Codification:	§5-1-19-0-0-0-1
Title:	Resolution Approving Minutes from April 25, 2019 ZNB Council Fourth Regular Meeting
Effective Date:	April 25, 2019
Authority for Passage:	ZEDE Village of North Bay ("ZNB") Charter and Bylaws, as amended, §1-3-1-0-0-0-3.09(11)

OPERATIVE TEXT OF ZNB RULE/ACTION:

RESOLVED that the ZNB Council and Technical Secretary hereby approve the attached minutes of the Fourth Regular Meeting of the Technical Secretary and Council of the ZEDE Village of North Bay, Republic of Honduras.

ROLL CALL OF VOTES:

1.	**Approving Passage?**	**Yes**	☑
		No	
		Abstain	
By: Erick A. Brimen (May 23, 2019)		**Absent**	
		Open Seat	
Name: Erick A. Brimen	**Title:** council member		
Caveat(s) to Vote:			

2.	**Approving Passage?**	**Yes**	☑
		No	
		Abstain	
By: Titus Gebel (May 16, 2019)		**Absent**	
		Open Seat	
Name: Titus Gebel	**Title:** CLO		
Caveat(s) to Vote:			

3.	**Approving Passage?**	**Yes**	☑
		No	
		Abstain	
By: O. W. Porter (May 16, 2019)		**Absent**	
		Open Seat	
Name: O. W. Porter	**Title:** council member		
Caveat(s) to Vote:			

4.	**Approving Passage?**	**Yes**	☑
		No	
		Abstain	
By: Rodrigo Quercia (May 17, 2019)		**Absent**	
		Open Seat	
Name: Rodrigo Quercia	**Title:** Council Member		
Caveat(s) to Vote:			

5.	**Approving Passage?**	**Yes**	☑

By:		No	
		Abstain	
		Absent	
		Open Seat	
Name: Tristan Monterroso	**Title:** Council Member		
Caveat(s) to Vote:			
6.	**Approving Passage?**	**Yes**	☑
By: Gabriel Delgado Ayau (May 17, 2019)		No	
		Abstain	
		Absent	
		Open Seat	
Name: Gabriel Delgado Ayau	**Title:** Council Member		
Caveat(s) to Vote:			
7.	**Approving Passage?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		Open Seat	☑
Name:	**Title:**		
Caveat(s) to Vote:			
8.	**Approving Passage?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		Open Seat	☑
Name:	**Title:**		
Caveat(s) to Vote:			
9.	**Approving Passage?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		Open Seat	☑
Name:	**Title:**		
Caveat(s) to Vote:			

Technical Secretary Action		
ZNB Rule/Action Adopted?	**Yes**	☑
	No	
By: 		
Name: Tristan Monterroso	**Title:** Council Member	
Caveat(s) to Adoption:		
Council Secretary Certification		
Is this record certified as evidencing the official act of the ZNB and duly noted in its public records?	**Yes**	☑
	No	
By: Erick A. Brimen Erick A. Brimen (May 23, 2019)		
Name: Erick A. Brimen	**Title:** council member	
Caveat(s) to Certification:		

Codificación:	§5-1-18-0-0-0-1
Título:	Resolución por la que se aprueban las actas de la cuarta reunión ordinaria del Consejo del ZNB del 25 de abril de 2019
Fecha de entrada en vigor:	25 de abril de 2019
Autoridad de paso:	Carta y Estatutos de ZEDE Village of North Bay ("ZNB"), como enmendado, §1-3-1-0-0-0-0-3.09(11)

TEXTO OPERATIVO DE LA REGLA/ACCIÓN ZNB:

RESUELVE que el Consejo de la ZNB y el Secretario Técnico aprueben por la presente el documento adjunto
actas de la Cuarta Reunión Ordinaria de la Secretaría Técnica y del Consejo de la ZEDE Pueblo de North Bay, República de Honduras.

VOTACIÓN NOMINAL:

1.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
2.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
3.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			

4.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia. **Por:**		**No**	
		Abstenerse	
		Ausente	
		Asiento abierto	
Nombre:	**Título:**		
Advertencia(s) para votar:			
5.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia. **Por:**		**No**	
		Abstenerse	
		Ausente	
		Asiento abierto	
Nombre:	**Título:**		
Advertencia(s) para votar:			
6.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Los votos que figuran en la traducción al inglés se incorporan aquí como referencia. **Por:**		**No**	
		Abstenerse	
		Ausente	
		Asiento abierto	
Nombre:	**Título:**		
Advertencia(s) para votar:			
7.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Por:		**No**	
		Abstenerse	
		Ausente	
		Asiento abierto	☑
Nombre:	**Título:**		
Advertencia(s) para votar:			
8.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
		No	
		Abstenerse	
		Ausente	

Por:		**Asiento abierto**	☑
Nombre:	**Título:**		
Advertencia(s) para votar:			
9.	**¿Aprobación de Aprobación de Pasaje?**	**Sí**	
Por:		**No**	
		Abstenerse	
		Ausente	
		Asiento abierto	☑
Nombre:	**Título:**		
Advertencia(s) para votar:			

Acción de la Secretaría Técnica		
Regla/acción de ZNB ¿Adoptada?	**Sí**	☑
	No	
Por:		
Nombre: Tristan Monterroso	**Título:** Council Member	
Advertencia(s) a la adopción:		
Certificación del Secretario del Consejo		
¿Este registro está certificado como prueba del acto oficial de la ZNB y debidamente anotado en sus registros públicos?	**Sí**	☑
	No	
Por: Erick A. Brimen Erick A. Brimen (May 23, 2019)		
Nombre: Erick A. Brimen	**Título:** council member	
Advertencia(s) a la Certificación:		

ZEDE VILLAGE OF NORTH BAY
REGULAR COUNCIL MEETING
LONG FORM MINUTES

Nature of Meeting:	4th Regular Meeting of the Technical Secretary and Council of the ZEDE Village of North Bay, Republic of Honduras
Date of Meeting:	April 25, 2019
Time of Meeting:	7:30 a.m. Roatan Time (9:30 a.m. Eastern Time U.S.)
Identities of All Attendees:	Technical Secretary Tristan M. Monterroso Council Members Erick A. Brimen, Titus Gebel, Oliver Porter, Gabriel Delgado Ayau, and Rodrigo Quercia Legal Advisor: Nick Dranias, General Counsel, SDEH Interim ZNB Trustee: Nick Dranias, Nick Dranias Law & Policy Analysis LLC
Address or Virtual Location of Meeting:	Via ZOOM contemporaneous electronic communication between and among Technical Secretary and Council Members.
Agenda:	1. Five Minutes of Open Discussion. 2. Call to Order. 3. Request for Agenda Additions. 4. Consideration of: a. Resolution to Approve Minutes from 4-11-19 Meeting. b. Resolution to Approve Hearing Procedure for Substantive Rules c. Enactment of ZNB Statute of Limitations i. Executive Summary included d. Adoption of Amended and Restated Charter and Bylaws i. Executive Summary included e. Initial Presentation of GSP RFP i. Executive Summary included. f. Continuation of Deliberations concerning Draft ZNB Tax Code i. Executive Summary previously distributed and included with minutes from 4-11-19.

Meeting called to order by Technical Secretary Tristan M. Monterroso under the August 23, 2018 Charter and Bylaws of the ZEDE Village of North Bay, as amended, with a quorum being present at all times, and without objection by all attendees.

1. Motion to approve April 11, 2019 Regular Meeting Minutes.

Motion: Erick Brimen
Second: Oliver Porter
Vote:

Aye:	6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
Nay:	0
Abstain/Absent:	(3 – open seats)
Disposition:	PASSED (Adobe Sign resolution to issue)

2. Motion to approve resolution to establish a Hearing Procedure for Substantive Rules.

Motion: Erick Brimen
Second: Oliver Porter
Vote:

Aye:	6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
Nay:	0
Abstain/Absent:	(3 – open seats)
Disposition:	PASSED (Adobe Sign resolution to issue)

Discussion: Member Brimen requested explanation of procedure from Dranias who discussed international practices.

3. Motion to approve enactment of ZNB Statute of Limitations.

Motion: Erick Brimen
Second: Gabe Delgado
Vote:

Aye:	6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
Nay:	0
Abstain/Absent:	(3 – open seats)
Disposition:	PASSED

Discussion: Member Brimen requested explanation of legislation from Dranias who discussed international practices and information in executive summary. Member Gebel explained differences from European statutes of limitation. Member Delgado inquired as to whether fee shifting law should be appended to limitations law. Dranias explained policy issues regarding fee shifting law. Member Gebel explained policy issues regarding fee shifting law. Member Porter asked for discussion to be focused on existing proposed law.

4. Discussion on initial presentation of Amended and Restated Charter (conducted under approved Hearing Procedure).

Discussion: Member Brimen requested explanation of legislation from Dranias who discussed international practices and information in executive summary. Member Porter suggested all desired changes be consolidated into draft legislation. Member Delgado asked to confirm that Hearing Procedure applied. Member Brimen suggested amending to extend organizational period to the longer of 30 years from 7 years in article 1.02(k). Member Brimen suggested amending to strike "during the organizational period" in articles 3.11(3), 3.15(2) and 6.03(1). Member Brimen suggested retaining "Village of North Bay" as a permissible alternative legal name for the ZNB. Member Brimen suggested amending article 5.01(b) to clarify that Technical Secretary must administer all of his financial obligations through the trust. Member Brimen requested discussion of conflict of interest resolution language. Dranias recommended requirement of conflicted members deferring to commercial reasonableness determination of outside expert selected by Council to resolve conflicts of interest. Brimen requested conflict resolution procedure to guard against bad faith effort by unconflicted council members to negate authority of council members who are affiliated with organizer and promoter. Member Gebel stressed both the importance of conforming conflict procedure to reality and best practices recognized in corporate and government settings. Member Brimen suggested striking "is retained by the Council" from article 3.09(11)(5) to allow for more flexibility in conflict resolution.

5. Draft GSP RFP and related executive summary as well as ZNB Tax Code tabled to agenda for May 9, 2019 (5th Regular Council Meeting).

6. Meeting adjourned by Technical Secretary Tristan M. Monterroso.

The foregoing minutes are a true and accurate record of proceedings before the Council of the ZEDE Village of North Bay at the aforesaid meeting, and I further certify the same for the public record after approval at the next meeting of the Council.

Erick A. Brimen
Erick A. Brimen (May 23, 2019)

May 23, 2019

Erick A. Brimen, Secretary Date

PUEBLO DE ZEDE EN EL NORTE DE LA BAHÍA
SESIÓN ORDINARIA DEL CONSEJO
MINUTAS DE FORMULARIOS LARGOS

Naturaleza de la reunión:	4ª Reunión Ordinaria de la Secretaría Técnica y del Consejo de la Aldea ZEDE de North Bay, República de Honduras
Fecha de la reunión:	25 de abril de 2019
Hora de la reunión:	7:30 a.m. Hora de Roatán (9:30 a.m. Hora del Este de EE.UU.)
Identidades de todos los asistentes:	Secretario Técnico Tristán M. Monterroso Miembros del Consejo Erick A. Brimen, Titus Gebel, Oliver Porter, Gabriel Delgado Ayau y Rodrigo Quercia Asesora Jurídica: Nick Dranias, Consejero General, SDEH Síndico interino de la ZNB: Nick Dranias, Nick Dranias Law & Policy Analysis LLC
Dirección o lugar virtual de la reunión:	A través de la comunicación electrónica contemporánea de ZOOM entre la Secretaría Técnica y los miembros del Consejo.
Agenda:	1. Cinco minutos de discusión abierta. 2. Llame al orden. 3. Solicitud de adiciones al orden del día. 4. Consideración de: a. Resolución para Aprobar las Actas de la Reunión 4-11-19. b. Resolución para aprobar el procedimiento de audiencia de las reglas sustantivas c. Promulgación del Estatuto de Limitaciones del ZNB i. El resumen ejecutivo incluye d. Adopción de los Estatutos y Reglamentos enmendados y reformulados i. El resumen ejecutivo incluye e. Presentación inicial de la solicitud de propuestas del SGP i. Se incluye un resumen ejecutivo. f. Continuación de las deliberaciones sobre el proyecto de código fiscal del ZNB

	i. Resumen Ejecutivo previamente distribuido e incluido con las actas del 4-11-19.

Reunión convocada por el Secretario Técnico Tristan M. Monterroso bajo los Estatutos y Reglamentos del 23 de agosto de 2018 de la Aldea ZEDE de North Bay, según enmendados, con un quórum presente en todo momento, y sin objeción por parte de todos los asistentes.

1. Moción para aprobar las Actas de la Reunión Ordinaria del 11 de abril de 2019.

Movimiento: Erick Brimen
Segundo: Oliver Porter
Votar:
Sí: 6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
No: 0
Abstención/Ausencia: (3 - asientos libres)
Disposición: PASSED (Resolución de la firma de Adobe para emitir)

2. Propuesta para aprobar la resolución que establece un Procedimiento de Audiencia para las Reglas Sustantivas.

Movimiento: Erick Brimen
Segundo: Oliver Porter
Votar:
Sí: 6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
No: 0
Abstención/Ausencia: (3 - asientos libres)
Disposición: PASSED (Resolución de la firma de Adobe para emitir)

Discusión: El miembro Brimen solicitó una explicación del procedimiento a Dranias, quien habló de las prácticas internacionales.

3. Moción para aprobar la promulgación del Estatuto de Limitaciones del ZNB.

Movimiento: Erick Brimen

Segundo: Gabe Delgado
Votar:

Sí:	6 - Monterosso, Brimen, Gebel, Porter, Delgado, Quercia.
No:	0
Abstención/Ausencia:	(3 - asientos libres)
Disposición:	APROBADO

Discusión: El Miembro Brimen solicitó una explicación de la legislación a Dranias, quien discutió las prácticas internacionales y la información en un resumen ejecutivo. El miembro Gebel explicó las diferencias con los estatutos europeos de prescripción. El miembro Delgado preguntó si la ley de cambio de tarifas debería ser anexada a la ley de limitaciones. Dranias explicó las cuestiones de política relacionadas con la ley de cambio de tarifas. El miembro Gebel explicó las cuestiones de política relacionadas con la ley de cambio de tarifas. El miembro Porter pidió que la discusión se centre en la propuesta de ley existente.

4. Discusión sobre la presentación inicial del Acta Fundacional Enmendada y Reformulada (realizada bajo el Procedimiento de Audiencia aprobado).

Discusión: El Miembro Brimen solicitó una explicación de la legislación a Dranias, quien discutió las prácticas internacionales y la información en un resumen ejecutivo. El miembro Porter sugirió que todos los cambios deseados se consoliden en un proyecto de ley. La diputada Delgado pidió que se confirmara que se aplicaba el procedimiento de audiencia. El Miembro Brimen sugirió que se enmendara para extender el período de organización a 30 años, a partir de 7 años en el artículo 1.02(k). El Miembro Brimen sugirió que se enmendara la huelga "durante el período de organización" en los artículos 3.11(3), 3.15(2) y 6.03(1). El miembro Brimen sugirió retener "Village of North Bay" como un nombre legal alternativo permisible para el ZNB. El Miembro Brimen sugirió enmendar el artículo 5.01(b) para aclarar que el Secretario Técnico debe administrar todas sus obligaciones financieras a través del fideicomiso. El Miembro Brimen solicitó que se discutiera el lenguaje de la resolución de conflictos de interés. Dranias recomendó que se exigiera a los miembros en conflicto que se remitieran a la determinación del carácter comercial razonable de los expertos externos seleccionados por el Consejo para resolver los conflictos de intereses. Brimen solicitó un procedimiento de resolución de conflictos para protegerse de los esfuerzos de mala fe de los miembros no conflictivos del consejo para negar la autoridad de los miembros del consejo que están afiliados con el organizador y promotor. El miembro Gebel destacó tanto la importancia de adaptar el procedimiento de conflicto a la realidad como la naturaleza única de las mejores prácticas reconocidas en el ámbito empresarial y gubernamental. El Miembro Brimen sugirió que la huelga "es retenida por el Consejo" del artículo 3.09(11)(5) para permitir una mayor flexibilidad en la resolución de conflictos.

5. El borrador del RFP del GSP y el resumen ejecutivo relacionado, así como el Código Tributario del ZNB presentado en la agenda para el 9 de mayo de 2019 (5ª Reunión del Consejo Regular).

6. La reunión fue clausurada por el Secretario Técnico Tristán M. Monterroso.

Las actas anteriores son un registro verdadero y preciso de las actuaciones ante el Consejo de la Aldea ZEDE de North Bay en la reunión mencionada, y certifico además que las mismas se harán públicas tras su aprobación en la siguiente reunión del Consejo.

Erick A. Brimen
Erick A. Brimen (May 23, 2019)

May 23, 2019

Erick A. Brimen, Secretario Fecha

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Article I: Title and definitions

1.01 Title

This legislation may be cited as the *Charter and Bylaws of the Village of North Bay*.

1.02 Definitions

In this Charter and Bylaws the following terms have the following meanings:

(a) "applicable law" means those laws that apply in the Village of North Bay, including:

(i) laws applicable to ZEDEs as defined in article 329 of the Constitution of the Republic, and articles 8 and 41 of ZEDE Organic Law;

(ii) this Charter and Bylaws and the statutes, regulations, ordinances and resolutions adopted by the Village of North Bay in strict accordance with this Charter and Bylaws;

(iii) contracts, including agreements of coexistence and legal stability agreements, formed by the Village of North Bay; and

(iv) binding decisions of judges or arbitrators with jurisdiction over the matter in question.

(b) "CAMP" means Comité para la Adopción de Mejores Prácticas as mentioned in the ZEDE Organic Law.

(c) "Charter and Bylaws" means this Amended and Restated Charter and Bylaws of the Village of North Bay except where express reference to the original August 23, 2018 Charter and Bylaws is made.

(d) "Council" means the Council of the Village of North Bay established under this Charter and Bylaws.

(e) “days” means consecutive calendar days, unless otherwise specified. When this Charter and Bylaws requires an act to be performed within a certain number of days, the period shall extend to the next business day if the last day to perform the act falls on a weekend or holiday in the Village of North Bay.

(f) “eligible council member” means a council member who is entitled to vote under section 3.02 (Composition of Council) and who does not have an unresolved conflict of interest and is not otherwise prohibited by law from voting.

(g) “General Service Provider” means an entity appointed in accordance with Article VII to provide delegated services in the Village of North Bay.

(h) “high population density” means when the average population density of the area within the Village of North Bay exceeds low population density.

(i) “landowners” means natural or legal persons who have fee title to at least one square meter of land within the Village of North Bay, and whose title is recorded in the Village of North Bay register.

(j) “low population density” means when the average population density of the area within the Village of North Bay is below the average for rural areas in Honduras. At the time of original enactment of this Charter and Bylaws, low population density exists when there are fewer than 35 permanent inhabitants per square kilometer on average, as certified by the Instituto Nacional de Estadística Opinion of 31 August 2015.

(k) “Promoter and Organizer” means the party that initially applied for ZEDE status for land within the boundaries of the Village of North Bay and registered the boundaries with CAMP and is therefore entitled to all rights and duties conferred under the Decree No. 120-2013. It is herein recognized that Sociedad Para el Desarrollo Socioeconómico de Honduras, LLC, a Delaware, USA company, (“SDEH”) is the sole Promoter and Organizer of the Village of North Bay.

(l) “Republic of Honduras” means the State of Honduras including all branches, all departments, and all levels of government.

(m) “residents” means, unless otherwise specified, both natural and legal persons who are registered as residents in the Village of North Bay Personal Registry (11.06 (1) (b and c)) and have a valid, unterminated Agreement of Coexistence.

(n) “urban population density” means when the average population density of the Village of North Bay is above 8,000 natural person residents per square kilometer.

(o) “ZEDE” means Zonas de Empleo y Desarrollo Económico as defined in article 329 of the Constitution of the Republic.

(p) “ZEDE Organic Law” means Decreto No. 120-2013.

~~(p)~~(q) The legal names of the Village of North Bay include the “ZEDE Village of North Bay,” the “ZEDE of North Bay” and the “ZNB,” any of which may be utilized to identify and legally bind the Village of North Bay, and all of which shall be deemed to relate to the same special regime zone governed under this Charter and Bylaws.

Article II: Incorporation and powers

2.01 Incorporation of the ZEDE Village of North Bay

(1) ~~The Village of North Bay~~Effective December 29, 2017, the Village of North Bay ~~is hereby~~was incorporated and established as a special~~-~~ regime zone in the form of a ZEDE~~. under the name "Village of North Bay".~~

(2) The Village of North Bay has perpetual succession.

(3) The Village of North Bay possesses all the rights, privileges, and duties of a ZEDE in the Republic of Honduras and has its own legal personality in the nature of a municipal corporation with special regime zone status under the ZEDE Organic Law.

(4) The boundaries of the Village of North Bay shall encompass all of the real property incorporated into it within the special ZEDE registry according to Art 26 of the ZEDE Organic Law administered by the CAMP, provided that any property incorporated into the Village of North Bay on or after June 1, 2019 shall require the prior approval by resolution of the ZEDE of North Bay Council and Technical Secretary~~are described in Appendix A~~.

(5) The boundaries of the Village of North Bay may ~~be modified from time to time as necessary~~~~may~~ be published by resolution in the form of an official map from time to time.

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2.02 Composition of the Village of North Bay

The Village of North Bay shall consist of:

(a) The Technical Secretary

(b) the Village of North Bay Council of which the Technical Secretary shall be a member; and

(c) such other personnel and departments as determined by the Council.

2.03 Purpose of the Village of North Bay

The purpose of the Village of North Bay is to promote human flourishing by protecting the individual rights of life, liberty, and property; furthermore, facilitating Honduras' integration into world markets, attracting domestic and foreign investment, creating jobs, and allowing a sustained improvement of the living conditions of its residents.

2.04 Powers of the Village of North Bay

The Village of North Bay has the following powers, subject to the restrictions in this Charter and Bylaws and any other applicable laws:

(a) to use a corporate seal;

(b) to sue and be sued;

(c) to form agreements in the form of contracts or other instruments with public or private parties;

(d) to acquire, develop, maintain, operate, or sell property in the same way as a corporation operating under applicable laws within the boundaries of the Village of North Bay;

(e) to create experimental zones with rules that differ from the rest of the Village of North Bay within its own jurisdiction with the prior consent of CAMP;

(f) to give, receive, and manage funds in any form, including loans, grants, gifts, sale proceeds, equity investments, service charges, fees, fines and taxes;
(g) to issue bonds, promissory notes, and other instruments;
(h) to propose rules, including rules about taxes and land transactions, to CAMP for application in the Village of North Bay;
(i) to regulate its internal affairs and personnel;
(j) to provide public services and charge for their use, including police, courts, law enforcement, and public infrastructure;
(k) to regulate activities for purposes of public health, safety, and welfare both within and outside its boundaries;
(l) to enforce arbitration awards through administrative or executive action;
~~(l)~~(m) to enforce applicable law; and
~~(m)~~(n) to do all things necessary or convenient for carrying out the powers in this Article including delegation to a General Service Provider.

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2.05 Other entities

(1) The Village of North Bay may, by agreement, assume, transfer, consolidate, or coordinate functions with other governmental or non-governmental entities according to Articles 3 and 4 of the ZEDE Organic Law.
(2) The Village of North Bay shall select and delegate responsibilities to separate service providers, including a General Service Provider, as provided in Article VII, among other service providers as deemed necessary.

2.06 Electronic residency

(1) E-residency for individuals and legal persons shall be permitted in the Village of North Bay.
(2) The details for establishing e-residency shall be laid down in a statute.

Article III: Village of North Bay Council

3.01 Rulemaking and executive power of Village of North Bay vested in Council

All rulemaking and executive power of the Village of North Bay is exercised by the Technical Secretary only with the prior consent of the Village of North Bay Council.

3.02 Composition of Council

(1) The Council shall consist of the following nine natural persons who are entitled to vote at meetings of the Council:
  (a) the Technical Secretary;
  (b) a Secretary;
  (c) a Treasurer; and
  (d) six other council members.
(2) The Council members shall be automatically appointed as ad-hoc secretaries by the Technical Secretary in accordance with Article 12(8) of the ZEDE Organic Law.

(3) A Vice Technical Secretary shall serve as a council member who is not entitled to vote at meetings of the Council, except if he or she simultaneously serves as one of the council members who are entitled to vote under subsection (1) of this section, or in the absence of the Technical Secretary in accordance with section 4.05 (Vice Technical Secretary).
(4) The Council may, from time to time as needed, appoint and remove other council advisors who are not entitled to vote at meetings of the Council.

3.03 The Secretary of the Council

(1) The Secretary shall give notice of all meetings of the Council to each council member except where notice is waived by unanimous consent of all eligible council members.
(2) The notice of a meeting shall state what business is to be transacted at the meeting.
(3) The Secretary shall keep an up-to-date list of the eligible council members and council members not entitled to vote.
(4) The Secretary has the authority to certify any records, or copies of records, as the official records of the Village of North Bay, as well as to act as the revisor of charter amendments, statutes, regulations, ordinances, and resolutions, which includes authority to establish and conform the same to standard codification styles and standards adopted by resolution, as well as to correct typographical errors, provided that (a) such revisions do not substantively alter the original text and (b) a record of the original text is maintained for review at all times upon reasonable notice by residents, the Council and CAMP.
(5) The Secretary shall keep the minutes of the Council meetings.
(6) The Council shall elect and may replace the Secretary from among the eligible council members.
(7) The Secretary shall serve a one-year automatically renewable term.

3.04 The Treasurer of the Council

(1) The Treasurer shall be responsible for:
    (a) overseeing the financial affairs of the Village of North Bay;
    (b) presenting reports of the Village of North Bay's finances to the Council as required, but at least once each quarter; and
    (c) reviewing the financial audit of the Village of North Bay.
(2) The Council shall elect and may replace the Treasurer from among the eligible council members.
(3) The Treasurer shall serve a one-year automatically renewable term.

3.05 Meetings of the Council

(1) The Council shall hold regular meetings at least twice per year in accordance with an internally approved schedule issued by the Secretary.
(2) Special meetings may be called by the Technical Secretary, by the Secretary, or by any three eligible council members, on 24-hour's notice to all council members.
(3) Upon request of the Technical Secretary, or by the Secretary, the Council may act or ratify an action without a meeting through an appropriate memorialization of such action reflecting unanimous votes of all eligible council members expressed in writing physically

or electronically before, during or after the action, provided that such memorialization is published.

~~(3)~~(4) Council members may waive ~~this~~ any notice requirement in writing physically or electronically before, during or after the meeting.

~~(4)~~(5) Attendance at the meeting or the granting of unanimous consent to any Council act shall constitute a waiver of any~~the~~ notice requirement as well as any other procedural objection if all eligible council members are present or consenting and none concurrently object in writing to the proceeding or act.

~~(5)~~(6) The notice of the special meeting shall state what business is to be transacted at the special meeting.

~~(6)~~(7) Meetings may be conducted either in person or by remote communication.

~~(7)~~(8) Council members participating in meetings by remote communication shall be deemed present and may vote at such a meeting if the Village of North Bay has implemented measures to provide all council members a reasonable and equal opportunity to participate in the meeting and to vote on matters before the Council, including an opportunity to communicate and to hear the proceedings of the meetings, substantially contemporaneously with the proceedings. A proper record of said remote participation as determined by the Secretary must be kept for verification purposes.

~~(8)~~(9) Either each voting member shall verifiably manifest their vote in any form prescribed by the Secretary or ~~T~~the Secretary, or such person as he or she may delegate, shall record the votes of each council member for all final decisions.

~~(9)~~(10) The Secretary shall send minutes of each regular and special meeting to all council members no later than two weeks after the meeting; a reliable record of unanimous consent or vote in favor of an act of the Council by all eligible members may substitute for minutes in the discretion of the Secretary.

3.06 Quorum of the Council

(1) Five out of the nine eligible council members shall constitute a quorum for the transaction of business at a meeting. The council members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough council members to leave fewer than a quorum, provided that the Secretary or his designee are among those present.

(2) Nothing in this Charter and Bylaws shall prevent a smaller number from transacting business by a majority vote of council members present to the extent necessary to:

(a) fill vacancies in the membership of the Council when no quorum can be assembled except by filling the vacancies; or

(b) make urgent decisions necessitated by emergencies provided that at least three eligible council members are present. The Council shall meet as soon as a quorum can be assembled and vote to either ratify or terminate the emergency decision. Terminations of emergency decisions shall only have prospective effect. Emergency decisions shall be deemed ratified if they are not terminated and vacated within two subsequent meetings of the Council.

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3.07 Voting by the Council

(1) Voting on any final decision shall be taken by voice vote or in writing physically or electronically.
(2) Votes shall be either yes, no, or abstain.
(3) The votes of council members who are not present, and the votes of council members who are present but cast abstain votes, shall be counted as abstentions.
(4) Abstentions shall not be counted for the purposes of approving or disapproving of a decision.
(5) All eligible council members, including the Technical Secretary, shall have one vote on all decisions.
(6) If there is an equality of votes, the vote is taken to have been a no vote.
(7) Votes may be submitted by electronic transmission. Verifiable electronic records shall be kept in those cases.
(8) An electronic transmission must either be set forth in, or be submitted with, information from which it can be determined that the electronic transmission was authorized by an eligible council member, as determined by the Secretary.
(9) Unless otherwise provided by the applicable law, action by the Council shall be taken by a majority vote of all eligible council members.

3.08 Appointment and term of Council members

(1) The Council, other than the Technical Secretary, shall initially consist of:
    (a) four persons who are selected by the Promoter and Organizer; and
    (b) two persons who are selected by all legal or natural persons who are residents within the Village of North Bay, as provided in section 6.02 (Votes based on residence); and
    (c) two persons who are selected by all landowners within the Village of North Bay, as provided in section 6.01 (Votes based on ownership).
(2) Council members shall serve seven-year terms.
(3) There shall be no limit on the number of terms that a council member may serve.
(4) If, at any time after the initial seven years, the Village of North Bay becomes an area of urban population density, the two council members previously selected by the landowners shall be selected, when due for regular re-selection, by vote of all legal and natural persons who are residents in accordance with section 6.01 (Votes based on residence).
(5) The selection of council members other than the Technical Secretary shall not be subject to CAMP approval or disapproval.

3.09 Rules of the Village of North Bay

(1) This Charter and Bylaws shall be the sole organic rule of the Village of North Bay and shall be superior to all other rules enacted by the Village of North Bay.
(2) The primary instruments of governance in the Village of North Bay shall be Agreements of Coexistence, which include legal stability provisions, entered into between the Village of North Bay and persons who give informed consent to the agreements, as provided in Articles 10 and 12 of the ZEDE Organic Law. The form or titling of such Agreements of Coexistence may vary in the discretion of the Secretary.

(3) Only legal and natural persons with a valid Agreement of Coexistence are entitled to be residents in the Village of North Bay.
(4) The Village of North Bay may not unilaterally modify or terminate the Agreements of Coexistence except in strict accordance with the terms contained in the agreements.
(5) Agreements of Coexistence shall:
    (a) be approved by a simple majority of the Council;
    (b) be binding on all successive administrations of the Village;
    (c) respectful of human rights as nationally and internationally recognized;
    (d) not violate the ZEDE Organic law; and
    (e) not be subject to the approval or disapproval of CAMP.
(6) The Technical Secretary, upon approval from the Council, shall approve template contracts in advance and submit them to CAMP for review and delegate the decision to accept new residents to the General Service Provider.
(7) The Village of North Bay may choose to not accept residents or new lands for any reason consistent with applicable law.
(8) The criteria for determining to admit residents or lands shall be applied equally for all persons and properties, and shall take into account factors including, but not limited to:
    (a) available space;
    (b) the ability to manage growth;
    (c) the reputation and social harmony of the Village of North Bay; and
    (d) in the case of new potential residents:
        (i) their ability to pay applicable taxes and fees; and
        (ii) their criminal record.
(9) Unemancipated minors and natural persons not deemed competent to enter into a contract with the Village of North Bay shall be covered as third-party beneficiaries under the agreements formed with their parents or legal guardians.
(10) E-residents, non-residing landowners, and other persons or groups warranting special treatment shall receive modified versions of the Agreements of Coexistence.
(11) The Technical Secretary, with approval from the Council, may only adopt or repeal the following types of rules for the Village of North Bay, which shall have the following hierarchy: statutes, regulations, ordinances, and resolutions:
    (a) Statutes shall set forth the generally applicable law for the Village of the North Bay. Statutes shall be newly enacted, amended, or revoked by the Technical Secretary, only after obtaining a vote of two-thirds of eligible council members. If the Council newly enacts or amends a statute, the Technical Secretary shall present the statute to CAMP for approval or disapproval in accordance with Article 12(5) of the ZEDE Organic Law. If CAMP neither approves nor disapproves of a submitted statute within 60 days after presentation, the statute shall be deemed approved.
    (b) Regulations shall provide detail on how statutes are to be administered and enforced. Regulations shall be newly enacted, amended, or revoked by the Technical Secretary, only after obtaining a vote of two-thirds of the eligible council members. Regulations may only implement public policies established by the authorizing statute. All Regulations shall have a sunset date.~~If the Council votes to enact or amend a regulation, the Technical Secretary shall present the regulation~~

~~to CAMP for approval or disapproval. If CAMP neither approves nor disapproves of a submitted regulation within 60 days after presentation, the regulation shall be deemed approved.~~

(c) Ordinances shall, in accordance with Article 12(9) of the ZEDE Organic Law, serve as temporary resolutions to ensure the efficient delivery of public services or to promote competition in certain markets. Ordinances shall be newly enacted, amended, revoked, or renewed by a simple majority of the eligible council members. An ordinance shall expire no later than 12 months after its enactment unless renewed.

(d) Resolutions shall govern the authorization, execution and administration of the internal corporate affairs and procedures of the Village of North Bay, including entry into binding contracts, such as the retention of the General Service Provider, rules for determining the structure and services of governance, including the designation of departments and officers that are subordinate to the Technical Secretary, Council or Trust, as well as the organization of registries authorized by Charter or statute, and the establishment of user fees to defray the costs of administration. Resolutions shall be newly enacted, amended, or revoked by a simple majority of the eligible council members.

(12) If a statute or regulation is revoked by the Technical Secretary after being voted by the Council, the Technical Secretary shall provide CAMP with notice and a detailed explanation of the reasons for the revocation and request affirmation of the revocation. The Technical Secretary shall provide this notice, explanation, and request no later than 5 days prior to the effective date of the revocation, unless CAMP explicitly allows the revocation to become effective sooner.

(13) If, at any time, the Village of North Bay has a population of more than 100,000 natural persons, residents may repeal statutes or regulations of the Village of North Bay enacted after this date, by referendum, held in accordance with Article VI.

3.10 Qualifications of council members

(1)To be selected as council members, individuals must have:

(a) a proven commitment to high ethical standards, trustworthiness, and professionalism; and

(b) successful business experience or comparable strong management and leadership experience.

(c) Not being convicted of a serious crime that might question the suitability for being a member of the Council.

(2) Council members names, resumes and any other relevant information will be made public.

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3.11 Conflict of interest of council members

(1) All council members shall disclose to the Council both actual and potential conflicts of interests.

(2) A conflict of interest exists when a council member has private-capacity interests that could improperly influence the performance of his or her official duties and responsibilities.

(3) The following shall not~~, by themselves,~~ be deemed as directly or indirectly giving rise to conflict of interest ~~but shall be disclos~~provided that the fact is disclosed or publicly known~~ed~~:

(a) owning land within the ~~Village of North Bay~~ZEDE of North Bay;

(b) being a shareholder, owner, member, partner or officer of the General Service Provider or its owner(s);

(c) being a shareholder, owner, member, partner or officer or other financial beneficiary of SDEH or any affiliated company (including affiliated investment vehicles);

(d) earning compensation in accordance with section 3.12 (Compensation).

(4) Council members with an unresolved conflict of interest shall exclude themselves from voting and any discussion of related matters that may be under consideration by the Council. They still count as present members for the quorum according to section 3.06(1).

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(5) Any actual, potential or apparent conflict of interest shall be deemed resolved and any vote cast by an actually, potentially or apparently conflicted council member sustained if, after disclosure of the conflict and prior to the vote or after a timely objection is raised and prior to ratification of the vote, an outside expert is retained to review the proposed action to be taken, and the conflicted council member votes in a manner that is consistent with such expert's recommendation as to such course of action as would be commercially reasonable, equivalent to an arm's length transaction, or otherwise consistent with the council member's public duties.

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~~(4)~~(6) Conflicts of interest shall not be a basis of challenging any council vote, rule or action of the Village of North Bay if no objection based on the asserted conflict of interest is raised at a regular meeting of the Council or in a ZNB Court within sixty (60) days of the publication of the vote, rule or action.

3.12 Compensation

(1) The compensation of the council members shall be proportionate to the performance of the Village of North Bay over the preceding year.

(2) The Promoter and Organizer shall determine the methodology for determining compensation for the initial seven years.

(3) The Council may alter this methodology through resolution~~legislation~~. However, the altered rate shall not take effect until the subsequent term of council members.

3.13 Inquiries and investigations

(1) The Council may make inquiries and investigations into:

(a) the affairs of the Village of North Bay; and

(b) the conduct of any resident or other person within the Village of North Bay.

(2) For this purpose, the Council may subpoena witnesses, administer oaths, take testimony and require the production of evidence.

(3) Any person who fails or refuses to obey a lawful order issued in the exercise of these powers shall be punished as provided by applicable law.

3.14 Vacancy of council member's seat

(1) A council member's seat, including the Technical Secretary's seat, becomes vacant when the incumbent of the seat:
   (a) dies;
   (b) resigns, on written notice to either the Technical Secretary or the Secretary of the Council, unless the notice specifies a later time for the effectiveness of the resignation; or
   (c) is removed from his or her seat pursuant to section 3.15 (Removal and suspension of council members).

(2) If a council member seat, other than the Technical Secretary's seat, becomes vacant at any time before the end of a seven-year term, a new council member shall be selected in the way that the former council member was selected for that seat no later than 90 days after the vacancy occurs.

(3) The new council member shall serve the remaining term of his or her predecessor.

(4) If the Technical Secretary's seat becomes vacant at any time before the end of a seven-year term, the Vice Technical Secretary shall immediately assume the position of Technical Secretary according to the procedure outlined in section 4.05.

3.15 Removal and suspension of council members

(1) The Council shall, by simple majority, remove a council member from his or her seat, or request CAMP to remove the Technical Secretary, if and only if he or she:
   (a) is convicted of a felony under the applicable law in the Village of North Bay;
   (b) is found to have committed a serious violation of his or her official duties, including a violation of the conflict of interest or ethics rules of the Village of North Bay or other relevant rules and regulations;
   (c) acts in a way that is inconsistent with this Charter and Bylaws and fails to remedy the inconsistency within a reasonable timeframe after being informed of the inconsistency by the Secretary of the Council or another council member;
   (d) is the subject of a written opinion by a registered medical practitioner who is treating the council member stating that the council member has become physically or mentally incapable of acting as a council member and may remain so for more than three months;
   (e) is an eligible council member and has been absent from 3 consecutive, regular Board meetings, not counting any Board meeting for which the council member's absence was excused by majority vote of the other eligible council members; and
   (f) in the case of the Technical Secretary, he or she breaches, or does not form within 3 days after being formally installed as Technical Secretary, an agreement with the Promoter and Organizer to comply with this Charter and Bylaws and the Trust Agreement, as provided in section 4.03 (Appointment of the Technical Secretary and Vice Technical Secretary).

(2) Council members, including the Technical Secretary, may be removed by recall at any time by the groups that selected them under section 3.08 (Appointment and term of council members). Recall by landowners or residents shall be in accordance with the rules for voting and referenda in Article VI.
(3) CAMP shall, on its own initiative, remove the Technical Secretary, if it finds that he or she is subject to removal under subsection (1). CAMP's competencies from Article 11 of the ZEDE Organic Law remain thereby unaffected.
(4) If the Council votes to propose removal of the Technical Secretary under subsection (1), it shall submit its decision directly to CAMP for approval or disapproval. If CAMP neither approves nor disapproves of the decision within 45 days after presentation, the removal shall come into effect automatically.

3.16 Committees of the Council

(1) To the extent permitted by applicable law, the Council may appoint from its members a committee or committees, temporary or permanent, and designate the duties and powers of the committees.
(2) A committee may invite outside experts or other personnel to advise or assist it with its responsibilities.

3.17 Liability

(1) Neither the Village of North Bay, nor any natural or legal person which it includes or is affiliated with, enjoys sovereign immunity from liability for any intentional or reckless act or omission done in violation of applicable law or contract; however, sovereign immunity is retained as to liability arising from negligence.
(2) The Technical Secretary, and all other council members, hereby waive any claim to sovereign immunity that he or she might otherwise have enjoyed with regard to suits and enforcement, toward all parties, for any acts or omissions done in violation of applicable law, contract, or agreement.
(3) The Village of North Bay may pay for a liability insurance for the council members and other officers for acts done in an official capacity on behalf of the Village of North Bay.

Article IV: Technical Secretary and Vice Technical Secretary

4.01 Office of the Technical Secretary

(1) The Office of Technical Secretary is hereby established as a legal person.
(2) The Office of Technical Secretary:
    (a) shall have perpetual succession;
    (b) shall have the power to form agreements that are binding upon successive office holders and administrations; and
    (c) may sue and be sued without protection of sovereign immunity.

4.02 Duties of the Technical Secretary

(1) The Technical Secretary shall serve as:
    (a) the head of the Office of the Technical Secretary;

(b) the chairperson of the Village of North Bay Council;
(c) the creator of the Village of North Bay Trust; and
(d) the representative of the Village of North Bay before the public.

(2) In the capacity of head of the Office of Technical Secretary, the Technical Secretary shall have the exclusive authority to act on behalf of the office in any way consistent with applicable law.

(3) In the capacity of chairperson of the Village of North Bay Council, the Technical Secretary shall:
(a) chair all meetings of the Council;
(b) assess and make recommendations regarding the effectiveness of the Council;
(c) coordinate an annual performance review of personnel and departments of the Village of North Bay and other entities covered under section 2.05 (Other entities);
(d) sign documents on behalf of the Village of North Bay that have been authorized by the Council; and
(e) appoint ad-hoc secretaries according to section 3.02(2), or in other cases, provided the approval of the Council is present.

(4) In the capacity of representative of the Village of North Bay, the Technical Secretary shall:
(a) hold public events to share information with residents and listen to their input;
(b) organize cultural events and associations, including fiestas, parades, ceremonies, and other activities that help build social cohesion and a community identity;
(c) Build relationships with outside parties, including Honduran authorities, agencies and organizations;
(d) build relationships with residents and receive and respond to their complaints;
(e) raise issues of public concern with, and propose resolutions to, the Council and personnel, as needed;
(f) name important public landmarks and locations, including roads, parks, rivers, districts, and monuments;
(g) only enact, amend or revoke rules after the respective vote by the Council; and
(h) perform other duties as determined by the Council.

4.03 Appointment of the Technical Secretary and Vice Technical Secretary

Selection during low-population-density scenarios

(1) When the Village of North Bay has low population density, the Promoter and Organizer shall select a nominee for the position of Technical Secretary and a nominee for the position of Vice Technical Secretary.

(2) The Promoter and Organizer shall then submit its nominees for the positions of Technical Secretary and Vice Technical Secretary to CAMP for approval or disapproval.

Selection during high-population-density scenarios

(3) If, at the end of the term of a Technical Secretary, the Village of North Bay has high population density, the residents of the Village of North Bay shall, if no other laws apply and determine a different procedure, in accordance with section 6.02 (Votes based on Residence) and 6.05 (Accessibility of Public Office), select a nominee for the position of

Technical Secretary and his or her chosen running mate, who shall be nominee for the position of Vice Technical Secretary.

(4) If no candidate receives a majority of votes after the initial round of voting, the Council or its special inspector organizing and supervising the election in accordance with section 6.04 shall select the two candidates for the position of Technical Secretary, who received the highest number of votes and hold a runoff election between the two candidates.

(5) The candidate who receives the largest number of votes after the run-off selection procedure shall be certified as the winner.

(6) The Council shall then submit the nominees for the positions of Technical Secretary and Vice Technical Secretary to CAMP for approval or disapproval.

(7) No person shall be eligible as a candidate for Technical Secretary or Vice Technical Secretary, nor shall be listed on any ballots for those positions, without first forming a legally binding pre-appointment agreement with the Promoter and Organizer of the Village of North Bay that obligates the person to, if appointed, form a legally binding agreement obligating the person to abide by the Charter and Bylaws and Trust Agreement in both a personal and official capacity.

(8) The pre-appointment agreement shall be substantially similar to the pre-appointment agreement formed with the previous Technical Secretary and Vice Technical Secretary.

CAMP approval or disapproval

(9) CAMP's decision on all nominees submitted to it under this section for the position of Technical Secretary shall be in accordance with CAMP's internal procedures and applicable law.

(10) The Vice Technical secretary shall be subject to same requirements as the Technical Secretary. CAMP shall review the eligibility of candidates for Vice Technical Secretary to become, if necessary, Technical Secretary and shall confirm, in writing, its findings regarding eligibility.

(11) If CAMP does not explicitly approve or disapprove of a nominee within 45 days after the nominee has been submitted to it, the nominee shall be deemed approved and shall assume the role of Technical Secretary or Vice Technical Secretary, as the case may be.

(12) No later than 3 days after being formally installed as Technical Secretary, the Technical Secretary shall form an agreement with the Promoter and Organizer obligating himself or herself in both a personal and official capacity to abide by this Charter and Bylaws and the Trust Agreement.

(13) The agreement shall be the same as the agreement formed with the previous Technical Secretary, unless the parties agree otherwise.

(14) The Technical Secretary's term shall be as provided in the ZEDE Organic Law.

(15) The Vice Technical Secretary's term shall be the same length as that of the Technical Secretary.

4.04 Exercise of legal powers of the Technical Secretary

The Technical Secretary shall exercise his rule making and executive powers if, and only if, the Council has approved of the action to be taken as provided in Articles III and IV.

The Technical Secretary shall carry out any action approved by the council in accordance with the terms of the approval and all other Applicable Law.

4.05 Vice Technical Secretary

(1) The Vice Technical Secretary shall serve as Acting Technical Secretary in the absence or suspension of the Technical Secretary, exercising its powers by delegation from the Technical Secretary.

(2) If the Technical Secretary's position becomes vacant, the Vice Technical Secretary shall submit his candidacy for the position of Technical Secretary to CAMP for approval.

(3) If CAMP's findings according to its decision in section 4.03. (10) are unchanged, it will immediately approve the candidacy. Following, the Vice Technical Secretary shall assume the role of Technical Secretary and serve the remainder of the previous Technical Secretary's term.

(4) The Vice Technical Secretary shall perform such other duties as deemed necessary or appropriate by the Council.

Article V: Village of North Bay Trust

5.01 Establishment of the Trust

~~(5)~~(1) The Technical Secretary shall establish a trust, known as the Village of North Bay Trust, ZEDE of North Bay Trust, or ZNB Trust.

~~(6)~~(2) This Trust may be established as a common law trust, which may consist of subaccounts, that, subject to the terms and conditions of its governing trust agreement:

~~(a) operates as an ordinary business;~~

(a) ~~performs management duties~~performs the duties required of it by the ZEDE Organic Law;

(b) administers the performance of financial obligations of the Village of North Bay and ensures that all financial activity of the Technical Secretary is also administered through the Trust; and

(c) functions as a tax collector and steward of funds.

~~(7)~~(3) Except to the extent prohibited under section 7.01 (Delegation of Trust responsibilities), the Trust may delegate its ~~management~~ duties to the General Service Provider, but not its role as tax collector and steward of public funds.

5.02 Trust assets and composition

(1) The trust assets will consist of revenue derived from the exercise of the Village of North Bay powers, including taxes, fees, loans, service charges, and any other public property owned by the Village.

(2) The Council shall select a bank, trust company or law firm, which maintains its trust account(s) with a financial institution that has a good international reputation, to serve as trustee of the Trust.~~The Council shall select a bank with a good international reputation to serve as trustee of the Village of North Bay Trust.~~

~~(2)~~ (3) The Council may replace the trustee (fiduciario):

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(a) if the trustee breaches the trust agreement provided under section 5.03 (Use of assets of the Trust);
(b) if the Council loses confidence in the trustee's solvency, or its ability to faithfully perform its duties as trustee; or
(c) for other causes stipulated in the trust agreement.

5.03 Use of assets of the Trust

(1) The Technical Secretary as creator and the Council as settlor shall enter into a trust agreement, which shall govern the use and distribution of trust assets in accordance with Articles 44 and 21 of the ZEDE Organic Law and this Charter and Bylaws.
(2) The party represented as recipient of funds distributed in accordance with Article 44 of the ZEDE Organic Law shall be the Republic of Honduras. Such funds shall be held in escrow in the event of claims against the Republic of Honduras that are in connection with events occurring in or about the Village of North Bay.

5.04 Liability

Neither the Village of North Bay Trust, nor its trustee, shall enjoy sovereign immunity of any form with regard to suit or enforcement.

Article VI: Internal selection procedures and internal referenda

6.01 Votes based on ownership of land

For all votes based on ownership of land, landowners shall have one vote for each square meter of land they own within the boundaries of the Village of North Bay, as evidenced by the Village of North Bay's Property Registry. All candidates for the landowners' Council members are elected in one round, whereby the two candidates with the highest number of votes shall be the Council members representing all landowners.

6.02 Votes based on residence

(1) For all votes based on residence, only residents may vote. Persons whose presence or residence is based purely upon e-residence or upon another type of special agreement that explicitly excludes the right to vote are not entitled to vote.
(2) Natural persons may only vote as residents if they are 18 years or older.
(3) For all votes based on residence, each resident has one vote.

6.03 Referenda

(1) Residents may initiate a referendum in the circumstances explicitly provided for under this Charter and Bylaws or other applicable law.
(2) If no other laws apply, the Council or the special inspector engaged under section 6.04 (Conduct of Voting) will organize a referendum if residents submit to it a proposed measure that has a sufficient number or proportion of valid signatures. The Village of North Bay shall adopt a statute specifying the number or proportion of signatures that measures must receive for a referendum to be held, which shall be no greater than 5% of the total persons that would be eligible to vote in the referendum if held.

(3) Measures shall pass by majority of all residents eligible to vote in a referendum.

(4) If other electoral laws and procedures are applicable, the Council or the special inspector shall act as election observer.

6.04 Conduct of Voting

(1) No person is obliged to vote.
(2) Voting shall be direct, free, and secret.
(3) The Council or a special inspector nominated by the Council shall organize and supervise selection procedures and referenda and shall ensure their transparency, fairness, and independence.

(3)(4) The ZEDE of North Bay may establish by statute or resolution all other procedures relating to voting based on residence.

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Article VII: General Service Provider

7.01 Delegation of Trust responsibilities

(1) The Village of North Bay Trust shall recognize the appointment of a legal person to act as a General Service Provider as provided in Section 7.03 and delegate to it, for remuneration, as much responsibility as is practically feasible for the provision of services within the Village.
(2) The duration of the contract with the General Service Provider may be up to 50 years.
(3) Although the General Service Provider may furnish administrative support and coordination services with other delegated responsibilities, Rresponsibilities that shall not be delegated to the General Service Provider include:
    (a) independent review of the General Service Provider and holding it accountable for its actions; this includes the possibility of an extraordinary termination of the contract for good cause;
    (b) Police; and
    (c) Courts.

7.02 Receipt of funds

(1) The General Service Provider may collect fees in exchange for its services.
(2) When performing functions delegated to it by the Council that are traditionally carried out directly by the government, such as the maintenance of registries, the General Service Provider shall pay the Trust a royalty fee determined by the Council.
(3) In exchange for the functions delegated to it, the Trust shall pay the General Service Provider a proportion of the tax revenue derived from the Village of North Bay as outlined in the trust agreement.
(4) If the Trust or the Village of North Bay itself isare not able to generate enough income to cover its obligations, including paying for public services, the General Service Provider or Promoter and Organizer may contribute funds to the Trust or behalf of the Village of North Bay, with disclosure to the Trust, in the form of loans or other undertakings subject to such

repayment terms and interest rates as are at a reasonable market value for loans with similar risk profiles in Honduras.

7.03 Process for selecting the General Service Provider

(1) No later than 30 days after the Council has been established, the Council shall form a committee for the selection of the General Service Provider. The committee shall closely involve, and rely upon, the trustee and its input throughout the process of the selection of a General Service Provider.

(2) The committee shall initiate the selection procedures by publicizing a document detailing:
  (a) the duties that the General Service Provider is expected to perform;
  (b) the necessary content of a proposal for selection as a General Service Provider; and
  (c) the criteria the Council will use for review of a proposal for selection as a General Service Provider.

(3) The committee shall first invite the Promoter and Organizer to submit a proposal by itself or an entity designated by it, consistent with the document produced under subsection (2).

(4) The proposal shall include a detailed description of how the Promoter and Organizer, or an entity designated by it, intends to perform the duties of the General Service Provider and its capacity and qualifications for performing those duties.

(5) The committee shall evaluate the proposal against the criteria it has established for review of the proposal and come to an agreement with the trustee about whether to recommend that the Council approve the proposal.

(6) No later than 60 days after receiving the proposal, the committee shall submit its recommendation to the Council and the Council shall vote:
  (a) to approve the proposal; or
  (b) to return the proposal with an explanation of how the proposal fails to meet the criteria.

(7) If the proposal is approved, the Trust and the selected General Service Provider shall enter into a general service contract outlining the rights and responsibilities of both parties, consistent with this Charter and Bylaws, with the expressed consent of the Council.

(8) If the proposal is returned, the Promoter and Organizer or an entity designated by it shall, no later than 90 days after receiving the returned submission, revise its proposal and resubmit it.

(9) The committee shall review the revised proposal and, with the trustee, submit its recommendation to the Council. The Council shall vote:
  (a) to approve the proposal; or
  (b) to return the proposal again with a new explanation of how the proposal fails to meet the criteria.

(10) Resubmissions may occur as many times as necessary following the same procedures and deadlines as outlined above.

(11) However, if 12 months have passed without approval of a proposal, the Council may, in its discretion, issue a final rejection of the proposal.

(12) A final rejection may be issued only if there are clear reasons for believing the Promoter and Organizer's or an entity designated by it will not fulfil the purposes of the Village of North Bay as expressed in this Charter and Bylaws.

(13) The committee and the Promoter and Organizer shall communicate and hold meetings frequently to ensure all parties understand the proposal and the criteria by which it is reviewed.
(14) The committee may revise the criteria at any time.
(15) If the Council issues a final rejection of the proposal, the Promoter and Organizer or an entity designated by it may submit the dispute in accordance with section 12.03 (Disputes in connection with this Charter and Bylaws) within 90 days after the final rejection.
(16) If no dispute is submitted within 90 days after the final rejection, or if a dispute is submitted and a final award or decision is made upholding the Council's final rejection, the Council shall conduct a public bidding procedure consistent with international best practices.

7.04 Service contract

As a condition of becoming a resident or business in the Village of North Bay, all natural and legal persons shall form a service contract with the General Service Provider that is approved by the Council and defines their rights and obligations with respect to the provision of services by the General Service Provider.

7.05 Covenants

As a condition of incorporating their land within the Village of North Bay ZEDE, all landowners shall attach to their land a legally binding covenant running with the land or an equitable servitude that has been approved by the Council and that secures the rights and obligations of the Promoter and Organizer or the General Service Provider, or both, concerning the Village.

Article VIII: Taxation

8.01 Taxation

~~(2) The Village of North Bay shall adopt an annex to this Charter providing details on taxes after a decision has been made in accordance with Article 29 of the ZEDE Organic Law.~~
~~(3) The Village of North Bay, via the Village of North Bay Trust, shall be responsible for the collection and enforcement of taxes within its territory.~~

(1) The rates of taxes applicable to income, if any, in the Village of North Bay shall be as follows:
(a) For Honduran citizens, who have been residents of areas of Honduras other than the ZEDEs during any of the previous five years (prior to assuming residency in the Village of North Bay), a rate of 10% on all Village of North Bay-sourced income over the equivalent of EIGHT THOUSAND AND NO/100THS DOLLARS ($8,000.00) U.S.;
(b) For legal persons, which are resident in the Village of North Bay, and owned or controlled by Honduran citizens who have been residents of areas of Honduras other than the ZEDEs during any of the previous five years (prior to assuming residency in the Village of North Bay), a rate of 10% on all Village of North Bay-sourced income;

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(c) For all other residents and non-residents, both legal or natural persons, a fixed tax rate of no more than 10% on all Village of North Bay-sourced income;

(d) Notwithstanding anything to the contrary set forth above, the Village of North Bay may establish a minimum mandatory fixed payment of income tax for all residents, which might differ for the groups mentioned in subsection (a) through (c).

(2) Income that is sourced within Honduras, but outside the Village of North Bay, is not subject to Village of North Bay taxation but is subject to the Honduran tax code. Village of North Bay-sourced income is not subject to the Honduran tax code, in accordance with Articles 4, 29, 32, and 41 of the ZEDE Organic Law. For existing businesses in Honduras outside the Village of North Bay, that exceed a certain threshold amount of taxes being paid, and want to relocate into or become part of the Village of North Bay, a special agreement will be made to preserve the tax basis of the Republic of Honduras.

(3) For residents covered under subsection 1(c), the Village of North Bay is entitled to set or negotiate options for a cap, tax breaks or lump sum annual payments in lieu of a tax rate.

(4) The Village of North Bay may, by statute, enact a land-value tax, a property tax, as well as a value-added tax on goods and services. However, the rate of any such tax shall not exceed 5%.

(5) No other taxes than mentioned in sections (1) – (4) shall be charged in the Village of North Bay.

(6) The Village of North Bay shall form an agreement with the Republic of Honduras with respect to residents of the Village of North Bay and any taxes imposed in the Village of North Bay, to avoid double taxation of income and tax evasion, and to coordinate administration and enforcement. In doing so, the Village of North Bay shall be prepared to share information about any of its residents of Honduran nationality with the Republic of Honduras when the Republic of Honduras demonstrates that it has reasonable cause to believe the resident is subject to a higher tax in Honduras than the resident has paid. The information shall be limited to the extent necessary to determine the applicable tax. The resident's information shall be kept strictly confidential and only shared with such parties as necessary to determine the applicable tax.

(7) The portion of aggregate tax revenues received in any calendar year that exceeds 7.5% of the gross domestic product within the Village of North Bay's boundaries during that calendar year shall be refunded to taxpayers in the respective calendar year pro rata based upon their payment of taxes during the same calendar year ("Tax Limit"). For purposes of the Tax Limit, fees for goods or services that, by rule, are exclusively available from the Village of North Bay, General Service Provider or Trust shall be deemed taxes. The Tax Limit shall go into effect once its implementation procedures, including standards for the measurement of gross domestic product, deadlines for relevant assessments, and the timing and method of refunds, are enacted by regulation or resolution.

Article IX: Dispute Resolution and Court System

9.01 Court and Legal System

(1) In accordance with Articles 303 and 329 of the Constitution and with the ZEDE Organic Law, the Village of North Bay shall be subject to a special jurisdiction conformed by special

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common law and other courts, legal aid, and dispute resolution mechanisms, which shall be established as an annex to this Charter following a respective approval by the competent Honduran authorities.

9.02 Arbitration

(1) The Village of North Bay shall allow for private arbitration.
(2) When the seat of arbitration is in the Village of North Bay, the courts of the Village of North Bay may resolve disputes concerning the arbitration procedure and enforcement.
(3) The courts of the Village of North Bay shall have the power to execute arbitral awards and may rely on the assistance of other domestic or foreign jurisdictions when executed outside the boundaries of the Village of North Bay.

9.03 Ombudsman

(1) CAMP shall appoint a Ombudsman for the Village of North Bay.
(2) The Ombudsman shall have the power to monitor actions, investigate complaints, and make binding decisions on formal objections against acts of the authorities of the ZEDE, which can be appealed through the procedure outlined in Article 9.02 and 9.03.
(3) The details shall be established by statute.

Article X: Security

10.01 Village of North Bay security entities

In accordance with Article 22 of the ZEDE Organic Law, the Village of North Bay shall, by statute, establish and control its own security entities, including police, criminal investigation bodies, intelligence services, criminal prosecution, and penitentiary system.

10.02 Exclusive control by the Village of North Bay

(1) Village of North Bay security entities will be subject to the exclusive control of the Village of North Bay.
(2) The Village of North Bay may enter into cooperation agreements with other security and law enforcement agencies in the Republic of Honduras. Such agencies shall operate within the Village of North Bay in exclusive accordance with those agreements.

10.03 Requests for assistance from outside law enforcement

(1) The Council may request the assistance of domestic and foreign law enforcement agencies, provided the assisting agencies are not foreign military forces.
(2) The request may be notified to the appropriate authorities of the rest of the Honduran territory.

Article XI: Miscellaneous

11.01 Severability

If any portion of this Charter and Bylaws, or any amendment of this Charter and Bylaws, is for any reason held to be unconstitutional, illegal, or otherwise invalid, that decision shall not affect the validity of the remaining portions of this Charter and Bylaws.

11.02 CAMP consent

(1) CAMP's approval of this Charter and Bylaws shall constitute its consent to all of the rights and responsibilities applicable to it in this Charter and Bylaws.

(2) Both CAMP and the ZEDE Village of North Bay reaffirm being subject to the protections of The Central America and Dominican Republic Free Trade Agreement and other investment treaties signed by Honduras and to which the Promoter and Organizer of the North Bay may be entitled protection, including any waivers of immunity of any kind expressed or implied in them.

11.03 Disputes in connection with this Charter and Bylaws

(1) Any dispute arising under and in connection with this Charter and Bylaws may be brought to:
   (a) the ZEDE court(s) with jurisdiction over the Village of North Bay; or
   (b) the official arbitration institution established for the Village of North Bay in accordance with section 9.02 (Arbitration).

(2) An agreement to arbitrate creates enforceable rights and obligations to act as a claimant or respondent in arbitration proceedings for the Village of North Bay, including:
   (a) all individuals and entities within their official capacity;
   (b) the Technical Secretary in a personal capacity;
   (c) CAMP;
   (d) the General Service Provider; and
   (e) the Promoter and Organizer.

(3) Adoption of this Charter and Bylaws and acceptance of the relevant provisions described above shall constitute consent to arbitration.

(4) Initiation of the proceedings in one forum mentioned in subsection (1) precludes adjudication of the same matter in a different forum.

11.04 Language

The official language is Spanish. Legally binding instruments and rules issued by the Village of North Bay shall be written in both English and Spanish. To the extent that there is ambiguity between the English and Spanish versions of an instrument or rule, the English version shall be legally operative and controlling, unless otherwise specified. All other communications of the Village of North Bay shall be in English or Spanish, and any other languages as deemed appropriate.

11.05 Currency

(1) Any currency may be transacted in the Village of North Bay.

(2) Lempira are valid as legal tender for the payment of all pre-existing debts within the Village of North Bay unless the parties have made a specific agreement to the contrary.

(3) Persons selling goods and services may restrict payment to any currency provided that payment is rendered at substantially the same time as the goods and services are exchanged.

11.06 Land register and other registers

(1) The Village of North Bay shall establish and maintain the following official registers:
    (a) the Property Registry, for ownership of land and immovable objects;
    (b) the Personal Registry, for all natural persons, including both physical residents and e-residents; it shall distinguish between physical and e-residents according to criteria defined under applicable law;
    (c) the Entity Registry, for all legal persons, including commercial and non-commercial entities.

(2) The registers shall be dispositive for purposes of determining property interests, residence, and legal existence.

11.07 Land Rights

(1) The Village of North Bay shall maintain an independent regime for property rights consistent with the ZEDE Organic Law and international best practices.
(2) In accordance with Article 6 of the ZEDE Organic Law, any person may own, use, and possess land without discrimination on the basis of nationality.
(3) All land transactions in the ZEDE shall be recognized and given full force and effect by the Village of North Bay, the General Service Provider, the Republic of Honduras and all foreign jurisdictions, as provided in Articles 3, 24, 25, 26, 28, and 43 of the ZEDE Organic Law.

11.08 Amendment by Referendum

(1) At any time when the Village of North Bay has a high population density, the Council may decide by a majority of two-thirds of all Council members, that residents may hold a referendum in which they may amend or change any part of Article III of this Charter and Bylaws.
(2) If such a referendum has not taken place within 35 years after the adoption of this Charter and Bylaws, it shall automatically be initiated.
(3) Amendments adopted in accordance with subsections (1) may not significantly alter other articles. The Amendments must substantially relate to the subject matter covered by Article III as originally adopted.
(4) In order to ensure a smooth and orderly transition, amendments adopted in accordance with subsection (1) shall include a gradual timetable for change that ensures stability.
(5) If the amendment affects the method of selecting council members, the change may only apply to one council seat every seven years.
(6) Except as provided in subsections (1) through (5), this Charter and Bylaws may only be amended by vote of at least two-thirds of the eligible council members.
(7) The Technical Secretary shall present all amendments to CAMP for approval or disapproval.
(8) If CAMP neither approves nor disapproves of an amendment within 45 days after presentation, the amendment shall be deemed approved.
(9) The parties that initially proposed the amendment have the right to request a review of CAMP's decision by submitting the dispute in accordance with section 11.03 (Disputes in connection with this Charter and Bylaws).

11.09 Continuation

(1) All powers and authorities of the Village of North Bay established by its original August 23, 2018 Charter and Bylaws, which are not inconsistent with or superseded by this Amended and Restated Charter and Bylaws, shall be construed and enforced as continuously valid and effective.

(2) All rules and actions duly enacted, adopted or taken by the Village of North Bay through its Technical Secretary, Council and Trust under its original Charter and Bylaws, and any amendment adopted thereto, prior to the effective date of this Amended and Restated Charter and Bylaws, which are not inconsistent with or superseded by this Amended and Restated Charter and Bylaws, shall be deemed hereby authorized and ratified as continuously valid and binding rules or actions of the Village of North Bay.

(3) This Amended and Restated Charter and Bylaws shall be deemed to have retroactive effect to the effective date of the original August 23, 2018 Charter and Bylaws except where such retroactive effect might impair subsections (1) and (2), and in such case the effective date shall be the earliest date permissible under applicable rule and no later than forty-five (45) days after the initial presentment of this Amended and Restated Charter and Bylaws to CAMP.

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~~**Approved,**~~

~~**This day of _____ In _____**~~

~~**By:**~~

~~**_____ (Signature)**~~
~~**[Name], as Technical Secretary of the Village of North Bay**~~

~~**_____ (Signature)**~~
~~**[Name], on behalf of CAMP**~~

~~**Appendix A Boundaries of the Village of North BayZEDE of North Bay**~~
~~[To be completed]~~

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TO: ZNB Council and Technical Secretary

FROM: Nick Dranias, General Counsel, SDEH

SUBJECT: EXECUTIVE SUMMARY OF AMENDED AND RESTATED CHARTER AND BYLAWS OF THE ZNB

Substance of Legislation: This legislation is intended primarily as a "clean up" set of amendments to ensure that the ZNB Charter conforms to reasonable governing practices, such as permitting unanimous informal action, to adopt previous charter amendments in the body of the charter for ease of consultation, to clarify previously ambiguous provisions regarding the existence and effect of conflicts of interest, to empower the Council Secretary to serve as a revisor to correct typographical errors, and to rename the ZEDE Village of North Bay to ZNB of North Bay.

Relationship to International Practice: International practices allow for resolving conflicts of interest through consulting outside independent experts and the delegation of revision authority to an administrative agent to correct typographical errors. International practices do not contemplate informal unanimous action by governing bodies that are elective bodies; but they do contemplate informal unanimous action by governing bodies that are not elective, such as instrumentalities of governing bodies (commissions or corporate).

Public Policy Implicated: Passage of this law will help establish certainty as to how to handle the startup period of the ZNB when there is a risk that traditional conflict analysis could call into question or otherwise make operating the ZNB unworkable.

Summary of Amendments:

Article	Summary
1	The amendments are concerned with renaming the ZEDE Village of North Bay to the ZEDE of North Bay, clarifying the definition of urban population density as measured by natural persons, specifying the organization period of the ZEDE as being 7 years or when revenues in excess of $10 million are received; clarifying that the disqualification of council members for a conflict of interest does not apply when the conflict is cured by reliance on outside expert.
2	Clarifies that the boundaries of the ZEDE will conform to the lands that are actually incorporated into the ZEDE and requiring approval from the council and technical secretary for new properties to be added to the ZEDE beginning June 1, 2019; allows the ZNB to periodically publish a map showing the boundaries of the ZNB; authorizes the ZEDE to use administrative and executive action to enforce arbitration awards; otherwise contains renaming amendments to "ZEDE of North Bay."
3	Authorizes unanimous informal action by the Council and the Council Secretary to act as revisor; specifies that ZNB officers enjoy automatically renewing terms; clarifies that resolutions can be used for substantive purposes like setting fees, organizing and implementing registries, and other structural matters; clarifies that conflicts of interest can be resolved through securing

	and deferring to outside expert review; and sets a limitations period on challenging action based on a conflict of interest; reinstates sovereign immunity for negligence; otherwise contains renaming amendments to "ZEDE of North Bay."
4	Contains renaming amendments to "ZEDE of North Bay."
5	Incorporates previously approved trust amendment; otherwise contains renaming amendments to "ZEDE of North Bay."
6	Limits referenda to after the organizational period, and clarifies that either statute or resolution can govern voting procedures; otherwise contains renaming amendments to "ZEDE of North Bay."
7	Clarifies that the GSP can furnish support services for nondelegable functions of the trust; clarifies that the promoter and organizer as well as the GSP can loan or contribute funds to the Trust or ZNB; otherwise contains renaming amendments to "ZEDE of North Bay."
8	Incorporates previously approved tax amendment; otherwise contains renaming amendments to "ZEDE of North Bay."
9	Contains renaming amendments to "ZEDE of North Bay."
10	Contains renaming amendments to "ZEDE of North Bay."
11	Contains renaming amendments to "ZEDE of North Bay;" and includes continuation language that both ratifies all past actions of the ZEDE and establishes a retroactive effective date for the charter amendments to the original effective date of the Charter and Bylaws (August 23, 2018).

TO: ZNB Council and Technical Secretary

FROM: Nick Dranias, General Counsel, SDEH

SUBJECT: EXECUTIVE SUMMARY OF GSP RFP

Substance: This draft agreement is intended to transition the interim GSP agreement to the permanent GSP contemplated in the Charter. The agreement delegates as much of the Trust and ZNB's governance functions to the GSP as possible, resulting in a detailed outline. The agreement contemplates a roll-out of service delivery over 7 years either through in-house delivery or subcontracting. The charter seems to envision an RFP to which SDEH is initially invited, but which is ultimately the same RFP for competitive bidding. It suggests the possibility that SDEH might not be accepted and the RFP reissued. Therefore, consistently with the apparent intent of the Charter, which is to avoid making the decision look preordained, the starting format is compatible with the sort of format that might ultimately be bidded-out for sealed bids. The agreement uses the style and format of an RFP for a GSP servicing a small U.S. town (i.e. Oliver Porter's typical contract).

Relationship to International Practice: Our effort in establishing a startup government across nearly all service dimensions is unprecedented internationally; but most similar to Oliver's public private partnership work and the efforts involved in establishing Dubai's governance.

Public Policy Implicated: Passage of this law will complete the organizational and service provider structure envisioned by the Charter and our concept of private governance.

Summary of Provisions:

Element	Summary
RFP Envelope	The first four pages function as the introduction to the release of the RFP and are meant to be countersigned by SDEH when it submits its proposal.
RFP 1.0 General Information	Provides a summary of the authority for the RFP, the timeline for approval contemplated in the Charter, and the nature of the GSP operation that is contemplated. Volunteers Oliver as the first point of contact.
RFP 2.0 – 3.0	Lays out qualification requirements for offeror – goal is to have submission a proposal that highlights qualifications at least as well as for OPIC or any PPP agency. Lays out contemplated service structure for services (allows subcontracting)
RFP 4.0 – 15.0	Lays out comprehensive list of governing services and functions being delegated to offeror. Goal is for GSP to fully occupy all delegable functions. We are doing about 25% of this already. Specifies timetable for delivery of services, contemplating a range from immediate upon award of contract (summer 2019) through 7 years afterwards
RFP 18.0	Specifies the criteria considered by the Council is awarding the RFP (required by the Charter).
Attachment A – Draft Contract	Includes most of what was in the interim GSP contract, most importantly the retention of IP, plus additional services, a 50 year term, a fee conforming to either a fixed cost-plus fee or revenue streams, termination for cause for ZNB, liquidated damages in favor of GSP of 3x present value of revenue streams at time of breach, indemnity to extent of insurance, reasonable insurance requirements capped at maximums for small U.S. town and triggered only after stand-up phase, and a multistaged alternative dispute resolution process.

TO: ZNB Council and Technical Secretary

FROM: Nick Dranias, General Counsel, SDEH

SUBJECT: EXECUTIVE SUMMARY OF LIMITATIONS LAW

Substance of Law: The 2019 Limitations Law imposes a number of deadlines that limit the time frame in which you may file suit for violations of the RCLC. These deadlines range from 1 year at the shortest (for defamation) to 2 years for personal injury; all the way up to 10 years for real estate related disputes (corresponding to the 10 year limit on correcting fraudulent entries in the ZNB land title registry). Some flexibility is given to courts to extend these limitations periods. Certain statutes of limitations that are specified in the RCLC are expressly preserved, but not all.

Relationship to International Practice: These deadlines fall squarely within the range of typical statutes of limitations found in the United States and internationally. Two documents are attached that report on such international standards.

Public Policy Implicated: Passage of this law will help establish certainty as to when residents and business partners face legal liability in the ZNB. It is best to pass this law before third party residents exist in the ZNB to avoid litigation over the adverse impact of the limitations law on existing causes of action.

Summary of Provisions:

Part	Summary
1	This part is focused on procedural and definitional matters, including the effective date, definitions, relationship to the RCLC.
2	This part specifies the limitations periods that are applicable to various claims and causes of action; the default limitations provision is 5 years, but all range from 1 to 10 years.
3	This part specifies exceptions to the limitations periods for minors, the incompetent or otherwise exceptions granted at court discretion
4	Defines what triggers the limitations clock - "the accrual of a cause of action"
5	Specifies what happens legally when limitations periods expire.
6	Contains procedural provisions such as the burden of proof, effect of limitations running as to one but not all jointly liable actors, etc.

Limitation periods

by Practical Law

Articles | Published on 01-Feb-2019 | Barbados, Belgium, Brazil, Cayman Islands, Channel Islands-Guernsey, China, Colombia, France, Ghana, Gibraltar, Guatemala, Hong Kong - PRC, India, Ireland, Italy, Japan, Kazakhstan, Kenya, Nigeria, Northern Ireland, Norway, Russian Federation, Scotland, South Korea, Spain, Sri Lanka, Switzerland, The Netherlands, Turkey, Ukraine, United Arab Emirates, United Kingdom

This table sets out the limitation periods that apply to bring a claim, and the triggering events, in multiple jurisdictions.

This table has been derived from the Country Q&As of the global guide to dispute resolution. For a full list of jurisdictional Q&As visit *global.practicallaw.com/dispute-guide*.

Please note that law stated dates for each jurisdiction may differ. Click on each jurisdiction to see the full answers and to check the law stated date.

Jurisdiction	What limitation periods apply to bringing a claim?	What triggers a limitation period?
Barbados	Simple contract claims: six years.	From the date of the cause of action.
	Tort: six years.	From the date that the cause of action accrued.
	Recovery of land: ten years.	From the date that the right of action accrued.
	Recovery of arrears of rent: six years.	From the date that arrears became due.
	Recovery of money secured by mortgage or the proceeds of the sale of land: ten years.	From the date that the right to receive the money accrued.
	Recovery of trust property: six years.	From the date that the right of action accrued.
	Defamation: three years.	From the date that the right of action accrued.
Belgium	30 years (in some cases ten years) for claims regarding the recovery or protection of real property.	The limitation period runs from the day the claim arises.
	Five years for tort claims, and in any event 20 years and one day after the date on which the fact, action or negligence that caused the damage occurred.	The limitation period runs from the day following the day on which the claimant is aware of the damage or aggravation of the damage, and of the identity of the person liable for this damage.

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	One year for claims against consumers relating to commercial goods, but five years for claims regarding essential goods such as gas, electricity and water.	The limitation period runs from the sale of the goods.
	Ten years for most other claims, such as contractual claims.	The limitation period runs from the day the claim arises, that is, when the obligation becomes due.
Brazil	Limitation periods vary according to the subject matter of the claim, and range from one to ten years.	Limitation periods start running from the date that a claim becomes actionable.
Cayman Islands	The limitation periods and trigger points differ for the different types of claims and are as follows (*Limitation Law (1996 Revision)):* • Contract: six years commencing on the date of the breach of the contract. • Tort (excluding personal injury, libel and slander where the time limit is reduced to three years): six years commencing, in most cases, on the date of damage (with provision to extend where the claimant did not have the necessary knowledge of the material facts of the damage, up to a maximum of 15 years). • Action on any sum recoverable by virtue of any legislative provision: six years from the date on which the sum was due. • Contribution claims: two years from the date that the action accrued. • Claims for the recovery of land: 12 years commencing from the date when the right accrued (30 years if	In most cases, the limitation period commences at the time the claimant acquires the right to bring the action. However, commencement dates can be deferred in the following circumstances: • Where the claimant was under a disability. • Where there has been an acknowledgment or part payment. • Where the claim is based on fraud or mistake. • Where a claimant's right of action has been deliberately concealed from him by the defendant.

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	the claim is against the Crown). Claims by a beneficiary against a trustee for fraud, fraudulent breach of trust or the recovery of trust property have no specified limitations, but will be subject to the law of equity, such as laches.	

China	• General limitation period for civil claims: Two years. Under the newly enacted General Rules of Civil Law, which will enter into force on 1 October 2017, the general limitation period for civil claims is three years.
	• One-year limitation period for claims under Article 136 of the General Principles of Civil Law, which covers:
	  • certain types of product quality claims;
	  • loss of or damage to property left in the care of another person;
	  • rent disputes; and
	  • personal injury.
	• Four years for international sales of goods and technology transfers.
	• In relation to administrative disputes in respect of land or tax, or in other disputes where the applicant brings a claim against a government organisation, the general limitation period is three months.
		The limitation period starts running from the moment the claimant knew or should have known of the facts giving rise to its claim.
		
		In administrative disputes, the limitation period runs from when the applicant knew or should have known of the specific administrative infringement.

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Colombia	The general rule in civil and commercial claims is ten years for declaratory actions, and five years for collection claims.
	
	The following special limitation periods also apply:
	
	• Collection claims arising from cheques: six months.
	• Collection claims arising from travellers' cheques: ten years.
	• Collection claims arising from bonds: four years.
	• Collection claims arising from other negotiable instruments:
	  • against the debtor (three years); or
	  • against any of the endorsees (one year).
	• Claims arising from latent defects: six months from the transfer of ownership.
	• Claims related to transport contracts: two years.
	• Claims related to agency contracts: five years.
	• Claims related to insurance contracts: two years.
	• Claims related to unfair competition:
	  • two years from the date of identification of the wrongdoer; or
	  • three years from the occurrence of the tortious act.
		The occurrence of the material facts of the case and the maturity of the negotiable instrument.
		
		A conciliation request suspends the statute of limitations.
		
		A formal requirement from the creditor to the debtor interrupts the statute of limitations (*Article 94, GCP and Article 2539, Civil Code*).
		
		Acceptance of the obligation by the obligor or debtor interrupts the limitation period.

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France	• Commercial, contractual and tort disputes: five years. • Insurance disputes: two years. • Land disputes: 30 years.	• Commercial, contractual, tort and land disputes: day on which the right holder knows, or should have known, that its right has been violated. • Insurance disputes: day of the occurrence of the damage.
Ghana	• **Two years.** Recovering a penalty or forfeiture. • **Three years.** Damages for negligence, nuisance or breach of duty. • **Six years.** Tort, simple contract, quasi-contract, enforcing a recognisance. • **12 years.** Recovering a sum due to a registered company, recovering tax due and payable to the Commissioner of Income Tax, or duty due and payable to the controller of Customs and Excise, actions founded on recovery of possession of immovable property and title to land.	A limitation period is triggered from the date on which the cause of action accrued.
Gibraltar	The Limitation Act 1960 sets out the limitation periods for different types of claims: • Contract claims: six years. • Tort (except personal injury and latent damage): six years. • Negligence where the damage is latent: either within six years from the date of the damage or three years from the date of the knowledge (there is an overriding 15-year period from the date of the negligent act or omission regardless of when the damage was discovered).	The following triggers apply: • Contract: breach of contract. • Tort (except personal injury and latent damage): damage resulting from the tort. • Negligence where the damage is latent: the damage resulting from the negligence, or the knowledge of that damage. • Actions on deeds or in relation to recovery of land: accrual of the cause of action. • Fraud: discovery of the fraud.

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	• Actions on deeds or in relation to recovery of land: 12 years from the accrual of the cause of action. • Fraud: six years (time only starts to run from the date the claimant discovers the fraud). Specific guidance should always be sought as the above are general guidelines only.	
Guatemala	The general statute of limitation is five years. However, there are specific cases set out in Guatemalan legislation where a different limitation period applies. For example, the limitation period is two years to bring a claim for lack of payment in a sale of commercial goods.	The limitation period starts running on the date the obligation must be performed by the other party.
Guernsey	• Contract: six years. • Tort: six years. • Breach of trust disputes: three years (no prescription period will apply if there is fraud to which the trustee was privy, or in claims to recover trust property). • Rights in land: 20 years	• Contract: from the date of breach. • Tort: from the date the actionable damage occurred. • Breach of trust disputes: the date of knowledge of the breach or delivery of the final trust or trust accounts to the beneficiary. • Rights in land: from the date of breach
Hong Kong	Contract: six years.	Breach.
	Tort: six years.	Breach or when some damage occurs as a result of the wrongful act.
	Deeds: 12 years.	Breach.
	Actions to recover land: 12 years (60 years if the claim is against the Crown).	When the right accrued.
	Fraudulent breach of trust: no limitation period.	Breach.
India	Limitation periods are specific to the relief claimed and are set out in the Limitation	The limitation period starts when the cause of action arises, that is, when a party becomes entitled to bring a claim.

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	Act 1963 or subject specific legislation. Most claims under contract have a limitation period of three years. Tortious actions have a limitation period of one year or three years. Some land disputes have a limitation period of 12 or 30 years. A residuary limitation period of three years is set for all disputes not otherwise specifically covered under any law.	
Ireland	Contract law: six years.	Date of breach of contract.
	Liquidated sums: six years.	Date the sum falls due.
	Tort claims: six years.	Date of accrual of cause of action.
	Personal injuries (negligence, nuisance, breach of duty): two years.	Date of accrual of cause of action or date plaintiff first had knowledge, if later.
	Personal injuries (assault and battery): six years.	Date of accrual of cause of action.
	Recovery of land: 12 years.	Date of accrual of right of action.
	Maritime cases and airline cases: two years.	Date of accrual of cause of action.
	Defamation claims: one year. This can be extended to two years by the court.	Date of accrual of cause of action, which is the date when the statement is first published and, where the statement is published on the internet, the date on which it is capable of first being viewed or listened to through that medium.
	Judicial review: three months (the court can extend this period if there is a good reason).	Date of accrual of the cause of action.
Italy	In principle, the limitation period is ten years. In tort cases, the limitation period is five years (unless the tort is considered a criminal offence, in which case the limitation period is the same as that provided	The limitation period starts to run from the date on which the relevant right arose or, in tort, when the injured party is in a position to know of the damage and of the author of the damage.

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	under Italian criminal law for prosecuting the crime). Shorter limitation periods (varying from one to five years) apply in specific cases, including: • Dealings between companies. • Insurance matters. • Shipping matters.	
Japan	Contract claims: Ten years. Commercial claims: five years.	Contract and commercial claims: from when the obligation is due to the right holder.
	Tort claims: three years (an absolute statute of limitations of 20 years from the tortious act). Product liability claims: three years (or ten years from the delivery of a defective product).	Tort and product liability claims: from when the right holder discovers that he has suffered damage and knows the identity of the person or entity liable for the damage.
	Ownership of land: no specific statute of limitation.	Not applicable.
Kazakhstan	The general limitation period is three years and applies to most contractual, tort, land and other commercial claims. Special limitation periods apply to certain categories of disputes.	The day when a claimant became or should have become aware of the violation of its rights.
Kenya	Different limitation periods apply to different actions under the Limitation of Actions Act. A tort action must be brought within three years from the date the cause of action accrued. Slander and libel actions must be brought within 12 months. The following actions must be brought within six years:	See left column.

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	• Contractual claims. • Enforcement of recognisance. • Enforcement of awards. • Recovery of sums due under law. • Claiming equitable relief. An action based on a judgment issued by the courts must be brought within 12 years from the date the judgment was delivered. Actions relating to arrears of interest with regard to a judgment debt cannot be instituted after six years have elapsed from the date the interest became due.	
The Netherlands	Contract.	Five years from the day following the day on which the debt became due and payable.
	Tort.	Five years from the day following the day on which the injured person became aware of both the damages and the identity of the person who was liable for those damages, and in any event 20 years from the day of the event that caused the damages.
Nigeria	Limitation periods differ across the various states in Nigeria. For example, the following limitation periods apply in Lagos State: • Actions founded on simple contract: six years. • Actions to enforce an arbitration award: six years. • Actions claiming damages for negligence, nuisance, or breach of duty: three years. The following limitation periods apply in Delta State:	Lagos State: the limitation periods are triggered by the accrual of the cause of action. Delta State: • Actions to recover land: the limitation period is triggered by the accrual of the cause of action. • Actions founded on contract and tort: the limitation period is triggered by the accrual of the cause of action. • Actions in respect of the personal estate of a deceased person: the limitation period is triggered by the accrual of the right to receive an interest in the estate.

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	• Actions to recover land: ten years. • Actions founded on contract and tort: five years. • Actions in respect of the personal estate of a deceased person: ten years.	
Norway	• Three years for ordinary claims. • Three years for claims for damages. • Four years for claims related to international sales of goods. • Ten years for claims under promissory notes, legal rulings, and pensions. • 20 years for claims for bank deposits.	Limitation periods run from the date the obligation fell due, or the debtor defaulted. However, the limitation period runs from the date the creditor had knowledge of the basis for the claim and the liable party. If the obligation or debtor was unknown, the claim is time-barred one year from when knowledge is acquired, but no later than ten years from due date. In claims for bank deposits, the limitation period runs from the date the bank notified the owner of no movement on the account.
Russian Federation	General limitation period of three years. Absolute limitation period of ten years. Limitation periods are much shorter in corporate disputes (up to one month).	The limitation period runs from the date the person becomes aware, or should have become aware, of the violation of his right. According to the recent clarifications of the Russian Supreme Court, the term does not start until the person becomes aware, or should have been aware, of the identity of the defendant (as it is impossible to file a claim against an unidentified defendant).
South Korea	Generally ten years for civil claims, except for claims in "commercial" disputes, in which case it is five years. There is no statute of limitations for claims for possession or title. For torts, ten years from the date of the occurrence of the tortious act or three years from the date on which the injured party became aware of damages and the identity of the tortfeasor (whichever is earlier).	Generally, the limitation period is triggered on the date on which a party can assert its rights.

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Spain	The general limitation period for personal actions is now five years (*Article 1964, Civil Code*). (The general limitation period was 15 years until the reform of the Civil Procedure Act, which came into force on the 7 October 2015.) There are further limitation periods of five years for contractual obligations (*Article 1964, Civil Code*) and one year for non-contractual obligations (*Article 1968, Civil Code*).	Those terms run from the time of a cause of action arising until the commencement of court proceedings.
Sri Lanka	Actions relating to land and immovable property: ten years.	Time when the claimant acquired a right of possession over the property in dispute.
	Actions relating to contracts, agreements, promissory notes, and bills of exchange: six years.	Date of breach of the agreement or date when the note, bill or last interest payment is due.
	Actions relating to goods sold/delivered, work or labour done, and bills or book debts: one year.	Date on which the debt is due.
	Actions relating to loss, injury or damage (tort): two years.	Date of accrual of the cause of action.
	Exempted actions and other types of actions: three years.	Date of accrual of the cause of action.
Switzerland	One year for tort claims.	Knowledge of damage and person responsible.
	Five years for claims by employees, attorneys, doctors and for most periodic payments.	Triggered when claim becomes due.
	Ten years for all other claims.	Triggered when claim becomes due.
Turkey	The general limitation period is ten years. The limitation period for tort claims is two years (subject to a maximum of ten years). The limitation period is five years for some claims such as:	The limitation period if triggered when the claim becomes due. The statute of limitation for tort claims is triggered when the claimant becomes aware of the tortious act, the damage and the person committing it.

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	• Claims relating to lease payments. • Claims relating to interest on principal. • Claims arising out of attorney, agency, commission and brokerage agreements (except commercial brokerage). • Claims between a company or its shareholders and its managers, representatives or auditors. • Claims arising out of works contracts, except those that arise out of improper performance or non-performance due to the contractor's gross misconduct.	
Ukraine	General limitation period: three years.	Finding out about a violation of a right or a person violating such right.
	Recovery of penalties/fines: one year.	Breach.
	Claims arising from defects of sold goods and supplied goods: one year and six months, respectively.	Identification of the defects.
	Claims for construction defects causing collapses or other emergency situations: 30 years. Claims for defects of construction works that could not have been identified in the course of ordinary commissioning, or design deficiencies: ten years.	Commissioning of the construction works.
	Claims arising from carriage agreements: one year.	Defined in transportation codes.
	Claims for the invalidation of decisions of general shareholders' meetings: three months.	Approval of the disputed decision.

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United Arab Emirates	• 15 years generally. • 15 years for contract disputes. • Three years for disputes relating to cheques. • Three years for insurance disputes. • Three years for causing harm (tort). • Ten years for building contracts (defects). • One year for carriage of goods by sea. • One year for employment-related disputes.	There is no single rule as to what triggers a limitation period. However, admission of a debt can restart the clock.
UK (England and Wales)	• Simple claims in contract: six years. • Claims brought in respect of deeds: 12 years. • Tort (excluding personal injury and latent damage): six years. • Personal injury: three years. • Negligence (in respect of latent damage): three years or six years, subject to a maximum period 15 years from the negligent act or omission. • Fraud: six years. • Defamation: one year.	• Simple claims in contract: the date of the breach of contract. • Claims brought in respect of deeds: breach of the obligation contained in the deed. • Tort: the date the damage is suffered. • Personal injury: the later of the date the damage occurred or the date of knowledge of the person injured. • Negligence (in respect of latent damage): the later of six years from the date the damage occurred or three years from the date on which the claimant had the requisite knowledge and the right to bring such an action. • Fraud: when the claimant discovered the fraud, or when he or she could, with reasonable diligence, have discovered it. • Defamation: the date of publication of the defamatory act.
UK (Northern Ireland)	Claims brought in respect of deeds: 12 years.	Accrual of the cause of action (the date of the breach of contract).
	Tort (excluding personal injury and latent damage): six years.	Accrual of the cause of action (the date that the claimant suffers a loss).
	Personal injury: three years.	Accrual of the cause of action.
	Negligence (in respect of latent damage): three years or six years, subject to a maximum period 15 years	Accrual of the cause of action or, if later, the claimant's date of knowledge.

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	from the negligent act or omission.	
	Fraud: six years.	Accrual of the cause of action.
	Defamation: one year.	Accrual of the cause of action.
	Negligence actions where the material facts relevant to cause of action are not known to the claimant at the date of the accrual of action.	Three years from the claimant's date of knowledge, subject to an overriding time limit of 15 years from the defendant's negligent act or omission.
	Fraud, concealment or mistake.	Time will not begin to run until the claimant has, or could with reasonable diligence have, discovered the fraud, concealment or mistake.
UK (Scotland)	A five-year prescription period applies to contract claims and claims in delict, as well as certain tenancy matters. A three-year limitation period applies to personal injury claims, defamation and harassment claims. A ten-year prescription period applies to claims under the Consumer Protection Act 1987.	For claims in contract and delict, the prescription period runs from the date when the loss or damage occurred. In cases of latent damage, the prescription period begins to run when the claimant becomes aware (or could with reasonable diligence have been aware) of the damage. There are proposals for new legislation to clarify the law.

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Statutes of Limitations for the 50 States (and the District of Columbia)

State	Statute	Written contract	Oral contract	Injury	Property damage
Alabama	Ala. Code § 6-2-30 et seq. *	6	6	2	6
Alaska	Alaska Stat. § 09.10.010 et seq.	3	3	2	6 (real property); 2 (personal property)
Arizona	Ariz. Rev. Stat. Ann. § 12-541 et seq.	6	3	2	2
Arkansas	Ark. Code Ann. § 16-56-101 et seq.	5	3	3	3
California	Cal. Civ. Proc. Code § 312 et seq.	4	2	2	3
Colorado	Colo. Rev. Stat. § 13-80-101 et seq.	3 (6 most debts; rent) (2 tortious breach)	3 (6 short-term debt/rent) (2 tortious breach)	2 (injuries from motor vehicle accidents, 3 years)	2
Connecticut	Conn. Gen. Stat. Ann. § 52-575 et seq.	6	3	2	2

State	Statute	Written contract	Oral contract	Injury	Property damage
Delaware	Del. Code Ann. tit. 10, § 8101 et seq.	3	3	2	2
District of Columbia	D.C. Code § 12-301 et seq.	3	3	3	3
Florida	Fla. Stat. Ann. § 95.011 et seq.	5	4	4	4
Georgia	Ga. Code Ann. § 9-3-20 et seq.	6	4	2	4
Hawaii	Haw. Rev. Stat. § 657-1 et seq.	6	6	2	2
Idaho	Idaho Code § 5-201 et seq.	5	4	2	3
Illinois	735 Ill. Comp. Stat. 5/13-201 et seq.	10	5	2	5
Indiana	Ind. Code Ann. § 34-11-2-1 et seq.	10	6	2	6 (real property); 2 (personal property)
Iowa	Iowa Code Ann. § 614.1 et seq.	10	5	2	5
Kansas	Kan. Stat. Ann. § 60-501 et seq.	5	3	2	2
Kentucky	Ky. Rev. Stat. Ann. § 413.080 et seq.	10 (15 years for contracts entered into on or before July 15, 2014)	5	1	5 (real property); 3 (personal property)

State	Statute	Written contract	Oral contract	Injury	Property damage
Louisiana	La. civil code § 3492 et seq.	10	10	1	1
Maine	Me. Rev. Stat. Ann. tit. 14, § 751 et seq.	6	6	6	6
Maryland	Md. Courts & Jud. Proc. Code Ann. § 5-101 et seq.	3	3	3	3
Massachusetts	Mass. Ann. Laws ch. 260, § 1 et seq.	6	6	3	3
Michigan	Mich. Comp. Laws § 600.5801 et seq.	6	6	3	3
Minnesota	Minn. Stat. Ann. § 541.01 et seq.	6	6	2	6
Mississippi	Miss. Code. Ann. § 15-1-1 et seq.	6	3	3	3
Missouri	Mo. Rev. Stat. § 516.097 et seq.	10 (If contract is for something other than payment of money or property, then the statute of limitations is five years.)	5	5	5
Montana	Mont. Code Ann. § 27-2-202 et seq.	8	5	3	2
Nebraska	Neb. Rev. Stat. § 25-201 et seq.	5	4	4	4
Nevada	Nev. Rev. Stat. Ann. § 11.010 et seq.	6	4	2	3
New Hampshire	N.H. Rev. Stat. Ann. § 508:1 et seq.	3	3	3	3

State	Statute	Written contract	Oral contract	Injury	Property damage
New Jersey	N.J. Stat. Ann. § 2a:14-1 et seq.	6	6	2	6
New Mexico	N.M. Stat. Ann. § 37-1-1 et seq.	6	4	3	4
New York	N.Y. Civ. Prac. Laws & Rules § 201 et seq.	6	6	3	3
North Carolina	N.C. Gen. Stat. § 1-46 et seq.	3	3	3	3
North Dakota	N.D. Cent. Code § 28-01-01 et seq.	6	6	6	6
Ohio	Ohio Rev. Code Ann. § 2305.03 et seq.	8	6	2	4
Oklahoma	Okla. Stat. Ann. tit. 12, § 91 et seq.	5	3	2	2
Oregon	Or. Rev. Stat. § 12.010 et seq.	6	6	2	6
Pennsylvania	42 Pa. Cons. Stat. Ann. § 5501 et seq.	4	4	2	2
Rhode Island	R. I. Gen. Laws § 9-1-12 et seq.	10	10	3	10
South Carolina	S.C. Code Ann. § 15-3-510 et seq.	3	3	3	3
South Dakota	S.D. Codified Laws Ann. § 15-2-1 et seq.	6	6	3	6

State	Statute	Written contract	Oral contract	Injury	Property damage
Tennessee	Tenn. Code Ann. § 28-3-101 et seq.	6	6	1	3
Texas	Tex. Civ. Prac. & Rem. Code § 16.001 et seq., Tex. Bus. & Com. Code Ann. § 2.725	4	4	2	2
Utah	Utah Code Ann. § 78B-2-101 et seq.	6	4	4	3
Vermont	Vt. Stat. Ann. tit. 12, § 461 et seq.	6	6	3	3
Virginia	Va. Code Ann. § 8.01-228 et seq.	5	3	2	5
Washington	Wash. Rev. Code Ann. § 4.16.005 et seq.	6	3	3	3
West Virginia	W. Va. Code § 55-2-1 et seq.	10	5	2	2
Wisconsin	Wis. Stat. Ann. § 893.01 et seq.	6	6	3	6
Wyoming	Wyo. Stat. § 1-3-102 et seq.	10	8	4	4

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REVISED §5-1-19-0-0-0-1 ZNB Resolution Approving 4-25-19 Minutes

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