



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
BUSINESS COMMITTEE**



**P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040**



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.

RESOLUTION # 10-30-08-A

Resolution Adopting Consent Agreement Regarding Zoning Authority and Zoning Jurisdiction for Thornberry Creek Golf Course and Granting Limited Waiver of Sovereign Immunity

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin (hereinafter "Tribe") is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Tribe; and
- WHEREAS,** the Oneida General Tribal Council has delegated the authorities of Article IV of the Oneida Tribal Constitution to the Oneida Business Committee; and
- WHEREAS,** the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, and encompasses approximately 65,400 acres; and
- WHEREAS,** the Tribe and individual tribal members hold fee title to land within the exterior boundaries of the Oneida Reservation (hereinafter "Tribal Fee Lands") and the United States holds lands in trust for the benefit of the Tribe and for individual tribal members (hereinafter "Tribal Trust Lands"); and
- WHEREAS,** the Tribe has adopted ordinances, policies and procedures governing zoning of Tribal Fee Lands and Tribal Trust Lands; and
- WHEREAS,** Thornberry Creek Golf Course and related properties (hereinafter "Property") is located within the exterior boundaries of the Oneida Reservation and within the Village of Hobart; and
- WHEREAS,** Thornberry Creek Golf Course, LLC (hereinafter "TCGC"), the owner of the Property, has filed for bankruptcy under federal law, and the Tribe has the opportunity to purchase the Property pursuant to an Asset Purchase Agreement between the Tribe and TCGC (hereinafter "Asset Purchase Agreement"); and

WHEREAS, portions of the Property are currently subject to certain restrictive covenants recorded as Document Number 2179285 in the Office of the Brown County Register of Deeds (hereinafter “Restrictive Covenants”) which require the Village of Hobart’s consent for any sale or transfer of the Property which would remove the Property from the tax rolls or remove the Property from the Village of Hobart’s zoning authority and zoning jurisdiction; and

WHEREAS, the Asset Purchase Agreement required TCGC to remove the Restrictive Covenants; and

WHEREAS, in adversary proceedings between TCGC, Baylake Bank and the Village of Hobart, the District Court for the Eastern District of Wisconsin determined the Restrictive Covenants were valid and enforceable; and

WHEREAS, the Tribe and TCGC entered into a Second Amendment of the Asset Purchase Agreement, which does not require removal of the Restrictive Covenants; and

WHEREAS, the Village of Hobart has objected to the proposed transfer of the Property to the Tribe in part because the transfer would remove the Property from the Village of Hobart’s zoning authority and zoning jurisdiction; and

WHEREAS, the Restrictive Covenants require the Village of Hobart to waive the restriction on transfer related to the Village of Hobart’s zoning authority and zoning jurisdiction “upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the whereby [sic] the zoning authority and/or jurisdiction of the Village”; and

WHEREAS, the Oneida Business Committee believes that the acquisition of the Property remains in the best interests of the Tribe.

NOW THEREFORE BE IT RESOLVED, with respect to only those portions of the Property subject to the Restrictive Covenants, and only for so long as those Restrictive Covenants remain in place, the Oneida Business Committee agrees to comply with and be subject to the Village of Hobart’s zoning authority and zoning jurisdiction as set forth in duly adopted Village of Hobart zoning Ordinances; and


NOW THEREFORE BE IT FURTHER RESOLVED, with respect to only those portions of the Property subject to the Restrictive Covenants, and only for so long as those Restrictive Covenants remain in place, the Oneida Business Committee hereby grants a limited waiver of sovereign immunity in favor of the Village of Hobart to permit the Village of Hobart to enforce its duly adopted zoning ordinances against the Tribe; and

NOW THEREFORE BE IT FURTHER RESOLVED, prior to such time as the Restrictive Covenants may be removed from the Property, the Tribe will not, without the consent of the Village of Hobart, revoke either the Tribe's consent to be subject to the Village of Hobart's zoning authority and zoning jurisdiction, or the Tribe's limited waiver of sovereign immunity to allow the Village of Hobart to enforce its duly adopted zoning ordinances against the Tribe, with respect to, but only with respect to, the portion of the Property subject to the Restrictive Covenants; and

NOW THEREFORE BE IT FINALLY RESOLVED, the Oneida Business Committee Chairman is hereby authorized to execute and deliver a unilateral agreement that complies with this resolution.

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. 6 members were present at a meeting duly called, noticed and held on the 30th day of October, 2008; that the foregoing resolution was duly adopted at such meeting by a vote of 4 members for; 0 members against, and 1 member voted to abstain; and that said resolution has not been rescinded or amended in any way.


Patricia Hoelt, Tribal Secretary
Oneida Business Committee

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