associated activities, for the establishment and maintenance of effective operating policies, for the selection of the President of the Corporation, if such position is deemed necessary, and for the usual and ordinary duties of oversight of performance, direction, and advice to management traditionally performed by Board of Directors.
3. The Agent be removed, with or without cause, by the Oneida Business Committee by a vote of the majority of the members of the Oneida Business Committee present and voting at any duly called and held meeting of the Oneida Business Committee.
4. Compensation of the Board of Directors shall be determined by the Oneida Business Committee.
5. The Agent shall assess the property and report on recommendations within 30 days to the Oneida Business Committee and the Chief Financial Officer of the Tribe.

#### **ARTICLE 8 - ASSETS**

Subject to the legal and contractual rights of others, including the Oneida Tribe, the Corporation shall have as its corporate assets and the authority to acquire, manage, own, use, pledge, encumber, and assign the following:

1. All corporate properties of real or personal nature subject to any conditions set out in an Oneida Tribal resolution authorizing the transfer of such properties to the Corporation
2. All funds which the Corporation may acquire by grant, loan, gift or other means.
3. All interests in real and personal property whether of a tangible or intangible nature, the Corporation may acquire by grant, gift, loan, purchase, lease or other means.
4. All earnings, interest, dividends, accumulations, contract rights, claims, and other proceeds arising from any listed assets.

#### **ARTICLE 9 - INDEMNIFICATION OF AGENT AND OFFICERS**

The Corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding either civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, agent or employee acting on behalf of the Corporation against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding to the extent that such person is not otherwise indemnified.

#### **ARTICLE 10 - PAYMENTS TO TRIBE**

This Charter is granted upon the condition that profits of the Corporation shall be distributed to the Oneida Tribe in the following manner:

1. The Corporation will, as soon as practical, make a determination of the net profits or income of the Corporation for each fiscal year. Net income will be based upon generally accepted accounting principles
2. The Corporation will remit to the Oneida Tribe seventy-five percent (75%) of net income after establishment of a reserve for debt services or operating expenses. The Corporation may reserve in its accounts debt services and working capital expenses equaling six month's need.
3. Excess profits will then be paid to the Oneida Tribe on an annual basis.

#### **ARTICLE 11 – REPORTS**

The Agent shall file reports with the Oneida Business Committee and General Tribal Council in accordance with this Article. Reports shall be prepared at least annually to coincide with the annual meeting of General Tribal Council, with other reports quarterly to the Oneida Business

Committee or as required by the Business Committee as the shareholder/member of the corporation.

The Agent shall meet with the Chief Financial Officer of the Oneida Tribe on a weekly basis to report on the activities of the Corporation and steps taken regarding engagement of a company to provide management services.

#### Section 1: Narrative Report

- (A) Definition: Narrative report is defined generally as contextual and non-financial information reported with financial information in order to provide understanding of the corporation's business done, market position, strategies, performance and future expectations. The Narrative report should include topics and information covering four broad categories of information, including 1) Market overview; 2) Strategy and Structure of the Corporation; 3) Management of value of the Corporation; and 4) Performance of the Corporation over the reporting period.
- (B) Components of Report: Narrative reports should include, but are not limited to, at a minimum, the following components in a comprehensive means for easy distribution and understanding:
- a. Explanation of the core of the Corporation's business practices and market overview.
  - b. Explanation of the Corporation's current place within the market.
  - c. Explanation of the outlines of strategies by the Corporation for improved value in the market.
  - d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market.
  - f. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period.
  - g. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same.
  - h. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies.
  - i. Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given present status, strategies and risks.
  - j. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e. organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.).
  - k. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.
  - l. Summary and status update of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.
- (C) Report Due Date: Narrative reports are due in time for the annual meeting of General Tribal Council generally held in July of each year, meaning it should be submitted no later than May 31st of each year unless GTC changes its meeting date or some other date is issued by the Business Committee.
- (D) Narrative Report Access: The Narrative report is one submitted to the Business Committee and General Tribal Council of the Oneida Tribe. It is considered a public report and shall be made available to the public through the office of the Secretary and/or the Oneida website or other available means.

#### Section 2: Financial Report

- (A) Financial Report Defined: The Financial report is the formal record of the financial activities of the Corporation. Such statements shall be presented in a structured and understandable manner consistent with Generally Accepted Accounting Principles (GAAP).
- (B) Financial Report Content: the Financial report shall include information in the following broad categories including but not limited to: 1) an executive summary or broad overview;

- 2) a balance sheet of the Corporation's financial position listing assets and liabilities; 3) income statement reporting the income, expenses and general profit over the reporting period; 4) statement of retained earnings; and 5) statement of cash flow.
- (C) Financial Report Due: Financial Reports are due quarterly to the Oneida Business Committee with copies to the Oneida Treasurer and Chair of the Oneida Audit Committee and as otherwise demanded by the Oneida Business Committee as the representative owner of the Corporation.
  - (D) Financial Reports are subject to an annual audit by auditors from the Oneida Tribe or by third party auditors as hired by the Oneida Tribe at the Corporation's expense detailing the fairness and accuracy of the financial reports. The audit reports shall be submitted as attachments to the financial reports as they are done and completed with each applicable reporting period.
  - (E) Financial Report Access: Financial reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Financial reports are accessible only to those authorized officers, officials and personnel of the Oneida Tribe of Indians of Wisconsin with a legal or legitimate need to know such report information. They may be disclosed with permission of the Agent and/or the Owner for economic solicitation purposes or as demanded by the Owner.

Section 3: Disclosure Report

- (A) Disclosure Report Defined: Disclosure reports financial and familial relationships and connections between the Corporation and other entities, as well as the Agent and key management personnel. Any financial or legal relationship, ownership interest, or any blood kinship within the Corporation and its financial practices or partnerships shall be detailed in a structured and easy to understand format.
- (B) Disclosure Report Content: The Disclosure report shall include, but not be limited to, the following detailed information:
  - a. Names of the Agent, time in the position, and date when position shall be up for renewal or replacement (if applicable).
  - b. Names and title of all of the Corporation's key management personnel, with length of service in that position, and if under contract, when that position is up for renewal or expiration of the contract term.
  - c. Summary of any financial or familial relationship between any of the people in part a. or part b. in this Section, as well as any relationship, financial or familial with any current member of the Oneida Business Committee or any member of any regulatory body within Oneida such as a board committee or commission charged with regulating the Corporation's industry or activities.
  - d. Names of any other person, whether it be a business in any legal form or an individual, doing business with the Corporation for purposes of mutual enterprise (i.e. including but not limited to: joint ventures; membership in an LLC together; acquisition as a subsidiary; partnership).
  - e. Summary of the financial transactions or relationship between those listed in d. above in this Section and the Corporation, including the purpose of the mutual enterprise, legal relationship, or other connection between the Corporation, its Board or its key management personnel and this other named entity or person
- (C) Disclosure Report Due: An annual report to the Oneida Business Committee is due concurrently with the narrative report, as well as whenever there is a change to the Corporation's Board membership, turnover to key management personnel, or a business venture creating a new partnership, LLC, subsidiary, or any other legal entity connected to the Corporation for any purpose.
- (D) Disclosure Report Access: Disclosure reports are proprietary and considered confidential information owned by the Oneida Tribe of Indians of Wisconsin, to be retained by the Secretary's office. Disclosure reports are submitted to the Oneida Business Committee and accessible only to those authorized officers, officials and personnel of the Oneida