

Eastern Band of Cherokee Indians

*PO Box 455
Cherokee, NC 28719*



Meeting Agenda - Final

Wednesday, July 1, 2026

8:30 AM

Council Chambers

Tribal Council

I. Call to Order - Chairman

8:30 AM

II. Prayer**III. Roll Call****IV. Orders of the Day**

- 1.) [2026 -5101](#) An ordinance amending the statute of frauds in Chapter 22 of the Cherokee Code

Attachments: [item 1 7.1.26](#)

New Ord.

- 2.) [2026 -5102](#) An ordinance to require proposed amendments to Chapter 92 and Chapter 95 to be submitted to TERO for review before being submitted to Tribal Council

Attachments: [item 2 7.1.26](#)

New Ord.

- 3.) [2026 -5124](#) An ordinance to provide that the Cannabis Control Board shall be funded by the industry and entities it regulates instead of by the Tribal Government

Attachments: [item 3 7.1.26](#)

New Ord.

- 4.) [2026 -5057](#) Tabled Ord. No. 159(26) - CC Chapt. 47-D & Chapt 47B to update the Tribe's laws on the assignment of possessory holdings

Attachments: [Tabled Ord 159 assignments of poss holdings by TC](#)

8:30 a.m.

- 5.) [2026 -5061](#) Tabled Ord. No. 184(26) - An ordinance amending Chapter 19 - regarding caging bears on Tribal Lands

Attachments: [item 1 5.7.26](#)

[Tabled Ord 184 2026 caging bears on tribal land](#)

8:40 a.m.

- 6.) [2026 -5063](#) Tabled Ord. No. 186(26) - An ordinance to clarify and correct the Cherokee Code to reflect the intent of Tribal Council concerning the use of UTV's on approved roads

Attachments: [item 3 5.7.26](#)

[Tabled Ord 186 2026 to clarify and correct the Tribes intent concerning the use](#)

8:50 a.m.

- 7.) [2026 -5086](#) Tabled Ord. No. 210(26) - An ordinance creating Cherokee Code Chapter 41 defining the different types of ownership of a possessory holding
Attachments: [item 1 6.4.26](#)
[Tabled Ord 210 amends cc chapter 41 defining different types of ownership of a](#)
9:00 a.m.
- 8.) [2026 -5087](#) Tabled Ord. No. 211(26) - An ordinance creating Cherokee Code Chapter 47C establishing Tribal Realty Services in the Cherokee Code
Attachments: [item 2 6.4.26](#)
[Tabled Ord 211 2026 an ord creating CC Chapter 47C estab Tribal Realty Serv](#)
9:10 a.m.
- 9.) [2026 -5098](#) Tabled Res. No. 221(26) - Tribal Council authorizes a referendum election shall be held to answer the following question: Should Section 17 of the Charter and Governing Document be amended to clarify that a person who has been impeached and removed from office is ineligible for office in the future?
Attachments: [item 22 6.4.26](#)
[T.Res. 221\(26\)](#)
9:20 a.m.
- 10.) [2026 -5098](#) Tabled Res. No. 221(26) - Tribal Council authorizes a referendum election shall be held to answer the following question: Should Section 17 of the Charter and Governing Document be amended to clarify that a person who has been impeached and removed from office is ineligible for office in the future?
Attachments: [item 22 6.4.26](#)
[T.Res. 221\(26\)](#)
9:30 a.m.
- 11.) [2026 -5103](#) A resolution requesting approval for Dr. Kristin Davin and her research team to conduct a research project called, "Teaching Our Rich Cultural Heritage: Eastern Band of Cherokee Indians Teacher Licensure Partnership Program (Project TORCH)
Attachments: [item 11 7.1.26](#)
9:40 a.m.
- 12.) [2026 -5104](#) A resolution requesting Tribal Council to designate a board / committee to help work on a layout to discuss and format the natural resources that can be gathered and utilized for artisans, craftsmen and craftswomen and traditional practioners
Attachments: [item 12 7.1.26](#)
9:50 a.m.
- 13.) [2025 -4952](#)
Item removed by submitter

- 14.) [2026 -5105](#) Budget Amendment - FY26 Building Rental - Use of Fund Balance to cover depreciation expenses from assets required during FY25
Attachments: [item 14 7.1.26](#)
bu item 14 7.1.26

10:10 a.m.
- 15.) [2026 -5106](#) Budget Amendment - FY26 Project Management -to increase revenue received from donations and contributions from Intellectual and Developmental Disability(IDD) Facility
Attachments: [item 15 7.1.26](#)
bu item 14 7.1.26
- 16.) [2026 -5107](#) Budget amendment - FY26 General Fund to increase revenue received from Tribal Alcoholic Beverage Control Commission
Attachments: [item 16 7.1.26](#)
bu item 16 7.1.26
- 17.) [2026 -5108](#) A resolution to approve the FY2027 Eastern Band of Cherokee Indians annual operating budget
Attachments: [item 17 7.1.26](#)
- 18.) [2026 -5109](#) A resolution to approve a Five-Year Capital Plan and FY27 Capital Purchases
Attachments: [item 18 7.1.26](#)
- 19.) [2026 -5110](#) A resolution to approve capital, funding, and project requests
Attachments: [item 19 7.1.26](#)
bu item 19 7.1.26
- 20.) [2026 -5111](#) The Natural Resources Program requests to apply and accept funds from North Carolina State in the estimated amount of \$250,000 for FY27-30
Attachments: [item 20 7.1.26](#)
- 21.) [2026 -5112](#) The Natural Resources Program requests to apply for and accept funds from Cherokee Preservation Foundation in the estimated amount of 150,000 for FY27
Attachments: [item 21 7.1.26](#)
- 22.) [2026 -5113](#) The Natural Resources Program requests to apply for and accept funds from the Center for Disease Philanthropy in the estimated amount of \$100,000 for FY27-28
Attachments: [item 22 7.1.26](#)

- 23.) [2026 -5114](#) The Domestic Violence and Sexual Assault Program requests to apply for and accept funds from the DOJ-Office for Victims of Crime in the estimated amount of \$278,284 for FY26-30
Attachments: [item 23 7.1.26](#)
- 24.) [2026 -5115](#) The IDD/Autism Program requests to apply for and accept funds from the Truist Foundation in the estimated amount of \$1,250,000 for FY27-30
Attachments: [item 24 7.1.26](#)
- 25.) [2026 -5116](#) The Cherokee Youth Center requests to apply for and accept funds from the Boys & Girls Club of America in the estimated amount of \$20,000 for FY26-27
Attachments: [item 25 7.1.26](#)
- 26.) [2026 -5117](#) The Cherokee Youth Center Program request to accept funds from the Boys & Girls Club of America in the estimated amount of \$1,088 for FY26-27
Attachments: [item 26 7.1.26](#)
- 27.) [2026 -5118](#) The Cherokee Youth Center Program request to accept funds from the Boys & Girls Club of America Native Services in the estimated amount of \$5,000 for FY26
Attachments: [item 27 7.1.26](#)
- 28.) [2026 -5119](#) The Cherokee Youth Center Program requests to accept funds from the Boys & Girls Club of America Native Services in the estimated amount of \$10,000 for FY26
Attachments: [item 28 7.1.26](#)
- 29.) [2026 -5120](#) The Cherokee Youth Center Program requests to apply for and accept funds from the Boys & Girls Club of America in the estimated amount of \$20,000 for FY26-27
Attachments: [item 29 7.1.26](#)
- 30.) [2026 -5121](#) The Cherokee Youth Center Program requests to accept funds from the Boys & Girls Club of America Native Services in the estimated amount of \$1,900 for FY26-27
Attachments: [item 30 7.1.26](#)
- 31.) [2026 -5122](#) The Cherokee Youth Center Program requests to apply for and accept funds from the Nantahala Health Foundation in the estimated amount of \$50,000 for FY27-28
Attachments: [item 31 7.1.26](#)
- 32.) [2026 -5123](#) Donation resolution for the month of July
Attachments: [item 32 7.1.26](#)

Emergency Resolutions

Banishment Items if Necessary

V. Reports and Announcements

V. Recessed



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5101

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 1.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: _____

ORDINANCE NO. _____ (2026)

An ordinance amending the statute of frauds in Chapter 22 of the Cherokee Code.

WHEREAS, the statute of frauds is a principle that requires certain types of contracts, especially those for land, be in writing and signed by the parties to the contract to be enforceable; and

WHEREAS, the policy for the statute of frauds is to prevent any misunderstandings and protect parties in disputes from being bound by oral promises they may not have ever made; and

WHEREAS, the Tribe has adopted a statute of frauds in Chapter 22 of the Cherokee Code, however it needs to be amended to clarify that agreements in writing are voidable by a party to the agreement, rather than automatically void by law, and that an agreement is enforceable against either party that signed the agreement, rather than just the grantor of a property interest to ensure that both parties to the agreement are on equal footing; and

WHEREAS, this ordinance would amend Section 22-18 and Section 22-19 of the Cherokee Code to reflect this proposed language.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that Chapter 22 of the Cherokee Code is amended as follows:

Sec. 22-18. - Statute of frauds for transactions in Tribal land.

Except as otherwise provided in this Article, any agreement to transfer any interest in Tribal lands, including lease agreements and use permits when the lease or use permit exceeds one year in duration, is ~~void and unenforceable~~ **voidable by a party thereto** unless the agreement is expressed in a writing and signed by the party ~~transferring the interest (the grantor)~~ **to be charged**, or is signed by their lawful agent who has authority to sign the instrument for the principal.

Sec. 22-19. - Minimum contents and requirements for a valid transfer of Tribal land.

- (a) Any **written** agreement to transfer an interest in Tribal land must express all of the following:
 - (1) It must identify the parties to the transaction;
 - (2) It must contain a sufficient legal description of the Tribal land in question so that the land can be identified with reasonable certainty;
 - (3) It must identify the legal interest that is being transferred;

1 (4) It must identify material consideration to be exchanged between the parties.
2

3 ~~(b) Any agreement that is subject to subsection (a) shall be signed by the grantor. If the agreement~~
4 ~~is not signed by the grantor, or his or her lawful agent, the agreement is void. Such agreement also~~
5 ~~shall be signed by the grantee if the agreement requires the grantee to provide consideration (such~~
6 ~~as the payment of money or the performance of an act) in exchange for the land.~~
7

8 (eb) Notwithstanding any other provision of this article, the statute of frauds is satisfied when the
9 land transfer at issue is authorized by Tribal Council resolution duly passed and ratified under
10 Tribal law and so long as the resolution names the parties and the parcels of Tribal land at issue so
11 the parties and parcels can be identified with reasonable certainty.
12

13 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
14 rescinded and this ordinance shall become effective when ratified by the Principal
15 Chief.
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17 *Submitted by the Office of Attorney General*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5102

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 2.)



**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

Date: _____

ORDINANCE NO. _____ (2026)

An ordinance to require proposed amendments to Chapter 92 and 95 to be submitted to TERO for review before being submitted to Tribal Council.

WHEREAS, Cherokee Code (C.C.) Chapter 92 expresses the Tribal Business Preference Law, also known as the TERO law, which provides a contracting preference for businesses owned by enrolled members of the EBCI; and

WHEREAS, Article II of C.C. Chapter 95 expresses the Tribal Employment Preference Law, which provides a hiring preference for enrolled members of the EBCI; and

WHEREAS, these laws enhance opportunities for Tribal member businesses and individuals and are an assertion of Tribal sovereignty; and

WHEREAS, whenever amendments to these two laws are proposed, the amendments should be examined with care by the bodies responsible for enforcing the laws, and therefore these laws should be amended to require submission of such amendments to the TERO Commission and TERO Director.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that Cherokee Code Section 92-3 shall be amended to read as follows, and Cherokee Code Article II of Chapter 95, shall be amended by adding thereto a new section, to be designated as Section 95-27, to read as follows:

Sec. 92-3. - Application of chapter.

- (a) This chapter applies to contracts offered by the Eastern Band of Cherokee Indians and all of its divisions, programs, offices, subdivisions and enterprises, and subcontracts offered pursuant thereto. It does not apply to private business arrangements in which the Eastern Band, or any division, program, office, subdivision or enterprise of the Eastern Band, is not involved.
- (b) Except as provided in subsection (a), this chapter is binding on all economic entities operating within the territory of the Tribe, whether or not they are doing so at that time this chapter is implemented.
- (c) Proposed amendments to this Chapter 92 (Business Preference Law) shall be submitted to the TERO Commission and the TERO Director for review before being presented to Tribal Council.

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95-27. – Review of proposed amendments.

Proposed amendments to this Article II (Employment Preference Law) of Chapter 95 shall be submitted to the TERO Commission and the TERO Director for review before being presented to Tribal Council.

BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are rescinded, and that this ordinance shall become effective when ratified by the Principal Chief.

Submitted by Jacob Crowe, TERO Director.



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5124

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 3.)

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**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

Date: _____

ORDINANCE NO.: _____ **(2026)**

An ordinance to provide that the Cannabis Control Board shall be funded by Qualla Enterprises, LLC, instead of the Tribal government.

WHEREAS, the EBCI's Cannabis Control Board is established in Cherokee Code (C.C.) Chapter 17, Article II; and

WHEREAS, the Cannabis Control Board (CCB), is a Tribal government office charged with the civil regulation of the cannabis industry, including both marijuana and hemp; and

WHEREAS, the CCB has a full-time staff dedicated to ensuring that the cannabis industry is well-regulated, that cannabis within the marketplace is safe, and that employees working within the cannabis industry have a safe and secure workplace; and

WHEREAS, the CCB was first established in 2021, in Ordinance No. 539 (2021), and since that time has been funded by the Tribal government; and

WHEREAS, the Tribe's entry into the cannabis marketplace is Qualla Enterprises, LLC, a limited liability company formed under Tribal law to cultivate, process, test, and bring cannabis products to the commercial market; and

WHEREAS, Qualla Enterprises, LLC, and its agents and employees are subject to licensing and regulatory oversight by the CCB, and consume the majority of the CCB's time and attention; and

WHEREAS, the operation of Qualla Enterprises and the cannabis market in Cherokee have matured to the extent it is reasonable to require Qualla Enterprises to fund the CCB; and

WHEREAS, additionally, the CCB should have greater flexibility to set its fees and fines at a level that is helpful for that Board.

WHEREAS, despite this change in the source of its funding, Tribal law shall continue to require the CCB to submit its annual budget to the Tribe for approval, and shall continue to require that the CCB shall pay over to the Tribe any revenue in excess of its approved budget; and

NOW THEREFORE BE IT ORDAINED, by the Tribal Council of the Eastern Band of Cherokee Indians, in council assembled at which a quorum is present, that in order to change

1 the way in which the CCB is funded, Cherokee Code Chapter 17 is hereby amended
2 as follows:
3

4 **Sec. 17-16. – Organization, expenses, employees.**

- 5 (a) The Executive Director may, subject to the approval of the Board
6 (1) Establish, and from time to time alter, such a plan of organization as he or she may
7 deem expedient.
8 (2) Acquire such furnishings, equipment, supplies, stationery, books, motor vehicles and
9 other things as he or she may deem necessary or desirable in carrying out his or her
10 functions and the functions of the Board.
11 (3) Incur such other expenses, within the limit of money available to the Board, as he or
12 she may deem necessary.
- 13 (b) ~~Except as otherwise provided in this chapter, all costs of administration incurred by the~~
14 ~~Board must be paid out of the Tribe's operating budget in the same manner as other~~
15 ~~governmental expenses are paid. All costs of administration incurred by the Board shall be~~
16 ~~reflected in the Board's calculation of its annual budget. Each Tribal fiscal year, the Board~~
17 ~~shall submit its proposed budget to Tribal Council for approval in the same manner as~~
18 ~~required of other Tribal programs and entities generally. On or before October 1 of each~~
19 ~~year, Qualla Enterprises, LLC shall pay to the Tribe, for transmission to the Board, the~~
20 ~~amount of the Board's annual budget approved in the budget resolution ratified by the~~
21 ~~Principal Chief. Additionally, the Board shall endeavor to pay some of its costs of~~
22 ~~administration through the imposition and collection of fees and fines as provided in this~~
23 ~~Chapter.~~
- 24 (c) The Executive Director shall organize the work of the Board in such a way as to secure
25 maximum efficiency in the conduct of the Board and make possible a definite placing of
26 responsibility. To this end, the Executive Director may establish such organizational units
27 within the Board as he or she deems necessary.
- 28 (d) The Executive Director may employ such clerical or expert assistance as may be required.
- 29 (e) Persons employed by the Board may be assigned to stations, offices, or locations selected
30 by the Executive Director both within and outside the jurisdiction of the Tribe where, in the
31 judgment of the Executive Director, it is necessary to maintain personnel to protect,
32 investigate, and ensure the safe and lawful conduct of the cannabis industry on Tribal lands.
- 33 (f) Any person assigned to a station, office or location as provided in subsection (e) shall be
34 entitled to receive a per diem allowance only when the business of the Board takes the person
35 away from the particular station, office, or location to which he or she is assigned.

36
37 **Sec. 17-59. – Fees.**

- 38 (a) Except as otherwise provided in subsection (b), the Board shall collect not more than the
39 following maximum fees:
40 (1) For the initial issuance of a cannabis facility license for a cannabis retail facility:
41 ~~\$30,000.00~~\$500,000.
42 (2) For the renewal of a cannabis facility license for a medical cannabis retail facility:
43 ~~\$5,000.00~~\$500,000.
44 (3) For the initial issuance of a cannabis facility license for a cannabis cultivation
45 facility: ~~\$3,000.00~~\$500,000.

- 1 (4) For the renewal of a cannabis facility license for a cannabis cultivation facility:
 2 ~~\$1,000.00~~\$500,000.
- 3 (5) For the initial issuance of a cannabis facility license for a cannabis processing
 4 facility: ~~\$3,000.00~~\$500,000.
- 5 (6) For the renewal of a cannabis facility license for a cannabis processing facility:
 6 ~~\$1,000.00~~\$500,000.
- 7 (7) For the initial issuance of a cannabis facility license for a cannabis laboratory:
 8 ~~\$5,000.00~~\$500,000.
- 9 (8) For the renewal of a cannabis facility license for a cannabis laboratory:
 10 ~~\$3,000.00~~\$500,000.
- 11 (9) For each person identified in an application for the initial issuance of a cannabis agent
 12 card: \$150.00.
- 13 (10) For each person identified in an application for the renewal of a cannabis agent
 14 card: \$150.00.
- 15 (b) ~~Reserved. In addition to the fees described in subsection (a), each applicant for a cannabis~~
 16 ~~facility license must pay to the Board:~~
- 17 ~~(1) A one time, nonrefundable application fee of \$5,000; and~~
 18 ~~(2) The actual costs incurred by the Board in processing the application, including,~~
 19 ~~without limitation, conducting background checks.~~
- 20 (c) Any revenue generated from the fees imposed pursuant to this section
- 21 (1) Must be expended first to pay the costs of the Board in carrying out the provisions
 22 of this chapter; and
- 23 (2) If any excess revenue remains after paying the costs described in paragraph (c)(1),
 24 such excess revenue must be paid over as instructed by the Secretary of the Treasury
 25 so as not to comingle such revenue with the Tribe's other monies.

26
 27 **17A-5. – Fees.**

- 28 (a) The Board shall collect not more than the following maximum fees:
- 29 (1) For initial issuance of a hemp store license: ~~\$10,000.00~~\$20,000.
- 30 (2) For renewal of a hemp store license: ~~\$5,000.00~~\$10,000.
- 31 (b) Any revenue generated from the fees imposed pursuant to this section.
- 32 (1) Must be expended first to pay the costs of the Board in carrying out the provisions
 33 of this chapter; and
- 34 (2) If any excess revenue remains after paying the costs described in paragraph (b)(1),
 35 such excess revenue must be paid over as instructed by the Secretary of the Treasury
 36 so as not to comingle such revenue with the Tribe's other monies.

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 39 BE IT FINALLY ORDAINED, that all ordinances and resolutions that are inconsistent with this
 40 ordinance shall be rescinded to the extent necessary to resolve the inconsistency, and
 41 this ordinance shall become effective upon ratification by the Principal Chief.

42
 43
 44 *Submitted by Brandi Claxton, Treasury Secretary, and Michael McConnell, Attorney General.*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5057

Agenda Date: 4/2/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 4.)

TABLED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: APR 02 2026

ORDINANCE NO. 159 (2026)

An ordinance amending Cherokee Code Chapter 47D and Chapter 47B to update the Tribe's laws on the assignment of possessory holdings by Tribal Council.

WHEREAS, the Tribe first adopted laws describing the process by which Tribal Council assigns a possessory holding to an enrolled member of the Tribe in 1976 and codified the process in the Cherokee Code in 1988 titled "Assignment of home sites" in Chapter 47; and

WHEREAS, the section regarding the assignment of possessory holdings is currently in Section 47D-4, and since its initial adoption, the Tribe has seen significant change in its laws, procedures, and government structure; and

WHEREAS, notably, Section 47D-4 does not address the appropriate standards by which to identify property suitable for assignment to an enrolled member of the Tribe, the process by which their applications for land to Tribal Council should be addressed, how much the Tribal member should pay for the possessory holding, nor the appropriate Tribal agency that should maintain the applications for land or notify both the enrolled member and Tribal Council if the property should revert to the Tribe; and

WHEREAS, the Tribal Lands Committee held its regularly scheduled meeting on March 26, 2026, and voted to submit this ordinance to Tribal Council to amend the Cherokee Code to address these issues.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that Cherokee Code Chapter 47D and Chapter 47B are amended as follows:

Sec. 47D-4. Assignment of home sites. Reserved.

~~Upon resolution, the Tribal council may assign Tribal land to Tribal members on the condition that the Tribal member constructs a permanent dwelling on the land within three years after the assignment is made. If a permanent dwelling is not constructed within this time period, the land shall automatically revert back to the Tribe and any money paid to the Tribe by the member for this land shall be refunded. The Tribe shall apply the following standards when assigning Tribal land to Tribal members:~~

- 1 ~~(1) Lots may only be assigned to Tribal members who do not own a possessory holding suitable~~
2 ~~for a home site, who are head of a household, and who have never received such an~~
3 ~~assignment from the Tribe.~~
4
5 ~~(2) The transfer of possessory holding shall not be effective until the Tribal member has made~~
6 ~~full payment for the land. The Tribal member shall be given 90 days from the date the~~
7 ~~Principal Chief ratifies the above resolution to fulfill this obligation of payment.~~
8
9 ~~(3) Three years after the date of transfer, an inspection will be made by the Tribe to ensure that~~
10 ~~a dwelling has been constructed on the assigned land. If this requirement is not met, the~~
11 ~~assigned land will automatically revert back to the Tribe, the assignee will be notified, and~~
12 ~~upon request, the assignee will be reimbursed for the purchase price of the land.~~
13
14 ~~(4) Once the transfer has been made to the member purchasing the property, that member may~~
15 ~~not transfer or sell the property to any member of the Tribe. They have to come back before~~
16 ~~the Lands Committee, which will come back before Tribal council, within a three-year time~~
17 ~~frame.~~
18

19 Sec. 47B-12. Assignment of Unimproved Possessory Holdings by Tribal Council
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- 21 (a) Upon application of a Tribal member, the Tribal Realty Services Office shall research if there
22 is an unassigned and unimproved possessory holding that is suitable for a permanent dwelling.
23 For the purposes of this section, "unassigned" shall mean any possessory holding owned by
24 the Tribe that is neither owned by a Tribal member nor presently been assigned by Tribal
25 Council to a Tribal member. "Unimproved" shall mean any Tribal land that lacks any existing
26 improvements on the Tribal land and contains no infrastructure development including, but
27 not limited to, electricity, water, or sewage.
28

- 29 (1) If there is an unassigned possessory holding, the Tribal Realty Services Office shall submit
30 a resolution to Tribal Council on behalf of the Tribal member requesting that the
31 possessory holding be assigned to the Tribal member; provided that:
32

- 33 a. The Tribal member applicant is over 18 years of age.
34 b. A site inspection is conducted that determines that the unassigned possessory holding
35 is suitable for a permanent dwelling.
36 c. The unassigned possessory holding has not already been designated by the Tribe for
37 another purpose.
38 d. The Tribal member applicant does not own a possessory holding suitable for a
39 permanent dwelling.
40 e. The Tribal member applicant has not owned a home in the previous five years at the
41 time of their application.
42 f. The Tribal member applicant has never been assigned a possessory holding by the
43 Tribe unless such assignment was received as part of their inheritance pursuant to
44 Chapter 28 of the Cherokee Code.
45 g. The unassigned possessory holding either has existing road and utility access or steps
46 have been taken to obtain access.

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2 (2) If there are no unassigned and unimproved possessory holdings eligible for assignment,
3 the Tribal Realty Services Office shall maintain a list of all Tribal member applicants for
4 the preceding two years. To maintain the status of their application, the Tribal member
5 applicants must renew their application every two years. As unassigned and unimproved
6 possessory holdings become available, the Tribal Realty Services Office shall submit
7 resolutions for those Tribal member applicants in the order by date that the applications
8 were submitted prior to any renewals, provided that the Tribal member applicants still
9 meet the requirements of subdivision (a)(1) of this section.

10
11 (b) Tribal Council may assign an unassigned and unimproved possessory holding to a Tribal
12 member by a resolution ratified by the Principal Chief. The resolution must contain, at a
13 minimum, the following:

14
15 (1) That the Tribal Realty Services Office and Tribal Business Committee are authorized to
16 carry out the transfer of the possessory holding.

17
18 (2) The monetary or other good and valuable consideration for which the possessory holding
19 is being sold to the Tribal member.

20
21 a. If the possessory holding is being sold to the Tribal member in exchange for monetary
22 consideration, the value of any unassigned and unimproved possessory holding shall
23 be at fair market value as determined by Tribal Council.

24
25 (3) That the possessory holding is being sold to the Tribal member by the Tribe on the
26 condition that the Tribal member constructs a permanent dwelling on the possessory
27 holding within three years from the date the Tribal Business Committee approves the
28 transfer.

29
30 (4) That if a permanent dwelling is not constructed on the assigned possessory holding within
31 three years of the date of the Tribal Business Committee approved transfer, the possessory
32 holding shall revert to the Tribe.

33
34 (5) That the Tribal member has 90 days from the date of ratification by the Principal Chief to
35 make full payment to the Tribal Finance Office for the possessory holding named in the
36 resolution.

37
38 (6) That if the possessory holding reverts to the Tribe for any reason, the Tribal member or
39 their estate shall be entitled to a full refund of the purchase price.

40
41 (c) Any transfer of a possessory holding prepared by the Tribal Realty Services Office pursuant
42 to this section shall contain language stating that if a permanent dwelling is not constructed
43 on the assigned possessory holding within three years of the date of the Tribal Business
44 Committee approval date, the possessory holding shall revert to the Tribe.
45

1 (d) The Tribal member has 90 days from the date the Principal Chief ratifies the resolution to
2 make full payment to the Tribal Finance Office for the possessory holding. The Tribal
3 Business Committee shall not approve any transfer of possessory holding until receipt of
4 payment is received by Tribal Realty Services from the Tribal Finance Office. Any Tribal
5 Business Committee approved transfer that occurs prior to the date of payment shall be null
6 and void.

7
8 (e) If a permanent dwelling is not constructed on the assigned possessory holding within three
9 years of the date of the assignment approved by Tribal Business Committee, the land shall
10 automatically revert back to the Tribe and any money paid to the Tribe by the Tribal member
11 for the possessory holding shall be refunded by the Tribal Finance Office.

12
13 (f) If a permanent dwelling is not constructed on a possessory holding assigned to a Tribal
14 member by Tribal Council pursuant to this section within three years of receiving the
15 assignment, the Tribal Realty Services Office shall notify the Tribal member that the
16 possessory holding has reverted to the Tribe with instructions on how to receive their refund,
17 as well as notify Tribal Council that the property has automatically reverted to the Tribe.

18
19 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
20 rescinded and this ordinance shall become effective when ratified by the Principal
21 Chief.

22
23 *Submitted by Lands Committee*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5061

Agenda Date: 5/7/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 5.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: _____

ORDINANCE NO.: _____(2026)

An ordinance amending Chapter 19 regarding caging bears on Tribal lands.

- WHEREAS Section 23 of the EBCI Charter and Governing Document vests Tribal Council with the power to adopt laws and regulations for the general government of the Tribe; and
- WHEREAS caring for and living with and among our native bears has a long and storied tradition; and
- WHEREAS the bears were the first to meet in council in their townhouse under Kuwohi, the mulberry place (Mooney, Myths of the Cherokee p. 250); and
- WHEREAS the bears are transformed Cherokee of the old clan of the Ani-Tsagui, and their chief is the White Bear, who lives at Kuwohi near the enchanted lake of Atagahi, to which the wounded bears would go to be cured of their hurts (Mooney p. 264); and
- WHEREAS under Kuwohi the bears hold dances every fall before retiring to their dens for the winter (Mooney p. 264); and
- WHEREAS being really human, they can talk if only they would, and once a mother bear was heard singing to her cub in words which the hunter understood (Mooney p. 264); and
- WHEREAS caging these highly intelligent animals, who are so important to our Tribal people through history, in sad concrete pens, is a relic of the past and needs to be remedied; and
- WHEREAS the practice of caging these bears has been a blight on our Tribe, making this action necessary today.

NOW THEREFORE BE IT ORDAINED that Tribal Council in Annual Council assembled and with a quorum of Council members present as provided by law hereby adopts the following Ordinance amendment to Chapter 19 of the Cherokee Code:

Sec. 19-15. - Caging of animals.

(a) It shall be unlawful for any person or business enterprise to cage wildlife, livestock or domestic animals within the territorial jurisdiction of the Eastern Band of Cherokee Indians except in compliance with this Chapter and any rules promulgated for the administration of this Chapter, as well as with the Animal Welfare Act, Pub. L. 91-579, 7 U.S.C. 2131-2156, and all federal regulations promulgated thereunder.

(b) Violation of this Section shall result in a fine not to exceed \$5,000.00.

(c) Any person or business within the territorial jurisdiction of the Eastern Band of Cherokee Indians who shall cage or hold in captivity any bear for the purpose of exhibiting the bear to the public shall be guilty of a crime punishable by imprisonment of up to one year or a fine not to exceed \$5,000 or both.

Sec. 19-16. - Black bears.

~~The minimum standards for facilities used for captivity of legally acquired bears shall include the following:~~

~~(1) Enclosure. The bear must be maintained in a stationary, permanent metal cage constructed of iron or steel bars at least one fourth inch in diameter, or of heavy gauge chainlink steel fencing, of dimensions not less than eight feet by 12 feet by six feet. The gate of such cage shall be equipped with a lock or with a safety catch. The cage shall have a concrete floor in which there shall be a drainable pool at least one and one half feet deep containing not less than 18 square feet. There shall be running water provided immediately adjacent to the cage to provide for flushing the floor and for changing the pool during hot weather. The cage shall be located within a shaded area during the mid-day and afternoon hours of the summer months. The cage shall also include a den not smaller than five feet by five feet by four feet, which shall be constructed in such a manner that it may be cleaned regularly.~~

~~(2) Sanitation. The floor of the cage shall be flushed daily with clean water. The enclosed den shall be flushed weekly. Disinfectant shall be used to flush the entire cage and den every 60 days. The cage shall have a removable food trough which shall be cleaned daily. Adequate food shall be available to the bear at all times.~~

~~(3) Prohibited acts. It shall be unlawful to use collars, chains or stakes to confine a bear except as a temporary safety device. The use of lumber or timber in the outer cage shall be strictly prohibited.~~

~~(4) Enrichment Required. Public display of bears at authorized businesses must include documented species appropriate enrichment procedures as approved by the Animal Control Department to promote well being.~~

~~(5) Enforcement. These minimum standards shall be enforced by the Cherokee Indian Police Department, the Natural Resource Enforcement or the Department of Agriculture.~~

~~(6) No licensee shall sell or giveaway any size salamander or a turtle less than four inches in size.~~

~~(7) Violation of this section shall result in a fine not to exceed \$5,000.00.~~

Henceforth no bear shall be caged or held in captivity for the purpose of exhibiting the bear to the public by any person or business within the territorial jurisdiction of the Eastern Band of Cherokee Indians. Violation of this section is a crime punishable pursuant to Section 19-15(c). Any such bear previously held in captivity under this prior Section 19-16(1) through (7) shall be safely and humanely transferred to an animal sanctuary off the territorial lands of the Eastern Band of Cherokee Indians. The Cherokee Animal Control Department shall work with any previous bear owners to supervise and coordinate such safe and humane transfer, which shall occur within 30 days of the ratification of this Ordinance by the Principal Chief.

BE IT FURTHER ORDAINED that this ordinance is effective upon ratification of the Principal Chief.

BE IT FINALLY ORDAINED that all prior inconsistent ordinances are rescinded.

Submitted by:
Mary Crowe
P.O. Box 2287
Cherokee, NC
28719
828-788-1809
missykoga@gmail.com

Date: MAY 07 2026

ORDINANCE NO.: 184 (2026)

An ordinance amending Chapter 19 regarding caging bears on Tribal lands.

- WHEREAS Section 23 of the EBCI Charter and Governing Document vests Tribal Council with the power to adopt laws and regulations for the general government of the Tribe; and
- WHEREAS caring for and living with and among our native bears has a long and storied tradition; and
- WHEREAS the bears were the first to meet in council in their townhouse under Kuwohi, the mulberry place (Mooney, Myths of the Cherokee p. 250); and
- WHEREAS the bears are transformed Cherokee of the old clan of the Ani-Tsagui, and their chief is the White Bear, who lives at Kuwohi near the enchanted lake of Atagahi, to which the wounded bears would go to be cured of their hurts (Mooney p. 264); and
- WHEREAS under Kuwohi the bears hold dances every fall before retiring to their dens for the winter (Mooney p. 264); and
- WHEREAS being really human, they can talk if only they would, and once a mother bear was heard singing to her cub in words which the hunter understood (Mooney p. 264); and
- WHEREAS caging these highly intelligent animals, who are so important to our Tribal people through history, in sad concrete pens, is a relic of the past and needs to be remedied; and
- WHEREAS the practice of caging these bears has been a blight on our Tribe, making this action necessary today.

NOW THEREFORE BE IT ORDAINED that Tribal Council in Annual Council assembled and with a quorum of Council members present as provided by law hereby adopts the following Ordinance amendment to Chapter 19 of the Cherokee Code:

Sec. 19-15. - Caging of animals.

(a) It shall be unlawful for any person or business enterprise to cage wildlife, livestock or domestic animals within the territorial jurisdiction of the Eastern Band of Cherokee Indians except in compliance with this Chapter and any rules promulgated for the administration of this Chapter, as well as with the Animal Welfare Act, Pub. L. 91-579, 7 U.S.C. 2131-2156, and all federal regulations promulgated thereunder.

(b) Violation of this Section shall result in a fine not to exceed \$5,000.00.

(c) Any person or business within the territorial jurisdiction of the Eastern Band of Cherokee Indians who shall cage or hold in captivity any bear for the purpose of exhibiting the bear to the public shall be guilty of a crime punishable by imprisonment of up to one year or a fine not to exceed \$5,000 or both.

Sec. 19-16. - Black bears.

~~The minimum standards for facilities used for captivity of legally acquired bears shall include the following:~~

~~(1) Enclosure. The bear must be maintained in a stationary, permanent metal cage constructed of iron or steel bars at least one fourth inch in diameter, or of heavy gauge chainlink steel fencing, of dimensions not less than eight feet by 12 feet by six feet. The gate of such cage shall be equipped with a lock or with a safety catch. The cage shall have a concrete floor in which there shall be a drainable pool at least one and one-half feet deep containing not less than 18 square feet. There shall be running water provided immediately adjacent to the cage to provide for flushing the floor and for changing the pool during hot weather. The cage shall be located within a shaded area during the mid-day and afternoon hours of the summer months. The cage shall also include a den not smaller than five feet by five feet by four feet, which shall be constructed in such a manner that it may be cleaned regularly.~~

~~(2) Sanitation. The floor of the cage shall be flushed daily with clean water. The enclosed den shall be flushed weekly. Disinfectant shall be used to flush the entire cage and den every 60 days. The cage shall have a removable food trough which shall be cleaned daily. Adequate food shall be available to the bear at all times.~~

~~(3) Prohibited acts. It shall be unlawful to use collars, chains or stakes to confine a bear except as a temporary safety device. The use of lumber or timber in the outer cage shall be strictly prohibited.~~

~~(4) Enrichment Required. Public display of bears at authorized businesses must include documented species appropriate enrichment procedures as approved by the Animal Control Department to promote well being.~~

~~(5) Enforcement. These minimum standards shall be enforced by the Cherokee Indian Police Department, the Natural Resource Enforcement or the Department of Agriculture.~~

~~(6) No licensee shall sell or giveaway any size salamander or a turtle less than four inches in size.~~

~~(7) Violation of this section shall result in a fine not to exceed \$5,000.00.~~

Henceforth no bear shall be caged or held in captivity for the purpose of exhibiting the bear to the public by any person or business within the territorial jurisdiction of the Eastern Band of Cherokee Indians. Violation of this section is a crime punishable pursuant to Section 19-15(c). Any such bear previously held in captivity under this prior Section 19-16(1) through (7) shall be safely and humanely transferred to an animal sanctuary off the territorial lands of the Eastern Band of Cherokee Indians. The Cherokee Animal Control Department shall work with any previous bear owners to supervise and coordinate such safe and humane transfer, which shall occur within 30 days of the ratification of this Ordinance by the Principal Chief.

BE IT FURTHER ORDAINED that this ordinance is effective upon ratification of the Principal Chief.

BE IT FINALLY ORDAINED that all prior inconsistent ordinances are rescinded.

Submitted by:
Mary Crowe
P.O. Box 2287
Cherokee, NC
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828-788-1809
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Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5063

Agenda Date: 5/7/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 6.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: _____

ORDINANCE NO.: _____ (2026)

An ordinance to clarify and correct the Cherokee Code to reflect the intent of Tribal Council concerning the use of UTV's on approved roads.

WHEREAS, Tribal Council has the power and authority to define and change criminal laws within the Cherokee Code to fit the needs of the Eastern Band of Cherokee Indians; and

WHEREAS, Cherokee Code Chapter 20 provides for the use and restrictions associated with UTV's on approved roads within the Boundary; and

WHEREAS, Cherokee Code 20-308 provides that "UTVs operated on UTV-Allowed roads shall be operated in accord with applicable law and rules of the road as would apply to passenger motor vehicles on such roads"; and

WHEREAS, this provision can be interpreted to mean that all the rules of passenger motor vehicles traveling on the road, to include registration requirements, apply to UTV's while on the roads as well; and

WHEREAS, to alleviate any confusion or ambiguity, the Cherokee Code needs to be amended.

NOW THEREFORE BE IT ORDAINED, by the Tribal Council of the Eastern Band of Cherokee Indians, in council assembled, at which a quorum is present, the Cherokee Code is hereby amended as follows:

Sec. 20-308. Rules of the road apply.

- (a) UTVs operated on UTV-Allowed roads shall be operated in accord with applicable law and rules of ~~this Article, the road as would apply to passenger motor vehicles on such roads.~~ At all times and at all locations, UTVs shall be operated in a reasonable and prudent manner.
- (b) Firearms may not be used or carried on UTVs on Tribal Reserve property except as authorized by Tribal law for hunting purposes or as otherwise allowed by Tribal law.
- (c) If the Tribe has posted directional signs, trail signs, hours of operation, entrance and exit routes, and other information, those signs and information must be obeyed.
- (d) UTVs may cross streams only at designated fording points or where the road or trail crosses the stream.

- 1 (e) UTVs that are not registered for use on UTV-Allowed roads shall not be used on
2 paved roads except to cross them at designated points, and along the shoulder of
3 paved roads designated and posted by the Tribe as trail linking routes.
- 4 (f) UTV operators should respect other users. Operators should slow down or stop
5 their UTV when they approach others on a trail or dirt road. UTV operators
6 overtaking others should do so slowly and with a wide berth. UTV operators
7 should yield the right of way to those passing them or traveling uphill. UTV
8 operators should yield the right of way to pedestrians, mountain bikers and horses.
- 9 (g) UTV operators should leave gates as they find them and should respect private
10 land.
- 11 (h) UTVs should not be used in wet areas or during wet conditions if such use will
12 cause a significant disturbance of or damage to the soil.
- 13 (i) Littering by any person on Tribal Reserve property or any other location, is
14 prohibited.
- 15 (j) UTVs shall not widen single-track trails by being forced down the trail.
- 16 (k) Persons using UTVs should treat others courteously and should not use obscene
17 or profane language, gestures, or abusive behavior.
- 18 (l) UTVs shall not be used to intentionally chase or disturb wildlife.
- 19
20

21 BE IT FINALLY ORDAINED, that all ordinances and resolutions inconsistent with this
22 ordinance are rescinded for crimes committed subsequent to ratification of this
23 ordinance. This ordinance shall become effective upon ratification by the
24 Principal Chief.

25

26 *Submitted by Chief of Police, Carla Neadeau.*

TABLED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: MAY 07 2026

ORDINANCE NO.: 186 (2026)

An ordinance to clarify and correct the Cherokee Code to reflect the intent of Tribal Council concerning the use of UTV's on approved roads.

WHEREAS, Tribal Council has the power and authority to define and change criminal laws within the Cherokee Code to fit the needs of the Eastern Band of Cherokee Indians; and

WHEREAS, Cherokee Code Chapter 20 provides for the use and restrictions associated with UTV's on approved roads within the Boundary; and

WHEREAS, Cherokee Code 20-308 provides that "UTVs operated on UTV-Allowed roads shall be operated in accord with applicable law and rules of the road as would apply to passenger motor vehicles on such roads"; and

WHEREAS, this provision can be interpreted to mean that all the rules of passenger motor vehicles traveling on the road, to include registration requirements, apply to UTV's while on the roads as well; and

WHEREAS, to alleviate any confusion or ambiguity, the Cherokee Code needs to be amended.

NOW THEREFORE BE IT ORDAINED, by the Tribal Council of the Eastern Band of Cherokee Indians, in council assembled, at which a quorum is present, the Cherokee Code is hereby amended as follows:

Sec. 20-308. Rules of the road apply.

- (a) UTVs operated on UTV-Allowed roads shall be operated in accord with applicable law and rules of ~~this Article. the road as would apply to passenger motor vehicles on such roads.~~ At all times and at all locations, UTVs shall be operated in a reasonable and prudent manner.
- (b) Firearms may not be used or carried on UTVs on Tribal Reserve property except as authorized by Tribal law for hunting purposes or as otherwise allowed by Tribal law.
- (c) If the Tribe has posted directional signs, trail signs, hours of operation, entrance and exit routes, and other information, those signs and information must be obeyed.
- (d) UTVs may cross streams only at designated fording points or where the road or trail crosses the stream.

- 1 (e) UTVs that are not registered for use on UTV-Allowed roads shall not be used on
2 paved roads except to cross them at designated points, and along the shoulder of
3 paved roads designated and posted by the Tribe as trail linking routes.
- 4 (f) UTV operators should respect other users. Operators should slow down or stop
5 their UTV when they approach others on a trail or dirt road. UTV operators
6 overtaking others should do so slowly and with a wide berth. UTV operators
7 should yield the right of way to those passing them or traveling uphill. UTV
8 operators should yield the right of way to pedestrians, mountain bikers and horses.
- 9 (g) UTV operators should leave gates as they find them and should respect private
10 land.
- 11 (h) UTVs should not be used in wet areas or during wet conditions if such use will
12 cause a significant disturbance of or damage to the soil.
- 13 (i) Littering by any person on Tribal Reserve property or any other location, is
14 prohibited.
- 15 (j) UTVs shall not widen single-track trails by being forced down the trail.
- 16 (k) Persons using UTVs should treat others courteously and should not use obscene
17 or profane language, gestures, or abusive behavior.
- 18 (l) UTVs shall not be used to intentionally chase or disturb wildlife.

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25
26

BE IT FINALLY ORDAINED, that all ordinances and resolutions inconsistent with this ordinance are rescinded for crimes committed subsequent to ratification of this ordinance. This ordinance shall become effective upon ratification by the Principal Chief.

Submitted by Chief of Police, Carla Neadeau.



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5086

Agenda Date: 6/4/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 7.)



CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: _____

ORDINANCE NO. _____ (2026)

An ordinance creating Cherokee Code Chapter 41 defining the different types of ownership of a possessory holding.

WHEREAS, the Tribe has long practiced and adopted the different types of joint ownership in a possessory holding such as tenancy by the entirety between enrolled spouses and tenancy in common between two or more owners of a possessory holding; and

WHEREAS, this practice has never been codified in the Cherokee Code; and

WHEREAS, it would be helpful for the public and for Tribal government agencies to amend the Cherokee Code to provide guidance and definition for the different types of joint ownership in a possessory holding; and

WHEREAS, the Tribal Lands Committee held its regularly scheduled meeting on May 13, 2026, and voted to submit this ordinance to Tribal Council to amend the Cherokee Code to provide guidance and definition for the different types of joint ownership in possessory holdings.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that the Cherokee Code is amended as follows:

Chapter 41 Types of Joint Ownership in Possessory Holdings

Article 1.

Definitions and General Provisions.

§ 41-1. Definitions.

For the purposes of this Chapter, the following definitions apply:

(1) Actual ouster. - An entry onto or possession of the possessory holding by a cotenant that is a clear, positive, and unequivocal act, equivalent to an open denial of another cotenant's rights or ownership in the possessory holding and putting the other cotenant out of seisin.

(2) Conveyance. - A transfer of ownership in a possessory holding by deed or devise or other instrument.

(3) Income. - Rents and profits from a possessory holding.

(4) Possessory holding. - An interest in Tribal land, granted by the Tribe to an individual enrolled member of the Tribe, a group of enrolled members, or a First Generation Descendant as defined by Cherokee Code Section 28-2, giving the authority to use and occupy a specific parcel or parcels of Tribal lands pursuant to Tribal ordinance and resolution, but maintaining, if applicable, legal ownership in trust by the federal

1 government for the benefit of the Tribe and reserving to the Tribe certain rights regarding
2 the parcel or parcels.

3 (5) Spouses. - Two individuals then legally married to each other.

4 (6) Cotenant. - A cotenant of a tenant in common.

5
6 Sections 41-2 through 41-10 are Reserved.

7
8 Article 2.

9 Tenancy by the Entirety.

10 § 41-11. Creation of tenancy by the entirety.

11 (a) Unless a contrary intention is expressed in the conveyance, a conveyance of possessory
12 holding, or any interest in a possessory holding, to spouses vests ownership of the possessory
13 holding in them as tenants by the entirety, provided that both individuals are enrolled members
14 of the Tribe, when the conveyance is to one of the following:

15 (1) A named individual "and wife."

16 (2) A named individual "and husband."

17 (3) A named individual "and spouse."

18 (4) Two named individuals, married to each other at the time of conveyance, whether or
19 not identified in the conveyance as being (i) husband and wife, (ii) spouses, or (iii)
20 married to each other.

21 (b) A conveyance by a grantor of possessory holding, or any interest in possessory holding, to the
22 grantor and their spouse vests the possessory holding in them as tenants by the entirety, unless
23 a contrary intention is expressed in the conveyance, provided that both individuals are enrolled
24 members of the Tribe.

25
26 § 41-12. Presumption of gift by spouse furnishing consideration.

27 Except for purposes of equitable distribution, when an individual furnishing the consideration for
28 possessory holding causes ownership to be placed in the name of the individual and the individual's
29 spouse, there is a presumption of a gift to the individual's spouse of an entirety interest, which is
30 rebuttable by clear, cogent, and convincing evidence.

31
32 § 41-13. Possession and control of entireties' possessory holding.

33 (a) Spouses shall have an equal right to the control, use, possession, and income from a possessory
34 holding held by them as tenants by the entirety.

35 (b) Neither spouse may sell, lease, mortgage, transfer, convey, sign, or in any manner encumber
36 any possessory holding held by them as tenants by the entirety without the written joinder of
37 the other spouse.

38
39 § 41-14. Termination of tenancy by the entirety other than upon death of a spouse; effects of
40 termination.

41 Events terminating a tenancy by the entirety other than the death of a spouse and the effects of
42 termination include the following:

43 (1) The voluntary sale and conveyance of a possessory holding held as tenants by the entirety
44 to a third party, including a foreclosure sale pursuant to a power of sale in a deed of trust.
45 Proceeds of the sale, including surplus funds generated from a foreclosure sale, are personal
46 property held by the spouses as tenants in common.

- 1 (2) The voluntary partition between the spouses executing a joint instrument conveying the
2 possessory holding held as tenants by the entirety to themselves as tenants in common or
3 in severalty.
4 (4) The conveyance from one spouse to the other spouse of his or her interest in the possessory
5 holding held as tenants by the entirety. The conveyance vests the possessory holding or
6 interest formerly held as tenants by the entirety in the other spouse.
7 (5) An absolute divorce of the spouses. An absolute divorce converts possessory holding held
8 as tenants by the entirety to a tenancy in common.
9

10 § 41-15. Termination of tenancy by the entirety upon death of a spouse.

- 11 (a) Except as provided in subsection (b) of this section, upon the death of a spouse, the possessory
12 holding held as tenants by the entirety belongs to the surviving spouse by right of purchase
13 under the original grant or devise and by virtue of survivorship. The deceased spouse has no
14 ownership interest in a possessory holding which is descendable or divisible.
15 (b) Where a slayer, as defined in N.C.G.S. 31A-3(3) as amended, and decedent hold a possessory
16 holding as tenants by the entirety, the possessory holding shall pass upon the death of the
17 decedent to the decedent's heirs or devisees.
18

19 Sections 41-16 through 41-20 are Reserved.
20

21 Article 2.
22 Joint Tenancy.
23

24 § 41-21. Creation of a joint tenancy with right of survivorship.

- 25 (a) A conveyance to two or more persons creates a joint tenancy with right of survivorship if the
26 instrument expresses an intent to create a joint tenancy with right of survivorship. The
27 following words in the instrument shall be deemed to express an intent to create a joint tenancy
28 with right of survivorship unless the instrument otherwise provides: "joint tenants with right
29 of survivorship," "JTROS", "joint tenants," "joint tenancy," "tenants in common with right of
30 survivorship," "joint with right of survivorship," "with right of survivorship."
31 (b) If the conveyance does not express the intent described in subsection (a) of this section, then
32 the conveyance creates a tenancy in common.
33 (c) Nothing in this Article prohibits joint tenants from entering into any agreement with regard to
34 the possessory holding held in joint tenancy, including, without limitation, an agreement that
35 notice must be given to other joint tenants before any joint tenant terminates the joint tenancy.
36

37 § 41-22. Determination of the interests of joint tenants in a joint tenancy with right of survivorship.

- 38 (a) The interests of joint tenants in a joint tenancy with right of survivorship shall be deemed to be
39 equal unless otherwise provided in the instrument of conveyance.
40 (b) This section shall apply to any conveyance of an interest in the possessory holding created at
41 any time that explicitly seeks to create an unequal ownership interest in a joint tenancy with
42 right of survivorship.
43

44 § 41-23. Termination of a joint tenancy with right of survivorship.

- 45 (a) Events terminating a joint tenancy with right of survivorship due to the collective action of all
46 joint tenants include the following:

1 (1) The conveyance to a third party by all of the joint tenants of all of their interests in the
2 possessory holding held in the joint tenancy, including a foreclosure sale pursuant to a
3 power of sale in a deed of trust.

4 (2) The execution of an instrument with a third party by all of the joint tenants that does
5 not convey all of their interests in the possessory holding held in the joint tenancy to
6 the third party, including a lease, executory contract of sale, option to purchase, or deed
7 of trust, and an intention to terminate expressly appears in the instrument.

8 (3) The execution of an instrument by all joint tenants for the purpose of expressing an
9 intent to terminate the joint tenancy.

10 (b) Events terminating a joint tenancy with right of survivorship due to the unilateral action of a
11 joint tenant include the following:

12 (1) The conveyance to a third party by a joint tenant of all of that joint tenant's interest in
13 the possessory holding held in the joint tenancy, including a foreclosure sale pursuant
14 to a power of sale in a deed of trust.

15 (2) The execution of an instrument with a third party by a joint tenant that does not convey
16 all of that joint tenant's interest to the third party, including a lease, executory contract
17 of sale, option to purchase, or deed of trust, and an intention to terminate expressly
18 appears in the instrument.

19 (3) The execution of an instrument by a joint tenant where the joint tenant is both the
20 grantor and the grantee if the intention to terminate expressly appears in the instrument.
21 A termination under this subdivision is effective only upon the recording at the Tribal
22 Realty Services Office, prior to the death of the joint tenant, of an instrument expressing
23 an intent to terminate the joint tenancy.

24 (c) When a termination occurs, a tenancy in common is created as follows:

25 (1) If a termination occurs under subdivision (1) of subsection (a) of this section because
26 of the conveyance of all of the joint tenants' interests to a third party, a tenancy in
27 common is created among the tenants as to any proceeds of sale or surplus funds
28 generated from a foreclosure sale.

29 (2) If a termination occurs because of the execution by all of the joint tenants of an
30 instrument described in subdivision (2) or (3) of subsection (a) of this section, a tenancy
31 in common is created among the tenants.

32 (3) If a termination occurs under subdivision (1) of subsection (b) of this section because
33 one of the joint tenants conveys all of that joint tenant's interest to a third party and
34 there are only two joint tenants, a tenancy in common is created between the third party
35 and the other joint tenant. If there are more than two joint tenants and one of the joint
36 tenants conveys all of that joint tenant's interests to a third party, a tenancy in common
37 is created among the third party and the remaining joint tenants, who continue as joint
38 tenants with right of survivorship as between or among themselves.

39
40 Sections 41-24 through 41-30 are Reserved.

41
42 Article 3.
43 Tenancy in Common.

44
45 § 41-31. Nature of tenancy in common, in general.

46 Tenancy in common ownership includes the following characteristics:

- 1 (1) Two or more persons hold separate undivided interests in the possessory holding.
- 2 (2) The interests of all cotenants in the possessory holding are deemed to be equal unless
- 3 otherwise specified in the instrument of conveyance. Interests of cotenants in the
- 4 possessory holding acquired by intestacy are as determined under Cherokee Code Chapter
- 5 28.
- 6 (3) Cotenants hold by several and distinct ownership with each cotenant having a right to
- 7 possession of the possessory holding.
- 8 (4) Cotenants need not take ownership of a possessory holding from the same instrument or at
- 9 the same time.
- 10 (5) Cotenants do not have a right of survivorship.

11 § 41-32. Creation of a tenancy in common.

12 (a) A tenancy in common is created by a conveyance that meets one of the following criteria:

- 13 (1) The conveyance is to two or more grantees and expresses an intent that the grantees
- 14 hold separate undivided interests in the possessory holding;
- 15 (2) The conveyance is to one or more grantees and expresses an intent that the grantor and
- 16 the grantee or grantees hold separate undivided interests in the possessory holding; or
- 17 (3) The conveyance does not express an intent described in subdivision (1) or (2) of this
- 18 subsection and, with nothing else appearing, does not under the circumstances create
- 19 an ownership interest in the possessory holding other than a tenancy in common.

20 (b) The following words in the instrument shall be deemed to express an intent to create a tenancy

21 in common unless the instrument provides otherwise: "equal portions," "equally divided,"

22 "share and share alike," "share equally," "their respective portions."

23 (c) An interest in the possessory holding held by cotenants who subsequently marry each other

24 remains held by tenancy in common unless by separate instrument the spouses convey the

25 interest to themselves to create a tenancy by the entirety or a joint tenancy with right of

26 survivorship.

27 (d) A tenancy in common may be created by operation of law, including the following:

- 28 (1) When two or more individuals take undivided interests in possessory holding upon
- 29 intestate succession.
- 30 (2) Upon termination of a joint tenancy with right of survivorship.
- 31 (3) Upon termination of a tenancy by the entirety by voluntary sale or conveyance,
- 32 voluntary partition, or divorce.

33 § 41-32. Possession of possessory holdings held as cotenants.

34 (a) Each cotenant has a right to enter upon the possessory holding and to occupy and use it subject

35 to the rights of all other cotenants.

36 (b) The possession of one cotenant is the possession of any other cotenant. Unless an actual ouster

37 occurs, one cotenant cannot bring an action against another cotenant for taking possession of

38 the possessory holding as to which each has a right of possession as a cotenant.

39 § 41-33. Authority to bind another cotenant.

40 An act by a cotenant in relation to the possessory holding (i) cannot bind another cotenant with

41 respect to a third party unless it was previously authorized or subsequently ratified by the other

42 cotenant and (ii) is presumed to have been done by authority and for the benefit of the other

43 cotenant.

1
2 § 41-34. Rents and profits from possessory holdings held as cotenants.

3 (a) Cotenants share proportionally in the rents and profits of the possessory holding received from
4 third parties according to their respective interests in the possessory holding.

5 (b) If a tenant in common has received more than that tenant in common's share of the rents and
6 profits from the possessory holding, a cotenant may bring an action for an accounting to
7 recover the cotenant's share of the rents and profits.

8
9 § 41-35. Reimbursement of a cotenant.

10 (a) A cotenant who makes necessary repairs to the possessory holding is entitled to contribution
11 from all other cotenants for those repairs unless one of the following applies:

12 (1) Exclusive possession. - The repairs were made by the cotenant during a period when
13 that cotenant had exclusive possession of the possessory holding.

14 (2) Income producing possessory holdings. - The cotenant is entitled to a credit for
15 necessary repairs made by that cotenant in an action for partition where the other
16 cotenant seeks an accounting of rents and profits from the possessory holding.

17 (b) A cotenant who makes improvements to the possessory holding is not entitled to contribution
18 from the other cotenant or a credit in an action where the other cotenant seeks an accounting
19 of rents and profits from the possessory holding for those improvements.

20 (c) A cotenant who pays taxes due or interest on an existing encumbrance of the possessory holding
21 is entitled to reimbursement from the other cotenant for the amount paid; except that no
22 entitlement to reimbursement exists for interest paid on an existing encumbrance for any period
23 during which the cotenant who paid interest is in exclusive possession of the possessory
24 holding.

25
26 § 41-36. Modification by agreement.

27 Nothing in this Article shall be deemed to prohibit cotenants from entering into an agreement with
28 respect to the possessory holding, including possession, sharing rents and profits, reimbursement
29 related to the possessory holding, and the authority of a cotenant to bind another cotenant.

30
31 § 41-37. Actual ouster; action to compel admission of ousted cotenant into possession.

32 A cotenant claiming ouster by another cotenant may bring an action, other than an action for
33 partition, seeking to compel the cotenant in possession to admit the ousted cotenant into
34 possession.

35
36 § 41-38. Alienation of a cotenant's undivided interest in the possessory holding.

37 (a) Each cotenant may convey, lease, mortgage, place a deed of trust on, or place a lien on that
38 cotenant's undivided interest in the possessory holding without the joinder of any other
39 cotenant.

40 (b) The grantee of a cotenant's interest in the possessory holding acquires only the interest of the
41 grantor and becomes a cotenant, even if the instrument of conveyance purports to convey the
42 whole possessory holding ownership interest.

43
44 § 41-39. Rights of creditors in possessory holdings held by tenancy in common.

1 (a) The interest of a cotenant in the possessory holdings may be sold pursuant to a proceeding for
2 satisfaction of a debt to a creditor under a power of sale in a mortgage or deed of trust against
3 that cotenant's interest in the possessory holding.

4 (b) A sale of an interest of a cotenant as described in subsection (a) of this section does not affect
5 another cotenant's interest in the possessory holding.

6
7 § 41-40. Termination of a tenancy in common.

8 Events terminating a tenancy in common include the following:

9 (1) Voluntary partition of the possessory holding among cotenants executing one or more
10 instruments conveying the possessory holding held as cotenants to themselves in separate
11 tracts.

12 (2) Conveyance of all interests in the possessory holding to one grantee.

13
14 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
15 rescinded and this ordinance shall become effective when ratified by the Principal
16 Chief.

17
18 *Submitted by Lands Committee*

Date: JUN 04 2026

ORDINANCE NO. 210 (2026)

An ordinance creating Cherokee Code Chapter 41 defining the different types of ownership of a possessory holding.

WHEREAS, the Tribe has long practiced and adopted the different types of joint ownership in a possessory holding such as tenancy by the entirety between enrolled spouses and tenancy in common between two or more owners of a possessory holding; and

WHEREAS, this practice has never been codified in the Cherokee Code; and

WHEREAS, it would be helpful for the public and for Tribal government agencies to amend the Cherokee Code to provide guidance and definition for the different types of joint ownership in a possessory holding; and

WHEREAS, the Tribal Lands Committee held its regularly scheduled meeting on May 13, 2026, and voted to submit this ordinance to Tribal Council to amend the Cherokee Code to provide guidance and definition for the different types of joint ownership in possessory holdings.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that the Cherokee Code is amended as follows:

Chapter 41 Types of Joint Ownership in Possessory Holdings

Article 1.

Definitions and General Provisions.

§ 41-1. Definitions.

For the purposes of this Chapter, the following definitions apply:

- (1) Actual ouster. - An entry onto or possession of the possessory holding by a cotenant that is a clear, positive, and unequivocal act, equivalent to an open denial of another cotenant's rights or ownership in the possessory holding and putting the other cotenant out of seisin.
- (2) Conveyance. - A transfer of ownership in a possessory holding by deed or devise or other instrument.
- (3) Income. - Rents and profits from a possessory holding.
- (4) Possessory holding. - An interest in Tribal land, granted by the Tribe to an individual enrolled member of the Tribe, a group of enrolled members, or a First Generation Descendant as defined by Cherokee Code Section 28-2, giving the authority to use and occupy a specific parcel or parcels of Tribal lands pursuant to Tribal ordinance and resolution, but maintaining, if applicable, legal ownership in trust by the federal

1 government for the benefit of the Tribe and reserving to the Tribe certain rights regarding
2 the parcel or parcels.

3 (5) Spouses. - Two individuals then legally married to each other.

4 (6) Cotenant. - A cotenant of a tenant in common.

5
6 Sections 41-2 through 41-10 are Reserved.

7
8 Article 2.

9 Tenancy by the Entirety.

10 § 41-11. Creation of tenancy by the entirety.

11 (a) Unless a contrary intention is expressed in the conveyance, a conveyance of possessory
12 holding, or any interest in a possessory holding, to spouses vests ownership of the possessory
13 holding in them as tenants by the entirety, provided that both individuals are enrolled members
14 of the Tribe, when the conveyance is to one of the following:

15 (1) A named individual "and wife."

16 (2) A named individual "and husband."

17 (3) A named individual "and spouse."

18 (4) Two named individuals, married to each other at the time of conveyance, whether or
19 not identified in the conveyance as being (i) husband and wife, (ii) spouses, or (iii)
20 married to each other.

21 (b) A conveyance by a grantor of possessory holding, or any interest in possessory holding, to the
22 grantor and their spouse vests the possessory holding in them as tenants by the entirety, unless
23 a contrary intention is expressed in the conveyance, provided that both individuals are enrolled
24 members of the Tribe.

25
26 § 41-12. Presumption of gift by spouse furnishing consideration.

27 Except for purposes of equitable distribution, when an individual furnishing the consideration for
28 possessory holding causes ownership to be placed in the name of the individual and the individual's
29 spouse, there is a presumption of a gift to the individual's spouse of an entirety interest, which is
30 rebuttable by clear, cogent, and convincing evidence.

31
32 § 41-13. Possession and control of entireties' possessory holding.

33 (a) Spouses shall have an equal right to the control, use, possession, and income from a possessory
34 holding held by them as tenants by the entirety.

35 (b) Neither spouse may sell, lease, mortgage, transfer, convey, sign, or in any manner encumber
36 any possessory holding held by them as tenants by the entirety without the written joinder of
37 the other spouse.

38
39 § 41-14. Termination of tenancy by the entirety other than upon death of a spouse; effects of
40 termination.

41 Events terminating a tenancy by the entirety other than the death of a spouse and the effects of
42 termination include the following:

43 (1) The voluntary sale and conveyance of a possessory holding held as tenants by the entirety
44 to a third party, including a foreclosure sale pursuant to a power of sale in a deed of trust.
45 Proceeds of the sale, including surplus funds generated from a foreclosure sale, are personal
46 property held by the spouses as tenants in common.

- 1 (2) The voluntary partition between the spouses executing a joint instrument conveying the
2 possessory holding held as tenants by the entirety to themselves as tenants in common or
3 in severalty.
4 (4) The conveyance from one spouse to the other spouse of his or her interest in the possessory
5 holding held as tenants by the entirety. The conveyance vests the possessory holding or
6 interest formerly held as tenants by the entirety in the other spouse.
7 (5) An absolute divorce of the spouses. An absolute divorce converts possessory holding held
8 as tenants by the entirety to a tenancy in common.
9

10 § 41-15. Termination of tenancy by the entirety upon death of a spouse.

- 11 (a) Except as provided in subsection (b) of this section, upon the death of a spouse, the possessory
12 holding held as tenants by the entirety belongs to the surviving spouse by right of purchase
13 under the original grant or devise and by virtue of survivorship. The deceased spouse has no
14 ownership interest in a possessory holding which is descendable or divisible.
15 (b) Where a slayer, as defined in N.C.G.S. 31A-3(3) as amended, and decedent hold a possessory
16 holding as tenants by the entirety, the possessory holding shall pass upon the death of the
17 decedent to the decedent's heirs or devisees.
18

19 Sections 41-16 through 41-20 are Reserved.

20
21 Article 2.
22 Joint Tenancy.
23

24 § 41-21. Creation of a joint tenancy with right of survivorship.

- 25 (a) A conveyance to two or more persons creates a joint tenancy with right of survivorship if the
26 instrument expresses an intent to create a joint tenancy with right of survivorship. The
27 following words in the instrument shall be deemed to express an intent to create a joint tenancy
28 with right of survivorship unless the instrument otherwise provides: "joint tenants with right
29 of survivorship," "JTROS", "joint tenants," "joint tenancy," "tenants in common with right of
30 survivorship," "joint with right of survivorship," "with right of survivorship."
31 (b) If the conveyance does not express the intent described in subsection (a) of this section, then
32 the conveyance creates a tenancy in common.
33 (c) Nothing in this Article prohibits joint tenants from entering into any agreement with regard to
34 the possessory holding held in joint tenancy, including, without limitation, an agreement that
35 notice must be given to other joint tenants before any joint tenant terminates the joint tenancy.
36

37 § 41-22. Determination of the interests of joint tenants in a joint tenancy with right of survivorship.

- 38 (a) The interests of joint tenants in a joint tenancy with right of survivorship shall be deemed to be
39 equal unless otherwise provided in the instrument of conveyance.
40 (b) This section shall apply to any conveyance of an interest in the possessory holding created at
41 any time that explicitly seeks to create an unequal ownership interest in a joint tenancy with
42 right of survivorship.
43

44 § 41-23. Termination of a joint tenancy with right of survivorship.

- 45 (a) Events terminating a joint tenancy with right of survivorship due to the collective action of all
46 joint tenants include the following:

- 1 (1) The conveyance to a third party by all of the joint tenants of all of their interests in the
2 possessory holding held in the joint tenancy, including a foreclosure sale pursuant to a
3 power of sale in a deed of trust.
4 (2) The execution of an instrument with a third party by all of the joint tenants that does
5 not convey all of their interests in the possessory holding held in the joint tenancy to
6 the third party, including a lease, executory contract of sale, option to purchase, or deed
7 of trust, and an intention to terminate expressly appears in the instrument.
8 (3) The execution of an instrument by all joint tenants for the purpose of expressing an
9 intent to terminate the joint tenancy.
10 (b) Events terminating a joint tenancy with right of survivorship due to the unilateral action of a
11 joint tenant include the following:
12 (1) The conveyance to a third party by a joint tenant of all of that joint tenant's interest in
13 the possessory holding held in the joint tenancy, including a foreclosure sale pursuant
14 to a power of sale in a deed of trust.
15 (2) The execution of an instrument with a third party by a joint tenant that does not convey
16 all of that joint tenant's interest to the third party, including a lease, executory contract
17 of sale, option to purchase, or deed of trust, and an intention to terminate expressly
18 appears in the instrument.
19 (3) The execution of an instrument by a joint tenant where the joint tenant is both the
20 grantor and the grantee if the intention to terminate expressly appears in the instrument.
21 A termination under this subdivision is effective only upon the recording at the Tribal
22 Realty Services Office, prior to the death of the joint tenant, of an instrument expressing
23 an intent to terminate the joint tenancy.
24 (c) When a termination occurs, a tenancy in common is created as follows:
25 (1) If a termination occurs under subdivision (1) of subsection (a) of this section because
26 of the conveyance of all of the joint tenants' interests to a third party, a tenancy in
27 common is created among the tenants as to any proceeds of sale or surplus funds
28 generated from a foreclosure sale.
29 (2) If a termination occurs because of the execution by all of the joint tenants of an
30 instrument described in subdivision (2) or (3) of subsection (a) of this section, a tenancy
31 in common is created among the tenants.
32 (3) If a termination occurs under subdivision (1) of subsection (b) of this section because
33 one of the joint tenants conveys all of that joint tenant's interest to a third party and
34 there are only two joint tenants, a tenancy in common is created between the third party
35 and the other joint tenant. If there are more than two joint tenants and one of the joint
36 tenants conveys all of that joint tenant's interests to a third party, a tenancy in common
37 is created among the third party and the remaining joint tenants, who continue as joint
38 tenants with right of survivorship as between or among themselves.

39
40 Sections 41-24 through 41-30 are Reserved.

41
42 Article 3.
43 Tenancy in Common.

44
45 § 41-31. Nature of tenancy in common, in general.
46 Tenancy in common ownership includes the following characteristics:

- 1 (1) Two or more persons hold separate undivided interests in the possessory holding.
- 2 (2) The interests of all cotenants in the possessory holding are deemed to be equal unless
- 3 otherwise specified in the instrument of conveyance. Interests of cotenants in the
- 4 possessory holding acquired by intestacy are as determined under Cherokee Code Chapter
- 5 28.
- 6 (3) Cotenants hold by several and distinct ownership with each cotenant having a right to
- 7 possession of the possessory holding.
- 8 (4) Cotenants need not take ownership of a possessory holding from the same instrument or at
- 9 the same time.
- 10 (5) Cotenants do not have a right of survivorship.

11
12 § 41-32. Creation of a tenancy in common.

13 (a) A tenancy in common is created by a conveyance that meets one of the following criteria:

- 14 (1) The conveyance is to two or more grantees and expresses an intent that the grantees
- 15 hold separate undivided interests in the possessory holding;
- 16 (2) The conveyance is to one or more grantees and expresses an intent that the grantor and
- 17 the grantee or grantees hold separate undivided interests in the possessory holding; or
- 18 (3) The conveyance does not express an intent described in subdivision (1) or (2) of this
- 19 subsection and, with nothing else appearing, does not under the circumstances create
- 20 an ownership interest in the possessory holding other than a tenancy in common.

21 (b) The following words in the instrument shall be deemed to express an intent to create a tenancy

22 in common unless the instrument provides otherwise: "equal portions," "equally divided,"

23 "share and share alike," "share equally," "their respective portions."

24 (c) An interest in the possessory holding held by cotenants who subsequently marry each other

25 remains held by tenancy in common unless by separate instrument the spouses convey the

26 interest to themselves to create a tenancy by the entirety or a joint tenancy with right of

27 survivorship.

28 (d) A tenancy in common may be created by operation of law, including the following:

- 29 (1) When two or more individuals take undivided interests in possessory holding upon
- 30 intestate succession.
- 31 (2) Upon termination of a joint tenancy with right of survivorship.
- 32 (3) Upon termination of a tenancy by the entirety by voluntary sale or conveyance,
- 33 voluntary partition, or divorce.

34
35 § 41-32. Possession of possessory holdings held as cotenants.

36 (a) Each cotenant has a right to enter upon the possessory holding and to occupy and use it subject

37 to the rights of all other cotenants.

38 (b) The possession of one cotenant is the possession of any other cotenant. Unless an actual ouster

39 occurs, one cotenant cannot bring an action against another cotenant for taking possession of

40 the possessory holding as to which each has a right of possession as a cotenant.

41
42 § 41-33. Authority to bind another cotenant.

43 An act by a cotenant in relation to the possessory holding (i) cannot bind another cotenant with

44 respect to a third party unless it was previously authorized or subsequently ratified by the other

45 cotenant and (ii) is presumed to have been done by authority and for the benefit of the other

46 cotenant.

1
2 § 41-34. Rents and profits from possessory holdings held as cotenants.

3 (a) Cotenants share proportionally in the rents and profits of the possessory holding received from
4 third parties according to their respective interests in the possessory holding.

5 (b) If a tenant in common has received more than that tenant in common's share of the rents and
6 profits from the possessory holding, a cotenant may bring an action for an accounting to
7 recover the cotenant's share of the rents and profits.

8
9 § 41-35. Reimbursement of a cotenant.

10 (a) A cotenant who makes necessary repairs to the possessory holding is entitled to contribution
11 from all other cotenants for those repairs unless one of the following applies:

12 (1) Exclusive possession. - The repairs were made by the cotenant during a period when
13 that cotenant had exclusive possession of the possessory holding.

14 (2) Income producing possessory holdings. - The cotenant is entitled to a credit for
15 necessary repairs made by that cotenant in an action for partition where the other
16 cotenant seeks an accounting of rents and profits from the possessory holding.

17 (b) A cotenant who makes improvements to the possessory holding is not entitled to contribution
18 from the other cotenant or a credit in an action where the other cotenant seeks an accounting
19 of rents and profits from the possessory holding for those improvements.

20 (c) A cotenant who pays taxes due or interest on an existing encumbrance of the possessory holding
21 is entitled to reimbursement from the other cotenant for the amount paid; except that no
22 entitlement to reimbursement exists for interest paid on an existing encumbrance for any period
23 during which the cotenant who paid interest is in exclusive possession of the possessory
24 holding.

25
26 § 41-36. Modification by agreement.

27 Nothing in this Article shall be deemed to prohibit cotenants from entering into an agreement with
28 respect to the possessory holding, including possession, sharing rents and profits, reimbursement
29 related to the possessory holding, and the authority of a cotenant to bind another cotenant.

30
31 § 41-37. Actual ouster; action to compel admission of ousted cotenant into possession.

32 A cotenant claiming ouster by another cotenant may bring an action, other than an action for
33 partition, seeking to compel the cotenant in possession to admit the ousted cotenant into
34 possession.

35
36 § 41-38. Alienation of a cotenant's undivided interest in the possessory holding.

37 (a) Each cotenant may convey, lease, mortgage, place a deed of trust on, or place a lien on that
38 cotenant's undivided interest in the possessory holding without the joinder of any other
39 cotenant.

40 (b) The grantee of a cotenant's interest in the possessory holding acquires only the interest of the
41 grantor and becomes a cotenant, even if the instrument of conveyance purports to convey the
42 whole possessory holding ownership interest.

43
44 § 41-39. Rights of creditors in possessory holdings held by tenancy in common.

- 1 (a) The interest of a cotenant in the possessory holdings may be sold pursuant to a proceeding for
2 satisfaction of a debt to a creditor under a power of sale in a mortgage or deed of trust against
3 that cotenant's interest in the possessory holding.
4 (b) A sale of an interest of a cotenant as described in subsection (a) of this section does not affect
5 another cotenant's interest in the possessory holding.

6
7 § 41-40. Termination of a tenancy in common.

8 Events terminating a tenancy in common include the following:

- 9 (1) Voluntary partition of the possessory holding among cotenants executing one or more
10 instruments conveying the possessory holding held as cotenants to themselves in separate
11 tracts.
12 (2) Conveyance of all interests in the possessory holding to one grantee.

13
14 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
15 rescinded and this ordinance shall become effective when ratified by the Principal
16 Chief.

17
18 *Submitted by Lands Committee*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5087

Agenda Date: 6/4/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Ordinance

Agenda Number: 8.)

2

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: _____

ORDINANCE NO. _____ (2026)

An ordinance creating Cherokee Code Chapter 47C establishing Tribal Realty Services in the Cherokee Code.

WHEREAS, Tribal Realty Services is the place for official recording of documents and other instruments affecting or describing ownership of interests in Tribal land, including, but not limited to, possessory holding transfers, residential and commercial leases, deed of trusts, and plats; and

WHEREAS, additionally, Tribal Realty Services drafts legal documents for the wider public such as transfer documents, estate resolutions, leases that comply with 25 C.F.R. Part 162, and plats; and

WHEREAS, Tribal Realty Services include Realty Services, Geographic Information Systems, and Surveying, however, Tribal Realty Services has not been recognized or authorized in the Cherokee Code; and

WHEREAS, the proposed ordinance would create Chapter 47C in the Cherokee Code and establish Tribal Realty Services; and

WHEREAS, Chapter 47C would additionally clearly place these responsibilities with Tribal Realty Services, as well as authorize them to promulgate certain rules and regulations to establish standards for the office such as recording standards for documents that affect interests in Tribal land, procedures for public record requests, document standards, and indexing standards.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that the Cherokee Code is amended as follows:

CHEROKEE CODE CHAPTER 47C

TRIBAL REALTY SERVICES

ARTICLE I.
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Sec. 47C-2. Establishment of Tribal Realty Service.

- 1 Sec. 47C-3. Duties.
2 Sec. 47C-4. Tribal Realty Director.
3 Sec. 47C-5. Acting Director authorized to act.
4 Sec. 47C-6. Official custodian of records.
5 Sec. 47C-7. Savings clause.
6 Sec. 47C-8. Public record law applies.
7 Sec. 47C-9. Title documents regarding improvements.
8 Sec. 47C-10. Recording gives notice and priority.
9 Sec. 47C-11. Exception for last will and testaments.
10 Sec. 47C-12. Recording of documents affecting interests in land.
11 Sec. 47C-13. Recording of originals and certified copies.
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13 Sec. 47C-15. General index kept.
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16 Sec. 47C-18. Modernization of title documents and land records.
17 Sec. 47C-19. Title documents not signed after one year of posting are void.
18 Sec. 47C-20. Uniform fees.
19 Sec. 47C-21. Tribal Realty Services rules and regulations.

20
21 **ARTICLE II**
22 **DEFINITIONS**
23

24 **Sec. 47C-1. – Definitions.**

- 25
26 (a) “Grantee” means any person or entity having the legal capacity, such as a mortgagor,
27 lessee, or buyer, who receives any interest in real property by assignment, deed, gift,
28 mortgage, lease, installment contract, rental agreement, or other agreement from a
29 grantor; such term shall include any person or entity on any instrument affecting real
30 property who is granted an interest in real property by another.
31
32 (b) “Grantor” means any other person or entity, such as a mortgagee, lessor, or seller, who
33 has an interest in real property and assigns, sells, mortgages, leases, conveys by
34 installment contract, rents, or otherwise transfers all or some of its interest in such real
35 property; such term shall include any person or entity on any instrument affecting real
36 property who grants an interest in real property to another.
37
38 (c) “Improvements” means buildings or structures of all kinds which are additions to the
39 land upon which they stand, whether permanent or not, and which may or may not
40 enhance the value of the land.
41
42 (d) “Owner” means the person recognized under Tribal law as having the right to have and
43 hold the thing at issue, and who may assert rights as the lawful possessor of a
44 possessory interest in Tribal trust land.
45
46 (e) “Person” means an individual or the Tribe.

- 1
2 (f) “Possessory interest” or “possessory holding” means an area or parcel of Tribal land
3 that has been assigned to or is recognized by the Tribal government as being the holding
4 of the Tribe, a Tribal member, or group of Tribal members, or their first-generation
5 heirs. The assignment or recognition grants to the holder of the interest certain rights,
6 enumerated in Tribal law, in the possessory interest.
7
8 (g) “Recording” or “recordation”, means the official acceptance of a document by Tribal
9 Realty Services. The purpose of recording is to provide evidence of a transaction, event,
10 or happening that affects the recognized ownership of possessory interests or holdings
11 in Tribal trust land, and particularly that affect the right to have and hold a possessory
12 interest in Tribal trust land; to preserve a record of the document; and to give notice of
13 the ownership and change of ownership or leasing as to possessory interests in Tribal
14 trust land, and the existence of encumbrances applicable to the possessory interest at
15 issue.
16
17 (h) “Title document” means any document that encumbers Tribal trust land or
18 improvements thereon, or that purports to affect the assignment or ownership of a
19 possessory interest or improvements thereon.
20
21 (i) “Transfer” means to sell, convey, pledge or give the thing at issue from one person to
22 another. The term “transfer” shall be construed broadly.
23
24 (j) “Tribal land” means real property owned or possessed by the Tribe, interests created
25 by the Tribe for its Tribal members, and includes that which is held in trust for the Tribe
26 by the United States.
27
28 (k) “Tribal member” means an enrolled member of the Eastern Band of Cherokee Indians.
29
30 (l) “Tribal trust land” means real property that is held in trust for the benefit of the Tribe
31 by the United States.
32
33 (m) “Tribe” means the Eastern Band of Cherokee Indians.
34

35 ARTICLE III.
36 TRIBAL REALTY SERVICES
37

38 Sec. 47C-2. Establishment of Tribal Realty Services.
39

40 There is hereby established Tribal Realty Services. Tribal Realty Services shall be the place
41 for official recording of title documents and other instruments affecting ownership of interests in
42 Tribal land.
43

44 Sec. 47C-3. Duties.
45

46 Tribal Realty Services shall have the following duties:

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- (a) It shall be the place for the official recording of instruments that affect possession of Tribal land.
 - (b) It shall be the place for the official recording of plats, surveys, and grants of rights of way and easements affecting Tribal land.
 - (c) It shall be the place for the official recording of other instruments for which recording is required or desired to provide legal notice of instruments affecting Tribal land.
 - (d) It shall be the place where Tribal members may request for title documents or instruments that affect an interest in a possessory holding or Tribal land to be drafted.
 - (e) Tribal Realty Services shall provide custody of, and shall maintain, all instruments recorded with Tribal Realty Services, and all instruments affecting title to Tribal land, and it shall be the official custodian of recorded instruments.
 - (f) Tribal Realty Services shall provide or shall work with other Tribal programs or agents to provide a system for mapping Tribal land in written form and/or in electronic form as well as to provide electronic and online access to such maps and develop policy and procedure to provide access to the general public in a manner that supports public records laws and protects the integrity and security of all documents and instruments in its possession.
 - (g) Tribal Realty Services may provide, by itself or in conjunction with other Tribal programs or agents, a system for electronic and online access to recorded instruments.
 - (h) Tribal Realty Services may employ personnel as necessary to accomplish the purposes of this chapter.

31 **Sec. 47C-4. Director of Tribal Realty Services.**

32
33 Tribal Realty Services shall have a Director who shall have the title of Director of Tribal Realty Services, and whose duties shall be to direct, manage, and supervise the operations of Tribal Realty Services. The Director shall be within the employ of Tribal Realty Services and shall be an employee of the Tribe.

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37
38 **Sec. 47C-5. Acting Director authorized to act.**

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45
- (a) The Director is authorized to appoint one or more employees of Tribal Realty Services to act on behalf of the Director of Tribal Realty Services in their absence and shall be valid and for which the Director shall be officially responsible.
 - (b) The Director may authorize one or more employees of Tribal Realty Services, in addition to other powers and duties, to record and sign instruments and documents in

1 the name and under the title of the Director, by himself as assistant or deputy, as
2 appropriate. Such signing shall be substantially as follows:

3
4 John Doe, Director of Tribal Realty Services
5 by Richard Roe, employee job title
6

7 (c) Such recording and signing, when regular and sufficient in all other respects, shall be
8 valid for all purposes, and of the same force and effect as if the instrument or document
9 had been recorded and signed by the Director personally.

10
11 (d) Any and all acts and duties performed by any one or more employees of Tribal Realty
12 Services, appointed and acting under the provisions of this section after a vacancy of
13 the Tribal Realty Director which may have occurred from any cause, shall be and are
14 hereby validated, ratified, and confirmed to all intents and purposes as if performed by
15 the Director of Tribal Realty Services. The provisions of this validating act shall
16 include, but not be restricted to, all acts and duties of the Tribal Realty Director, or the
17 appointed one or more employees of Tribal Realty Services, as enumerated and set
18 forth under the specific provisions of this Chapter, or under the provisions of any other
19 Chapter as set forth in the Cherokee Code.
20

21 **Sec. 47C-6. Official custodian of records.**

22
23 Tribal Realty Services shall be the official custodian of all instruments affecting possessory
24 holdings and possession of Tribal land, and the place for official recording of those instruments.
25

26 **Sec. 47-7. Savings clause.**

27
28 All documents affecting interests in Tribal land that were executed before the effective date
29 of this chapter that were in compliance with the law in effect at the time of their execution shall be
30 deemed in conformity with this chapter.
31

32 **Sec. 47C-8. Public records law applies.**

33
34 Documents for which Tribal Realty Services is the custodian are subject to the Tribal public
35 records law, Cherokee Code Chapter 132.
36

37 **Sec. 47C-9. Title documents regarding improvements.**

38
39 Title documents affecting improvements on Tribal land shall be recorded under this
40 chapter.
41

42 **Sec. 47C-10. — Recording gives notice and priority**

43
44 (a) An instrument recorded in accordance with this chapter shall be notice to all persons
45 and entities of the existence of the transaction or transfer and any rights, interests, or
5 liabilities created thereby.

1
2 (b) An instrument recorded in accordance with this chapter shall have priority over any
3 instrument, lien, or claim not recorded at the time of such recording unless there is
4 notice, actual or constructive, of the existence of such unrecorded instrument, lien, or
5 claim.

6
7 (c) Instruments executed before enactment of this chapter shall not be subject to
8 subsection (b) of this section. Unless otherwise expressly provided by Tribal law,
9 instruments executed before the enactment of this chapter shall have priority over any
10 subsequent instrument, lien, or claim if the prior instrument has been recorded in
11 accordance with this chapter or if there is notice, actual or constructive, of the existence
12 of the prior instrument.

13
14 (d) An unrecorded instrument shall have priority over any subsequent unrecorded
15 instrument, lien, or claim.

16
17 **Sec. 47C-11. Exception for last will and testaments.**

18
19 A testator's Last Will and Testament that purports to give an interest in real property of
20 any kind (including Tribal land and deeded land) to another person or entity does not have to be
21 recorded in Tribal Realty Services to be effective and enforceable.

22
23 **Sec. 47-12. Recording of documents affecting interests in land.**

24
25 All documents affecting interests in land requiring Tribal Business Committee approval
26 shall be recorded with Tribal Realty Services to be enforceable.

27
28 **Sec. 47C-13. Recording of originals and certified copies.**

29
30 The Director shall first require that a document presented for recording shall be the original
31 document; provided, however, if the original is not available, the Director may accept a copy,
32 provided the copy bears an original certification signed and sealed by a notary public or other
33 authorized official and indicating that the copy is a true and accurate reproduction of the original.

34
35 **Sec. 47C-14. Return of original instruments.**

36
37 The Director shall keep all original instruments delivered for recording except upon
38 application by any person entitled to take custody of the originals, the Director shall deliver the
39 originals to the person so entitled. The Director may require the person seeking custody of an
40 original instrument to provide written verification that he or she is so entitled, but delivery to the
41 person entitled shall not be unreasonably denied.

42
43 **Sec. 47C-15. General index kept.**

44
45 The Director shall maintain a consolidated index of all the title documents and other
46 documents affecting real property in Tribal Realty Services.

1
2 **Sec. 47C-16. Index and cross-index of immediate prior owners of land.**
3

4 Whenever any title document or other instrument conveying real property by a trustee,
5 mortgagee, commissioner, or other Department appointed by the court, or by law enforcement
6 under execution, is filed with the Tribal Realty Services for the purpose of being recorded, it shall
7 be the duty of the Director to index and cross-index as grantors the names of all persons recited in
8 the instrument to be the persons whose interest in such real estate is being conveyed or from whom
9 the title of such real estate was acquired by the grantor in the instrument.
10

11 **Sec. 47C-17. Minimum standards for document management.**
12

13 The Director shall establish sound management practices and minimum standards for the
14 uniform storage, retrieval, maintenance, preservation, and accessibility of title documents, land
15 records, and documents recorded with Tribal Realty Services; the uniform recording and indexing
16 of the same; the uniform recording and indexing procedures for maps, plats, and condominiums;
17 the security and reproduction of title documents, land records, and documents recorded with Tribal
18 Realty Services; a centralized recording system for the same; filming, filing, and recording
19 techniques and equipment; and the computerized records systems.
20

21 **Sec. 47C-18. Modernization of title documents and land records.**
22

23 (a) The Director may require that title documents and land records, including but not
24 limited to any map or instrument presented for recording and which affects title to
25 Tribal trust land satisfy, at a minimum, the following requirements:
26

27 (1) The name and address of the person to whom the map or instrument is to be
28 returned is affixed on the face of the map or instrument.
29

30 (2) The grantee's or owner's permanent mailing address is affixed on the face of the
31 map or instrument.
32

33 (b) Failure to comply with the requirements in (a)(1) and (a)(2) of this section shall not
34 affect the validity of any map or other instrument that is duly recorded.
35

36 **Sec. 47C-19. Title documents not signed after one year of posting are void.**
37

38 Title documents drafted by Tribal Realty Services that are not signed by the parties named
39 in the document within one year, measured from the tenth day of its posting date as required in
40 Cherokee Code § 47B-6, are void, unless the title document was authorized by a resolution enacted
41 by Tribal Council and ratified by the Principal Chief.
42

43 **Sec. 47C-20. Uniform fees.**
44

45 Tribal Realty Services may establish, impose, and collect uniform fees for services.
5

1 Sec. 47C-21. Tribal Realty Services rules and regulations.
2

3 Tribal Realty Services is hereby authorized to promulgate formal administrative rules and
4 regulations affecting real property and in furtherance of this chapter under Cherokee Code Chapter
5 150.
6

7 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
8 rescinded and this ordinance shall become effective when ratified by the Principal
9 Chief.
10

11 *Submitted by Cruz Galaviz, Director of Tribal Realty Services*

TABLED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: JUN 04 2026

ORDINANCE NO. 211 (2026)

An ordinance creating Cherokee Code Chapter 47C establishing Tribal Realty Services in the Cherokee Code.

WHEREAS, Tribal Realty Services is the place for official recording of documents and other instruments affecting or describing ownership of interests in Tribal land, including, but not limited to, possessory holding transfers, residential and commercial leases, deed of trusts, and plats; and

WHEREAS, additionally, Tribal Realty Services drafts legal documents for the wider public such as transfer documents, estate resolutions, leases that comply with 25 C.F.R. Part 162, and plats; and

WHEREAS, Tribal Realty Services include Realty Services, Geographic Information Systems, and Surveying, however, Tribal Realty Services has not been recognized or authorized in the Cherokee Code; and

WHEREAS, the proposed ordinance would create Chapter 47C in the Cherokee Code and establish Tribal Realty Services; and

WHEREAS, Chapter 47C would additionally clearly place these responsibilities with Tribal Realty Services, as well as authorize them to promulgate certain rules and regulations to establish standards for the office such as recording standards for documents that affect interests in Tribal land, procedures for public record requests, document standards, and indexing standards.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that the Cherokee Code is amended as follows:

CHEROKEE CODE CHAPTER 47C

TRIBAL REALTY SERVICES

ARTICLE I. TABLE OF CONTENTS

Sec. 47C-1. Definitions.

Sec. 47C-2. Establishment of Tribal Realty Service.

- 1 Sec. 47C-3. Duties.
2 Sec. 47C-4. Tribal Realty Director.
3 Sec. 47C-5. Acting Director authorized to act.
4 Sec. 47C-6. Official custodian of records.
5 Sec. 47C-7. Savings clause.
6 Sec. 47C-8. Public record law applies.
7 Sec. 47C-9. Title documents regarding improvements.
8 Sec. 47C-10. Recording gives notice and priority.
9 Sec. 47C-11. Exception for last will and testaments.
10 Sec. 47C-12. Recording of documents affecting interests in land.
11 Sec. 47C-13. Recording of originals and certified copies.
12 Sec. 47C-14. Return of original instruments.
13 Sec. 47C-15. General index kept.
14 Sec. 47C-16. Index and cross-index of immediate prior owners of land.
15 Sec. 47C-17. Minimum standards for document management.
16 Sec. 47C-18. Modernization of title documents and land records.
17 Sec. 47C-19. Title documents not signed after one year of posting are void.
18 Sec. 47C-20. Uniform fees.
19 Sec. 47C-21. Tribal Realty Services rules and regulations.

20
21 **ARTICLE II**
22 **DEFINITIONS**

23
24 **Sec. 47C-1. – Definitions.**

- 25
26 (a) “Grantee” means any person or entity having the legal capacity, such as a mortgagor,
27 lessee, or buyer, who receives any interest in real property by assignment, deed, gift,
28 mortgage, lease, installment contract, rental agreement, or other agreement from a
29 grantor; such term shall include any person or entity on any instrument affecting real
30 property who is granted an interest in real property by another.
31
32 (b) “Grantor” means any other person or entity, such as a mortgagee, lessor, or seller, who
33 has an interest in real property and assigns, sells, mortgages, leases, conveys by
34 installment contract, rents, or otherwise transfers all or some of its interest in such real
35 property; such term shall include any person or entity on any instrument affecting real
36 property who grants an interest in real property to another.
37
38 (c) “Improvements” means buildings or structures of all kinds which are additions to the
39 land upon which they stand, whether permanent or not, and which may or may not
40 enhance the value of the land.
41
42 (d) “Owner” means the person recognized under Tribal law as having the right to have and
43 hold the thing at issue, and who may assert rights as the lawful possessor of a
44 possessory interest in Tribal trust land.
45
46 (e) “Person” means an individual or the Tribe.

- 1
2 (f) “Possessory interest” or “possessory holding” means an area or parcel of Tribal land
3 that has been assigned to or is recognized by the Tribal government as being the holding
4 of the Tribe, a Tribal member, or group of Tribal members, or their first-generation
5 heirs. The assignment or recognition grants to the holder of the interest certain rights,
6 enumerated in Tribal law, in the possessory interest.
7
8 (g) “Recording” or “recordation”, means the official acceptance of a document by Tribal
9 Realty Services. The purpose of recording is to provide evidence of a transaction, event,
10 or happening that affects the recognized ownership of possessory interests or holdings
11 in Tribal trust land, and particularly that affect the right to have and hold a possessory
12 interest in Tribal trust land; to preserve a record of the document; and to give notice of
13 the ownership and change of ownership or leasing as to possessory interests in Tribal
14 trust land, and the existence of encumbrances applicable to the possessory interest at
15 issue.
16
17 (h) “Title document” means any document that encumbers Tribal trust land or
18 improvements thereon, or that purports to affect the assignment or ownership of a
19 possessory interest or improvements thereon.
20
21 (i) “Transfer” means to sell, convey, pledge or give the thing at issue from one person to
22 another. The term “transfer” shall be construed broadly.
23
24 (j) “Tribal land” means real property owned or possessed by the Tribe, interests created
25 by the Tribe for its Tribal members, and includes that which is held in trust for the Tribe
26 by the United States.
27
28 (k) “Tribal member” means an enrolled member of the Eastern Band of Cherokee Indians.
29
30 (l) “Tribal trust land” means real property that is held in trust for the benefit of the Tribe
31 by the United States.
32
33 (m) “Tribe” means the Eastern Band of Cherokee Indians.

34
35 **ARTICLE III.**
36 **TRIBAL REALTY SERVICES**

37
38 **Sec. 47C-2. Establishment of Tribal Realty Services.**

39
40 There is hereby established Tribal Realty Services. Tribal Realty Services shall be the place
41 for official recording of title documents and other instruments affecting ownership of interests in
42 Tribal land.

43
44 **Sec. 47C-3. Duties.**

45
46 Tribal Realty Services shall have the following duties:

- 1
2 (a) It shall be the place for the official recording of instruments that affect possession of
3 Tribal land.
4
5 (b) It shall be the place for the official recording of plats, surveys, and grants of rights of
6 way and easements affecting Tribal land.
7
8 (c) It shall be the place for the official recording of other instruments for which recording
9 is required or desired to provide legal notice of instruments affecting Tribal land.
10
11 (d) It shall be the place where Tribal members may request for title documents or
12 instruments that affect an interest in a possessory holding or Tribal land to be drafted.
13
14 (e) Tribal Realty Services shall provide custody of, and shall maintain, all instruments
15 recorded with Tribal Realty Services, and all instruments affecting title to Tribal land,
16 and it shall be the official custodian of recorded instruments.
17
18 (f) Tribal Realty Services shall provide or shall work with other Tribal programs or agents
19 to provide a system for mapping Tribal land in written form and/or in electronic form
20 as well as to provide electronic and online access to such maps and develop policy and
21 procedure to provide access to the general public in a manner that supports public
22 records laws and protects the integrity and security of all documents and instruments
23 in its possession.
24
25 (g) Tribal Realty Services may provide, by itself or in conjunction with other Tribal
26 programs or agents, a system for electronic and online access to recorded instruments.
27
28 (h) Tribal Realty Services may employ personnel as necessary to accomplish the purposes
29 of this chapter.
30

31 **Sec. 47C-4. Director of Tribal Realty Services.**

32
33 Tribal Realty Services shall have a Director who shall have the title of Director of Tribal
34 Realty Services, and whose duties shall be to direct, manage, and supervise the operations of Tribal
35 Realty Services. The Director shall be within the employ of Tribal Realty Services and shall be an
36 employee of the Tribe.
37

38 **Sec. 47C-5. Acting Director authorized to act.**

- 39
40 (a) The Director is authorized to appoint one or more employees of Tribal Realty Services
41 to act on behalf of the Director of Tribal Realty Services in their absence and shall be
42 valid and for which the Director shall be officially responsible.
43
44 (b) The Director may authorize one or more employees of Tribal Realty Services, in
45 addition to other powers and duties, to record and sign instruments and documents in

1 the name and under the title of the Director, by himself as assistant or deputy, as
2 appropriate. Such signing shall be substantially as follows:

3
4 John Doe, Director of Tribal Realty Services
5 by Richard Roe, employee job title
6

7 (c) Such recording and signing, when regular and sufficient in all other respects, shall be
8 valid for all purposes, and of the same force and effect as if the instrument or document
9 had been recorded and signed by the Director personally.

10
11 (d) Any and all acts and duties performed by any one or more employees of Tribal Realty
12 Services, appointed and acting under the provisions of this section after a vacancy of
13 the Tribal Realty Director which may have occurred from any cause, shall be and are
14 hereby validated, ratified, and confirmed to all intents and purposes as if performed by
15 the Director of Tribal Realty Services. The provisions of this validating act shall
16 include, but not be restricted to, all acts and duties of the Tribal Realty Director, or the
17 appointed one or more employees of Tribal Realty Services, as enumerated and set
18 forth under the specific provisions of this Chapter, or under the provisions of any other
19 Chapter as set forth in the Cherokee Code.
20

21 **Sec. 47C-6. Official custodian of records.**

22
23 Tribal Realty Services shall be the official custodian of all instruments affecting possessory
24 holdings and possession of Tribal land, and the place for official recording of those instruments.
25

26 **Sec. 47-7. Savings clause.**

27
28 All documents affecting interests in Tribal land that were executed before the effective date
29 of this chapter that were in compliance with the law in effect at the time of their execution shall be
30 deemed in conformity with this chapter.
31

32 **Sec. 47C-8. Public records law applies.**

33
34 Documents for which Tribal Realty Services is the custodian are subject to the Tribal public
35 records law, Cherokee Code Chapter 132.
36

37 **Sec. 47C-9. Title documents regarding improvements.**

38
39 Title documents affecting improvements on Tribal land shall be recorded under this
40 chapter.
41

42 **Sec. 47C-10. – Recording gives notice and priority**

43
44 (a) An instrument recorded in accordance with this chapter shall be notice to all persons
45 and entities of the existence of the transaction or transfer and any rights, interests, or
46 liabilities created thereby.

1
2 (b) An instrument recorded in accordance with this chapter shall have priority over any
3 instrument, lien, or claim not recorded at the time of such recording unless there is
4 notice, actual or constructive, of the existence of such unrecorded instrument, lien, or
5 claim.

6
7 (c) Instruments executed before enactment of this chapter shall not be subject to
8 subsection (b) of this section. Unless otherwise expressly provided by Tribal law,
9 instruments executed before the enactment of this chapter shall have priority over any
10 subsequent instrument, lien, or claim if the prior instrument has been recorded in
11 accordance with this chapter or if there is notice, actual or constructive, of the existence
12 of the prior instrument.

13
14 (d) An unrecorded instrument shall have priority over any subsequent unrecorded
15 instrument, lien, or claim.

16
17 **Sec. 47C-11. Exception for last will and testaments.**

18
19 A testator's Last Will and Testament that purports to give an interest in real property of
20 any kind (including Tribal land and deeded land) to another person or entity does not have to be
21 recorded in Tribal Realty Services to be effective and enforceable.

22
23 **Sec. 47-12. Recording of documents affecting interests in land.**

24
25 All documents affecting interests in land requiring Tribal Business Committee approval
26 shall be recorded with Tribal Realty Services to be enforceable.

27
28 **Sec. 47C-13. Recording of originals and certified copies.**

29
30 The Director shall first require that a document presented for recording shall be the original
31 document; provided, however, if the original is not available, the Director may accept a copy,
32 provided the copy bears an original certification signed and sealed by a notary public or other
33 authorized official and indicating that the copy is a true and accurate reproduction of the original.

34
35 **Sec. 47C-14. Return of original instruments.**

36
37 The Director shall keep all original instruments delivered for recording except upon
38 application by any person entitled to take custody of the originals, the Director shall deliver the
39 originals to the person so entitled. The Director may require the person seeking custody of an
40 original instrument to provide written verification that he or she is so entitled, but delivery to the
41 person entitled shall not be unreasonably denied.

42
43 **Sec. 47C-15. General index kept.**

44
45 The Director shall maintain a consolidated index of all the title documents and other
46 documents affecting real property in Tribal Realty Services.

1
2 **Sec. 47C-16. Index and cross-index of immediate prior owners of land.**

3
4 Whenever any title document or other instrument conveying real property by a trustee,
5 mortgagee, commissioner, or other Department appointed by the court, or by law enforcement
6 under execution, is filed with the Tribal Realty Services for the purpose of being recorded, it shall
7 be the duty of the Director to index and cross-index as grantors the names of all persons recited in
8 the instrument to be the persons whose interest in such real estate is being conveyed or from whom
9 the title of such real estate was acquired by the grantor in the instrument.

10
11 **Sec. 47C-17. Minimum standards for document management.**

12
13 The Director shall establish sound management practices and minimum standards for the
14 uniform storage, retrieval, maintenance, preservation, and accessibility of title documents, land
15 records, and documents recorded with Tribal Realty Services; the uniform recording and indexing
16 of the same; the uniform recording and indexing procedures for maps, plats, and condominiums;
17 the security and reproduction of title documents, land records, and documents recorded with Tribal
18 Realty Services; a centralized recording system for the same; filming, filing, and recording
19 techniques and equipment; and the computerized records systems.

20
21 **Sec. 47C-18. Modernization of title documents and land records.**

22
23 (a) The Director may require that title documents and land records, including but not
24 limited to any map or instrument presented for recording and which affects title to
25 Tribal trust land satisfy, at a minimum, the following requirements:

26
27 (1) The name and address of the person to whom the map or instrument is to be
28 returned is affixed on the face of the map or instrument.

29
30 (2) The grantee's or owner's permanent mailing address is affixed on the face of the
31 map or instrument.

32
33 (b) Failure to comply with the requirements in (a)(1) and (a)(2) of this section shall not
34 affect the validity of any map or other instrument that is duly recorded.

35
36 **Sec. 47C-19. Title documents not signed after one year of posting are void.**

37
38 Title documents drafted by Tribal Realty Services that are not signed by the parties named
39 in the document within one year, measured from the tenth day of its posting date as required in
40 Cherokee Code § 47B-6, are void, unless the title document was authorized by a resolution enacted
41 by Tribal Council and ratified by the Principal Chief.

42
43 **Sec. 47C-20. Uniform fees.**

44
45 Tribal Realty Services may establish, impose, and collect uniform fees for services.

46

1 **Sec. 47C-21. Tribal Realty Services rules and regulations.**

2
3 Tribal Realty Services is hereby authorized to promulgate formal administrative rules and
4 regulations affecting real property and in furtherance of this chapter under Cherokee Code Chapter
5 150.

6
7 BE IT FINALLY ORDAINED that all ordinances that are inconsistent with this ordinance are
8 rescinded and this ordinance shall become effective when ratified by the Principal
9 Chief.

10
11 *Submitted by Cruz Galaviz, Director of Tribal Realty Services*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5098

Agenda Date: 6/4/2026

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 10.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. _____ (2026)

A resolution to hold a referendum vote to amend the Charter and Governing Document

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11 **WHEREAS,** Cherokee Code Section 161-9 authorizes Tribal Council to pass a resolution to
12 send important questions to the people for a referendum vote; and

13
14 **WHEREAS,** one such important question is whether the Charter and Governing Document
15 should be amended to expressly state that a Tribal elected official who has been
16 impeached and removed from office is thereafter prohibited from running for or
17 serving in elected office; and

18
19 **WHEREAS,** several times the Tribe has experienced the trauma and disruption of having an
20 elected official impeached and removed, or having the official resign under threat
21 of impeachment, for violations of Tribal law and the oath of office; and

22
23 **WHEREAS,** the most recent impeachment and removal was in 2017, when a former Principal
24 Chief was charged with violating Tribal law and his oath of office, was tried at
25 Tribal Council, found guilty, and removed from office in Resolution No. 596
26 (2017); and

27
28 **WHEREAS,** this individual ran for elected office in 2025. They were denied certification by
29 the Board of Elections on the grounds that the candidate was disqualified because
30 they had been impeached and removed, and this individual appealed to the
31 Cherokee Supreme Court; and

32
33 **WHEREAS,** in a two-to-one decision issued on August 5, 2025, the Cherokee Supreme Court
34 ruled that even though a Tribal ordinance disqualified a person who had been
35 impeached and removed from office, the Charter did not contain the same
36 provision, and therefore the prohibition in the ordinance added a qualification that
37 the Court struck down; and

38
39 **WHEREAS,** the decision went against Tribal custom and tradition that stands for the
40 proposition that someone who is impeached and removed from office has
41 profoundly betrayed the public trust and they should not be able to run for or hold
42 office ever again; and

43
44 **WHEREAS,** these issues present the need to amend the Charter and Governing Document to
45 expressly state that a person who has been impeached and removed from elected
46 office is disqualified from running for or holding elected office thereafter.

1
2
3 **NOW THEREFORE BE IT RESOLVED** by the Eastern Band of Cherokee Indians Tribal
4 Council assembled, at which a quorum is present, that Tribal Council authorizes
5 and directs that a referendum election shall be held to answer the following
6 question:
7

8 Should Section 17 of the Charter and Governing Document be amended to clarify
9 that a person who has been impeached and removed from office is ineligible for
10 office in the future? The proposed amendment to Section 17 is indicated by the
11 underlined language below:
12

13 “Section 17. No person shall ever be eligible for office or appointment of honor,
14 profit, or trust who shall have aided, abetted, counselled, or encouraged any
15 person or persons guilty of defrauding the Eastern Band of Cherokee Indians, or
16 themselves have defrauded the Tribe, or who may hereafter aid or abet, counsel
17 or encourage anyone in defrauding the Eastern Band of Cherokee Indians.
18 Neither shall any person be eligible to such office, who has been convicted of a
19 felony, or who has been impeached and removed from office, or who has
20 resigned from office after a resolution stating the Articles of Impeachment is
21 passed by Tribal Council.”
22

23 **BE IT FURTHER RESOLVED**, that the referendum election authorized by this resolution
24 shall be held on or before the following date: _____
25

26 **BE IT FURTHER RESOLVED**, that this referendum is initiated by Tribal Council, and no
27 supporting petition is required.
28

29 **BE IT FURTHER RESOLVED** that the Cherokee Board of Elections, the Department of
30 Justice and Attorney General, and the Principal Chief are authorized to carry out
31 the intent of this resolution.

32 **BE IT FINALLY RESOLVED** that all resolutions inconsistent are rescinded and this resolution
33 shall become effective when ratified.
34
35

36 *Submitted by: Michael Stamper, Painttown Tribal Council Representative*
37 *Bo Crowe, Big Y & Wolfstown Tribal Council Representative*
38 *Mike Parker, Big Y & Wolfstown Tribal Council Representative*
39

TABLED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

JUN 04 2026

DATE

RESOLUTION NO. 221 (2026)

A resolution to hold a referendum vote to amend the Charter and Governing Document

WHEREAS, Cherokee Code Section 161-9 authorizes Tribal Council to pass a resolution to send important questions to the people for a referendum vote; and

WHEREAS, one such important question is whether the Charter and Governing Document should be amended to expressly state that a Tribal elected official who has been impeached and removed from office is thereafter prohibited from running for or serving in elected office; and

WHEREAS, several times the Tribe has experienced the trauma and disruption of having an elected official impeached and removed, or having the official resign under threat of impeachment, for violations of Tribal law and the oath of office; and

WHEREAS, the most recent impeachment and removal was in 2017, when a former Principal Chief was charged with violating Tribal law and his oath of office, was tried at Tribal Council, found guilty, and removed from office in Resolution No. 596 (2017); and

WHEREAS, this individual ran for elected office in 2025. They were denied certification by the Board of Elections on the grounds that the candidate was disqualified because they had been impeached and removed, and this individual appealed to the Cherokee Supreme Court; and

WHEREAS, in a two-to-one decision issued on August 5, 2025, the Cherokee Supreme Court ruled that even though a Tribal ordinance disqualified a person who had been impeached and removed from office, the Charter did not contain the same provision, and therefore the prohibition in the ordinance added a qualification that the Court struck down; and

WHEREAS, the decision went against Tribal custom and tradition that stands for the proposition that someone who is impeached and removed from office has profoundly betrayed the public trust and they should not be able to run for or hold office ever again; and

WHEREAS, these issues present the need to amend the Charter and Governing Document to expressly state that a person who has been impeached and removed from elected office is disqualified from running for or holding elected office thereafter.

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NOW THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians Tribal Council assembled, at which a quorum is present, that Tribal Council authorizes and directs that a referendum election shall be held to answer the following question:

Should Section 17 of the Charter and Governing Document be amended to clarify that a person who has been impeached and removed from office is ineligible for office in the future? The proposed amendment to Section 17 is indicated by the underlined language below:

“Section 17. No person shall ever be eligible for office or appointment of honor, profit, or trust who shall have aided, abetted, counselled, or encouraged any person or persons guilty of defrauding the Eastern Band of Cherokee Indians, or themselves have defrauded the Tribe, or who may hereafter aid or abet, counsel or encourage anyone in defrauding the Eastern Band of Cherokee Indians. Neither shall any person be eligible to such office, who has been convicted of a felony, or who has been impeached and removed from office, or who has resigned from office after a resolution stating the Articles of Impeachment is passed by Tribal Council.”

BE IT FURTHER RESOLVED, that the referendum election authorized by this resolution shall be held on or before the following date:_____.

BE IT FURTHER RESOLVED, that this referendum is initiated by Tribal Council, and no supporting petition is required.

BE IT FURTHER RESOLVED that the Cherokee Board of Elections, the Department of Justice and Attorney General, and the Principal Chief are authorized to carry out the intent of this resolution.

BE IT FINALLY RESOLVED that all resolutions inconsistent are rescinded and this resolution shall become effective when ratified.

*Submitted by: Michael Stamper, Painttown Tribal Council Representative
Bo Crowe, Big Y & Wolfstown Tribal Council Representative
Mike Parker, Big Y & Wolfstown Tribal Council Representative*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5103

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 11.)



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Cherokee Council House
Cherokee, North Carolina

RESOLUTION NO. _____ (2026)

WHEREAS, the Tribe’s Cultural Institutional Review Board (CIRB) has been assigned the task of reviewing culturally relevant research requests made to the Eastern Band of Cherokee Indians (EBCI), and;

WHEREAS, the CIRB has reviewed the research request made by Dr. Kristin Davin of UNC Charlotte, in partnership with New Kituwah Academy and KPEP, to conduct a research project titled “Teaching Our Rich Cultural Heritage: Eastern Band of Cherokee Indians Teacher Licensure Partnership Program (Project TORCH),” and;

WHEREAS, the purpose of this project is to evaluate the implementation and effectiveness of Project TORCH, a teacher licensure partnership designed to prepare enrolled EBCI members to become licensed educators through coursework, mentoring, professional development, and induction support, and;

WHEREAS, the project seeks to strengthen culturally responsive teacher preparation, support Indigenous education, and assess how Cherokee cultural components enhance teacher effectiveness in schools serving EBCI students, and;

WHEREAS, the results of this project may assist future teacher preparation efforts, strengthen educational partnerships between the EBCI and UNC Charlotte, and support future funding opportunities for additional cohorts of EBCI educators, and;

WHEREAS, the researchers acknowledge that all completed work and findings will be submitted to the EBCI Cultural IRB for review prior to publication or public dissemination, and;

WHEREAS, the researchers understand that all information collected through this project shall be used only as outlined in the approved application is exclusively the property of the Eastern Band of Cherokee Indians and that any future use outside the approved scope shall require prior approval by the EBCI CIRB

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in Council assembled at which quorum is present that Dr. Kristin Davin and her research team are hereby granted permission to conduct the above-named research project as described in their CIRB proposal and will follow through with all reporting as required by Tribal CIRB,

35 BE IT FINALLY RESOLVED that the EBCI Cultural Resources shall carry out the intent of this
36 resolution and that this resolution become effective upon ratification of the Principal Chief.

37 Submitted by:

38 Angelina Jumper

39 Cultural Resources Supervisor, CIRB Chair

40



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5104

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 12.)

Date

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Resolution No. _____ (2026)

WHEREAS, The Eastern Band of Cherokee Indians has a responsibility to ensure that the culture, traditions, and arts of the EBCI are continued, practiced, and preserved; and

WHEREAS, the arts and crafts of the Eastern Band of Cherokee Indians is an integral part of the identity and through these arts crafts helps with economic development, traditional practices, and cultural preservation; and

WHEREAS, natural resources, such as rivercane, white oak trees, butternut, and other resources are becoming scarcer for craftsmen and craftswomen to be able to utilize and continue these culturally based practices; and

WHEREAS, the Eastern Band of Cherokee Indians has the authority to ensure that these valuable resources can be protected and or sourced when land development projects are put in place on tribal trust lands; and

WHEREAS, the importance of these natural materials being scarce and limited need to be preserved and or harvested for artisans, craftsmen and craftswomen, and traditional practitioners that wish to utilize these resources

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in Council assembled at which a quorum is present that Tribal Council hereby designates a board/committee to help work on a layout plan to discuss and format the natural resources that can be gathered and utilized for artisans, craftsmen and craftswomen, and traditional practitioners.

BE IT FURTHER RESOLVED that Qualla Arts and Crafts, Natural Resources, Environmental, and knowledgeable craftsmen and craftswomen will be a part of the future developments regarding the harvesting and preservation of natural resources in areas that will be undergoing land development.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification of the Principal Chief.

1 Submitted by: Driver Blythe (WCU Graduate Student), Amanda McCoy (Manager of Qualla
2 Arts & Crafts), Davy Arch (Beloved Man), Tommy Cabe (Natural Resources Specialist for the
3 Eastern Band of Cherokee Indians), and Butch Goings (Chairman of the Qualla Arts and Crafts
4 Board).

5



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2025 -4952

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 13.)



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5105

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 14.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

_____ Date

RESOLUTION NO. _____ (2026)

A resolution to approve a budget amendment.

WHEREAS, there is a need to amend the FY26 Building Rental budget to increase Use of Fund Balance to cover depreciation expenses from assets acquired during FY25.


NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present that the Building Rental budget amendment in Exhibit "A" is hereby approved.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief and that the intent of this resolution be carried out by the Budget Office.

Submitted by Brandi Claxton, Secretary of Treasury on behalf of Building Rental

Exhibit "A"

- 1 1. Changes to "Tribal" as follows:
- 2 a. Increase to "Depreciation Expense-Buildings" expense \$16,457;
- 3 b. Addition of "Depreciation Expense-Land Improvement" expense \$54,477;
- 4 c. Addition of "Depreciation Expense-Equipment" expense \$1,283;
- 5 d. Addition of "Depreciation Expense-Vehicles" expense \$6,254;
- 6 e. Increase to "Use of Fund Balance" revenue (\$78,471);

 Eastern Band of Cherokee Indians Unapproved Budget Transfer Form								
Program: BUILDING RENTAL				Journal #: 9.2026.90652			FA: _____	
							Salary Changes: Yes _____ No _____	
Grant #	Inc or Dec	Account Name	GL Account Number	Available Balance	Original Budget	Current Budget	Amendment	Revised
00000	Increase	DEPRECIATION EXPENSE-BUILDINGS	4825.10.825.7110.00000.	\$457,889.00	\$457,889.00	\$457,889.00	\$16,457.00	\$474,346.00
	Increase	DEPREC EXPENSE LAND IMPROVEMEN	4825.10.825.7115.00000.	\$0.00	\$0.00	\$0.00	\$54,477.00	\$54,477.00
	Increase	DEPRECIATION EXPENSE-EQUIPMENT	4825.10.825.7130.00000.	\$0.00	\$0.00	\$0.00	\$1,283.00	\$1,283.00
	Increase	DEPRECIATION EXPENSE-VEHICLES	4825.10.825.7133.00000.	\$0.00	\$0.00	\$0.00	\$6,254.00	\$6,254.00
	Increase	USE OF FUND BALANCE	4825.10.825.9599.00000.	(\$796,713.00)	(\$457,889.00)	(\$796,713.00)	(\$78,471.00)	(\$875,184.00)
							0.00	

New assets:

- Kanunohi (Bullfrog) Mist Park
- Sharp Copier
- Chevrolet Colorado



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5106

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 15.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

A resolution to approve a budget amendment.

WHEREAS, there is a need to amend the FY26 Project Management budget to increase revenue received from donations and contributions for the Intellectual and Developmental Disability (IDD) Facility.


NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present that the Project Management budget amendment in Exhibit "A" is hereby approved.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief and that the intent of this resolution be carried out by the Budget Office.

Submitted by Brandi Claxton, Secretary of Treasury on behalf of Project Management

Exhibit "A"

- 1 1. Changes to "Tribal" as follows:
 2 a. Increase to "Depreciation Expense-Buildings" expense \$16,457;
 3 b. Addition of "Depreciation Expense-Land Improvement" expense \$54,477;
 4 c. Addition of "Depreciation Expense-Equipment" expense \$1,283;
 5 d. Addition of "Depreciation Expense-Vehicles" expense \$6,254;
 6 e. Increase to "Use of Fund Balance" revenue (\$78,471);

 Eastern Band of Cherokee Indians Unapproved Budget Transfer Form								
Program: BUILDING RENTAL				Journal #: 9.2026.90652			FA: _____	
							Salary Changes: Yes _____ No _____	
Grant #	Inc or Dec	Account Name	GL Account Number	Available Balance	Original Budget	Current Budget	Amendment	Revised
00000	Increase	DEPRECIATION EXPENSE-BUILDINGS	4825.10.825.7110.00000.	\$457,889.00	\$457,889.00	\$457,889.00	\$16,457.00	\$474,346.00
	Increase	DEPREC EXPENSE LAND IMPROVEMEN	4825.10.825.7115.00000.	\$0.00	\$0.00	\$0.00	\$54,477.00	\$54,477.00
	Increase	DEPRECIATION EXPENSE-EQUIPMENT	4825.10.825.7130.00000.	\$0.00	\$0.00	\$0.00	\$1,283.00	\$1,283.00
	Increase	DEPRECIATION EXPENSE-VEHICLES	4825.10.825.7133.00000.	\$0.00	\$0.00	\$0.00	\$6,254.00	\$6,254.00
	Increase	USE OF FUND BALANCE	4825.10.825.9599.00000.	(\$796,713.00)	(\$457,889.00)	(\$796,713.00)	(\$78,471.00)	(\$875,184.00)
							0.00	

New assets:

- Kanunohi (Bullfrog) Mist Park
- Sharp Copier
- Chevrolet Colorado



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5107

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 16.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

A resolution to approve a budget amendment.

WHEREAS, there is a need to amend the FY26 General Fund budget to increase revenue received from Tribal Alcoholic Beverage Control Commission (TABCC).

NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present that the General Fund budget amendment in Exhibit "A" is hereby approved.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief and that the intent of this resolution be carried out by the Budget Office.

Submitted by Brandi Claxton, Secretary of Treasury

Exhibit "A"

- 1 I. Changes to "Tribal" as follows:
- 2 a. Increase to "TABCC Transfer to CCS" expense \$264,515;
- 3 b. Increase to "Operating Transfers In ABC" revenue (\$165,268);
- 4 c. Decrease to "Reserve for Future Use" expense \$99,247;

Grant #	Inc or Dec	Account Name	GL Account Number	Available Balance	Original Budget	Current Budget	Amendment	Revised
00000				\$570,300.00	\$570,300.00	\$570,300.00	\$264,515.00	\$834,815.00
	Increase	TABCC TRANSFER TO CCS	1001.10.001.7741.00000.					
	Increase	OPERATING TRANSFERS IN ABC	1001.10.001.9504.00000.	\$165,267.27	(\$669,547.00)	(\$669,547.00)	(\$165,268.00)	(\$834,815.00)
	Decrease	RESERVE FOR FUTURE USE	1001.10.001.9699.00000.	\$1,098,902.00	\$2,000,000.00	\$1,098,902.00	(\$99,247.00)	\$999,655.00
							0.00	

Eastern Band of Cherokee Indians
Program Income Statement - Budget
For the Period October 1, 2025 through June 30, 2026



Account	Account Description	Original Budget	Revised Budget	Period to Date Actual	Encumbrances	Available Budget	% Used
Program: 001 - GENERAL FUND							
Revenues							
1001.10.001.9504.00000.	OPERATING TRANSFERS IN ABC	669,547.00	669,547.00	834,814.27	0.00	-165,267.27	124.68%
Total Revenues		669,547.00	669,547.00	834,814.27	0.00	-165,267.27	124.68%
Net Profit/(Loss)		669,547.00	669,547.00	834,814.27	0.00	-165,267.27	124.68%



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5108

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 17.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

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_____ Date

RESOLUTION NO. _____ (2026)

A resolution to approve the FY2027 Eastern Band of Cherokee Indians annual operating budget.

WHEREAS, Section 21 of the Charter and Governing Document of the Eastern Band of Cherokee Indians requires the Executive Committee to present a budget to the Tribal Council by July 1st of each year; and

WHEREAS, Section 117-47 of the Cherokee Code requires the Executive Committee to submit, and the Tribal Council to adopt, only a balanced budget; and

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present, that the Fiscal Year 2027 Budget of the Eastern Band of Cherokee Indians is approved for the period of October 1, 2026 through September 30, 2027.

BE IT FURTHER RESOLVED the Tribal Council does hereby approve the Organizational Charts presented with the annual budget.

BE IT FINALLY RESOLVED the Principal Chief is authorized to expend funds based on this approved Fiscal Year 2027 annual operating budget for the period of October 1, 2026, through September 30, 2027.

*Submitted by Principal Chief Michell Hicks
Vice Chief Alan B. Ensley*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5109

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 18.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

_____ Date

RESOLUTION NO. _____ (2026)

A resolution to approve a Five-Year Capital Plan and FY27 capital purchases.

WHEREAS, a necessary component of responsible budgeting is the development of a capital plan outlining the scope and estimated costs of capital projects; and

WHEREAS, the Executive Committee, in consultation with the Tribal Council and Division Secretaries, has developed a Five-Year Capital Plan based on available funding and priorities established in the Strategic Plan.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present, that the attached EBCI FY2027-FY2031 Five-Year Capital Plan and FY27 Capital Purchases in Exhibit "A" are approved.

BE IT FURTHER RESOLVED, the Office of Budget & Finance and the Project Management Office shall provide quarterly reports to the Executive Committee, Tribal Council, and Planning Board.

BE IT FURTHER RESOLVED, as capital projects progress and financial projections evolve, the Five-Year Capital Plan may be amended via Tribal Council resolution and any projects or capital purchases that will exceed 15% of the approved dollar amount shall be brought back to Tribal Council via resolution for approval or denial.

BE IT FINALLY RESOLVED, that this resolution shall become effective upon ratification by the Principal Chief.

*Submitted by Principal Chief Mitchell Hicks
Vice Chief Alan B. Ensley*



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5110

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 19.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

_____ Date

RESOLUTION NO. _____ (2026)

A resolution to approve capital, funding, and project requests.

WHEREAS, the Fiscal Management Policy requires all capital, funding, and project requests to be submitted by resolution for approval or denial by Tribal Council.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled, at which a quorum is present, that the following capital, funding, and project requests in Exhibit A are approved.

BE IT FURTHER RESOLVED if an award revision is required that will exceed 15% of the total award amount it will be submitted to Tribal Council for approval.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief and that the intent of this resolution be carried out by the Budget Office.

Submitted by Brandi Claxton, Secretary of Treasury

Exhibit "A" Page 1 of 1

No.	Program	Description	Request Type	Funding Source	Current Approved Amount	Request Amount	Revised Total Amount	Backup Page No.
1.	Election Board	Additional Funding for Referendum Mailer	Funding	General Fund	\$0	\$16,022	N/A	3-10
2.	OIT	Cherokee Youth Center CCTV System Replacement & Access Control Improvement	Capital	CIP	\$0	\$130,326	N/A	11-13
3.	OIT	Housekeeping CCTV & Access Control System (Old Cherokee Electrical Building)	Capital	CIP	\$0	\$60,160	N/A	14-16

Total Requested Funding

Tribal: \$206,508

Grant: \$0

Exhibit B: Election Board - Additional Funding for Referendum Mailer



The Eastern Band of Cherokee Indians
 Treasury Division – Office of Budget & Finance
 Capital/Funding/Technology Purchase Request Form

CAPITAL : INFRASTRUCTURE : TECHNOLOGY : ECONOMIC DEVELOPMENT : OPERATIONAL

Finance Use Only	
Date:	6/17/26
Log #:	26-310

Program Information

Division Independent Program # 4 Program Name Election Board

Project/Purchase: Referendum Mailer Category: _____

Project/Purchase Overview

Please provide a detailed narrative:

The purpose of this funding request is to obtain funding for a public notice mailer regarding a referendum. Tribal Council passed Resolution No: 23 (2025) on October 21, 2025 that a referendum shall be held before March, 2026 for an opinion about changes to the EBCI Charter and Governing Document which was ratified by the Principal Chief on October 21, 2025. In C.C. 161-9(c)(10)(b) the Board of Elections shall provide public notice of the referendum by mailing notice to all eligible voters within 10 business days. On December 04, 2025 Resolution No: 65 (2025) was passed which rescinds Resolution No. 23 (2025). Since it was in a non election year there were no funds added to that account line to cover the cost of the mailer.

- Please click the checkbox for all that apply:
- One Time Purchase
 - Project
 - Recurring Operational Need
 - Replace Existing Asset (must complete fields at right)

Replacing an Asset	
EBCI Tag #	_____
Description	_____
Serial/VIN #	_____
Current Mileage	_____

Budget Overview

Total Cost: \$ 16,021.16

Funds from Other Sources: _____
 (provide explanation & account)

Tribal Funds Requested: \$ 16,021.16

Explanation of Other Funding Sources

Staggering project costs IF multi-year project		
FY	Amount	Amount Justification/Description

Vendor

Requires either 3 quotes OR Sole Source Justification

1)	Vendor	Quote	Date
2)	Vendor	Quote	Date
3)	Vendor	Quote	Date

Exhibit B: Election Board - Additional Funding for Referendum Mailer

Sole Source Justification

Additional Backup Documentation

- 1 Planning documents including minutes, resolution, agreements or other documentation relating to the request.
- 2 Project/Purchase estimates, quotes, notice of award and any other financial documents must be attached.
- 3 All infrastructure projects must have all detailed documentation attached or the form will be incomplete.
- 4 Copy of approved Project Workgroup request (if applicable).
- 5 Copy of approved OIT - Technology Request Form.

Cindy Chandler
Submitted By (Print Name)

Divisional Secretary (Print Name)

Cindy Chandler 6/3/2026
Submitter Signature Date

Divisional Secretary Signature Date

Please submit completed form and all backup to your Financial Analyst.

For Finance Use Only

- Requires Fleet Committee Approval
- Approved by Project Workgroup

Net Book Value of Asset Being Replaced

Funding Source:

- CIP Purchase
- CIP Projects
- Endowment #2
- Internal Financing Fund
- Debt Service Sinking Fund
- Other: _____

- General Fund
- Indirect
- Levy
- Gaming
- Program Funds
- Program Funds - Grant

Account #: 1001.10.004.6810.00000.

6/3/2026

Completed Request Received Date

Christi Climbingbear 6/17/2026
Financial Analyst Date

Grants Analyst (if applicable) Date

Request Approved

Approval Level: _____

Request Denied

Signature: _____
Date

Exhibit B: Election Board - Additional Funding for Referendum Mailer



AUTOMATED ELECTION SERVICES™

INK IMPRESSIONS, INC.
PO Box 6306
Albuquerque, NM 87197-6306

For billing/accounting questions, contact us at:
Voice: (505) 891-0525 • email: accounting@electionpeople.com

INVOICE

CUSTOMER NUMBER

EAS04

INVOICE NUMBER

60492

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EASTERN BAND OF CHEROKEE INDIANS
PO BOX 455
CHEROKEE, NC 28719

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EASTERN BAND OF CHEROKEE INDIANS
WELCH COMPLEX
810 ACQUINO RD, STE 140A
CHEROKEE, NC 28719

Past due invoices subject to 1.5% Finance Charge

DATE OF INVOICE	HOW SHIPPED	F.O.B.	PAYMENT TERMS
12/18/2025	BEST WAY	Destination	Net 15
PURCHASE ORDER NUMBER	DATE OF ORDER	DATE SHIPPED	PROJECT / JOB
	11/06/2025	11/14/2025	
ORDERED BY	PHONE	SALESMAN	ORDER NUMBER
NANCY LOCUST	(828) 554-6360	TRBL	79425

NEW REMITTANCE ADDRESS

Please send all remittance to: P.O. Box 6306, Albuquerque, NM 87197-6306

ORDERED	PRODUCT/PART NUMBER QUANTITY, DESCRIPTION OR EXPLANATION	UNIT PRICE OR LOT	EXTENDED PRICE
	Election Notice, Prep, Printing, Mailing and Postage for Cancelled Referendum Election scheduled for March 12, 2026		16021.16
	Invoice subtotal		16021.16
	Invoice total		16021.16

ORIGINAL INVOICE

Exhibit B: Election Board - Additional Funding for Referendum Mailer
AMENDED

PASSED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date: OCT 21 2025

RESOLUTION NO.: 23 (2025)

*A resolution to hold a referendum to measure
public opinion regarding the Charter and Governing Document.*

WHEREAS, the Eastern Band of Cherokee Indians is a federally recognized Indian Tribe with inherent sovereign powers of self-government and self-determination; and

WHEREAS, the Eastern Band of Cherokee Indians has organized its government using a primary foundational document for many, many years; and

WHEREAS, presently this foundational document is the EBCI Charter and Governing Document, which draws upon previous foundational documents of the Tribe and has been in its current form since its last amendment in 1995; and

WHEREAS, the EBCI Constitution Committee was charged with evaluating the Charter and Governing Document, potential changes to this document, and how best address any such changes; and

WHEREAS, both amendments to the Charter and Governing Document and a potential constitution have generated much public discussion and debate; and

WHEREAS, the Constitutional Committee would benefit from hearing directly from Tribal voters about their opinion on this important matter, and

WHEREAS, a referendum can be held pursuant to Cherokee Code Section 161-9 to measure the Tribal community's opinion and therefore better inform the Constitution Committee and Tribal leadership on future decisions.

NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of Cherokee Indians, in council assembled at which a quorum is present, that a referendum shall be held to answer the following question:

Which of the following statements best describes your opinion about changes to the EBCI Charter and Governing Document? [Pick one.]

1. The Charter and Governing Document should be replaced entirely with a new constitution document which is voted on by Tribal voters.

PASSED

Cherokee Council House
Cherokee, North Carolina
~~OCT 21 2025~~
OCT 21 2025
Date

Amendment to Resolution No. 23 (2025):

In the sixth, "WHEREAS," LINE 29, change "Constitutional", to "Constitution".

In the "NOW THEREFORE BE IT RESOLVED," LINE 44, after the word "document", insert, "as presented by the constitution Committee which is voted on by Tribal voters". On Line 48, after the word "amendment", insert, "as presented by the Constitution Committee and voted on by Tribal voters".

In the "BE IT FUTHER RESOLVED," Line 50, insert "March 2026", into the blank.

AMENDED

PASSED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA
DEC 04 2025

DATE

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RESOLUTION NO. 65 (2025)

WHEREAS, Tribal Council passed Resolution No. 23 (2025) during annual council on October 21st, 2025, and

WHEREAS, Resolution No. 23 (2025) calls for a Referendum Vote on or before March 20, 2025 for an "opinion" on which direction the Constitution Committee should take in moving forward on a governing document for the EBCI, and,

WHEREAS, four tribal council members we absent including both council members representing Big Cove/Towstring, Lavita Hill and Venita Wolfe along with Wolfstown Representative Mike Parker and Yellowhill Representative Shennelle Feather, and,

WHEREAS, the Constitution Committee is mandated by Tribal Council and the first 30 minutes of the meetings are open for public comment and concerns and opinions, and,

WHEREAS, the Referendum requires 30% of votes cast to be approved and there is not guarantee of approval as well as the cost of a tribal wide referendum vote would be a waste of funds.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in Council assembled in which a quorum is present that Tribal Council rescinds Resolution No. 23 (2025) and shall call for a work session with the Constitution Committee as soon as possible or before the next called Constitution Committee meeting.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification of the Principal Chief.

Submitted by: Mary Crowe, Yellowhill Community

AMENDED
PASSED

Exhibit B: Election Board - Additional Funding for Referendum Mailer

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA
DECEMBER 4, 2025

AMENDMENT to RESOLUTION No. 65 (2025):

In the second, "WHEREAS" strike "2025" and change to "2026"

In the, "NOW THEREFORE BE IT RESOLVED," insert a period after "2025." And strike everything after

Exhibit B: Election Board - Additional Funding for Referendum Mailer

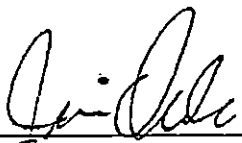
The attached Resolution/Ordinance 65 dated DECEMBER 4, 2025 was:

PASSED (X)

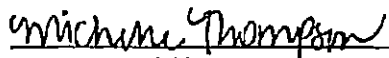
KILLED ()

and ratified in open Council on DECEMBER 4, 2025 by 88 voting for the act and 0 members voting against it as follows:

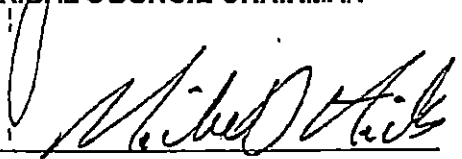
VOTE	FOR	AGAINST	ABSTAIN	ABSENT
Lavita Hill	X			
Venita Wolfe	X			
Boyd Owle				X
Michael Smoker	X			
Shennelle Feather	X			
David Wolfe	X			
Adam Wachacha	X			
Mike Parker	X			
Bo Crowe	X			
Jim Owle	X			
Shannon Swimmer	X			
Michael Stamper	X			
	88	0	0	12



TRIBAL COUNCIL CHAIRMAN



ENGLISH CLERK



PRINCIPAL CHIEF

APPROVED (✓) VETOED ()

VETO UPHeld () VETO DENIED ()

DATE: 12-11-25

I hereby certify that the foregoing act of the Council was duly:

PASSED ()

KILLED ()

and ratified in open Council after the same has been interpreted by the Official Interpreter and has been fully and freely discussed.

INTERPRETED ()

OMITTED ()

Exhibit C: OIT - Cherokee Youth Center CCTV System Replacement & Access Control Improvement



The Eastern Band of Cherokee Indians
 Treasury Division – Office of Budget & Finance
 Capital/Funding/Technology Purchase Request Form

CAPITAL : INFRASTRUCTURE : TECHNOLOGY : ECONOMIC DEVELOPMENT : OPERATIONAL

Finance Use Only	
Date:	6/12/26
Log #:	26-307

Program Information

Division OIT Program # 902 Program Name Information Technology - Security & Surveillance
 Project/Purchase: Replace outdated cameras Category: Capital Request

Project/Purchase Overview

Please provide a detailed narrative:

Currently: A#130597 CYC Security System ← REPLACEMENT
 A#131336 CYC Access Control ← IMPROVEMENT

This is to replace outdated cameras for the Cherokee Youth Center the existing cameras are starting to fail and need to be replaced to maintain camera coverage in this building. This will also include door contact sensors for allowing staff to be notified if the exit doors are accessed when children are present.

Please click the checkbox for all that apply:

- One Time Purchase
- Project
- Recurring Operational Need
- Replace Existing Asset (must complete fields at right)

Replacing an Asset	
EBCI Tag #	130597
Description	_____
Serial/VIN #	_____
Current Mileage	_____

Budget Overview

Total Cost: \$ 130,325.63
 Funds from Other Sources:
 (provide explanation & account) _____
 Tribal Funds Requested: \$ 130,325.63

Explanation of Other Funding Sources
Account

Staggering project costs IF multi-year project

FY	Amount	Amount Justification/Description

Vendor

Requires either 3 quotes OR Sole Source Justification

1)	Paramount Security Consultants LLC	\$	130,325.63	5/19/26
	Vendor		Quote	Date
2)				
	Vendor		Quote	Date
3)				
	Vendor		Quote	Date

Exhibit C: OIT - Cherokee Youth Center CCTV System Replacement & Access Control Improvement

Sole Source Justification

Paramount Security Consultants LLC has been identified as the lowest-priced vendor within the Southeastern region for comparable surveillance solutions. In addition to their competitive pricing, Paramount has demonstrated the ability to deliver and deploy equipment rapidly, which is critical to meeting our project timeline and operational needs. Their responsiveness and logistical capabilities make them uniquely positioned to fulfill the requirements of

Additional Backup Documentation

- 1 Planning documents including minutes, resolution, agreements or other documentation relating to the request.
- 2 Project/Purchase estimates, quotes, notice of award and any other financial documents must be attached.
- 3 All infrastructure projects must have all detailed documentation attached or the form will be incomplete.
- 4 Copy of approved Project Workgroup request (if applicable).
- 5 Copy of approved OIT - Technology Request Form.

Dustin Armachain

Submitted By (Print Name)

Paxton Myers

Divisional Secretary (Print Name)

Dustin Armachain
Dustin Armachain (Jun 8, 2026 16:02:28 EDT)

06/08/2026

Submitter Signature

Date

Paxton Myers
Paxton Myers (Jun 8, 2026 18:15:40 EDT)

06/08/2026

Divisional Secretary Signature

Date

Please submit completed form and all backup to your Financial Analyst.

For Finance Use Only

- Requires Fleet Committee Approval
- Approved by Project Workgroup

Net Book Value of Asset Being Replaced

Funding Source:

- CIP Purchase
- CIP Projects
- Endowment #2
- Internal Financing Fund
- Debt Service Sinking Fund
- Other: _____
- General Fund
- Indirect
- Levy
- Gaming
- Program Funds
- Program Funds - Grant

Account #: 3700.10.700.9110.00000

6/10/2026

Completed Request Received Date

Rorota Anthony
Financial Analyst

6/10/2026
Date

N/A
Grants Analyst (if applicable)

Date

Request Approved

Approval Level: _____

Request Denied

Signature: _____

Date

Access Control \$1219.42 - improvement
Security System/cameras \$129,106.21

DA

Exhibit C: OIT - Cherokee Youth Center CCTV System Replacement & Access Control Improvement

Remit To: Paramount Security Consultants LLC
 921 Matthews Mint Hill Rd Ste E
 Matthews, NC 28105-1726



Quote #	2000791
Date	05/19/2026
Expiry Date	06/18/2026

Bill To:
EBCI - Eastern Band of Cherokee Indians 282 Seven Clans Ln Cherokee, NC 28719

Ship To
EBCI - Eastern Band of Cherokee Indians 282 Seven Clans Ln Cherokee, NC 28719 Dustin Armichain dustarma@ebci-nsn.gov

Notes
 This quote covers the request for 30 day cameras with 5 year licensing for each camera to include the Video Intercom Reader Pro.

Line #	Description	Unit Price	Qty	Extended Price
Access Control				
1	Video Intercom Reader Pro	\$870.00	1.00	\$870.00
2	3/4 Dual Reed In White	\$12.13	20.00	\$242.60
3	Piezo On Single Gang Face Plte	\$75.76	1.00	\$75.76
4	Relay 12-24vdc @5a Dpdt	\$19.95	1.00	\$19.95
5	3 Conductor Line Power Cord for Relay Board	\$8.54	1.00	\$8.54
Video				
6	Ava cloud-native camera - 360 White. 12MP resolution. 30 days retention. AI-powered; IR and advance	\$958.26	34.00	\$32,580.84
7	5MP; 30 Day; Alta; WDR; Day/Night Outdoor Dome; 3.4-10.5mm f/1.6 Integrated IR; up to 10 year warra	\$1,043.13	29.00	\$30,250.77
8	8MP; 30 Day; Alta; 4 head H5A Multisensor Camera; up to 10 year warranty with an active Aware licen	\$3,000.63	5.00	\$15,003.15
Video Mounts				
9	CORNER MNT FOR LRGE PENDT WLMT-1001	\$132.46	5.00	\$662.30
10	Wall Mount for large pendant camera	\$110.83	5.00	\$554.15
11	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$182.04	5.00	\$910.20
12	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon	\$182.04	5.00	\$910.20
Licensing				
13	Alta Video Subscription; per camera; including 30 days cloud storage; 5 years	\$695.13	69.00	\$47,963.97
SHIPPING				
14	S&H FEE FOR GROUND SHIPPING	\$273.20	1.00	\$273.20
		Sub Total		\$130,325.63
		Tax		\$0.00
		Total		\$130,325.63

Accepted By: _____ Signature: _____ Date: _____

The following are to be the responsibility of others or billed separately from this proposal, unless otherwise specified herein:

Regulated 120VAC; UPS or generator power; suitable equipment mounting space; roof penetrations; network drops, ports, or termination/punch down of patch panels and IP addressing; all cable provided by customer must be terminated on both ends; suitable Internet service (ISP); POTS telephone lines; conduit & pathways; hardware; drywall/ceiling patching, repair and/or painting; free parking for service vehicles; required man lifts; applicable sales taxes; normal business hours access to the work area; and interfacing, programming and testing of "other" building controls, such as parking, lighting or HVAC; 120VAC outlet to be terminated directly to alarm panels on dedicated circuits. Warranty terms are 90 days on labor and 1 year on equipment from the time of completion.

All Service calls are billed at a 2 hour minimum.

Exhibit D: OIT - Housekeeping CCTV & Access Control System



The Eastern Band of Cherokee Indians
Treasury Division – Office of Budget & Finance
Capital/Funding/Technology Purchase Request Form

CAPITAL : INFRASTRUCTURE : TECHNOLOGY : ECONOMIC DEVELOPMENT : OPERATIONAL

Finance Use Only	
Date:	6/12/26
Log #:	26-308

Program Information

Division OIT Program # 902 Program Name Information Technology - Security & Surveillance
 Project/Purchase: New Housekeeping Building Category: Capital Request

Project/Purchase Overview

Please provide a detailed narrative:

This is for cameras and access control for the new housekeeping building located at the old Cherokee Electrical site.

Please click the checkbox for all that apply:

- One Time Purchase
- Project
- Recurring Operational Need
- Replace Existing Asset (must complete fields at right)

Replacing an Asset	
EBCI Tag #	_____
Description	_____
Serial/VIN #	_____
Current Mileage	_____

Budget Overview

Total Cost: \$ 60,159.16

Funds from Other Sources:
(provide explanation & account) _____

Tribal Funds Requested: \$ 60,159.16

Explanation of Other Funding Sources
Account _____

Staggering project costs IF multi-year project

FY	Amount	Amount Justification/Description

Vendor

Requires either 3 quotes OR Sole Source Justification

1) Paramount Security Consultants LLC	\$	60,159.16	6/9/26
Vendor	Quote		Date
2) _____			
Vendor	Quote		Date
3) _____			
Vendor	Quote		Date

Exhibit D: OIT - Housekeeping CCTV & Access Control System

Sole Source Justification

Paramount Security Consultants LLC has been identified as the lowest-priced vendor within the Southeastern region for comparable surveillance solutions. In addition to their competitive pricing, Paramount has demonstrated the ability to deliver and deploy equipment rapidly, which is critical to meeting our project timeline and operational needs. Their responsiveness and logistical capabilities make them uniquely positioned to fulfill the requirements of

Additional Backup Documentation

- 1 Planning documents including minutes, resolution, agreements or other documentation relating to the request.
- 2 Project/Purchase estimates, quotes, notice of award and any other financial documents must be attached.
- 3 All infrastructure projects must have all detailed documentation attached or the form will be incomplete.
- 4 Copy of approved Project Workgroup request (if applicable).
- 5 Copy of approved OIT - Technology Request Form.

Dustin Armachain

Submitted By (Print Name)

Paxton Myers

Divisional Secretary (Print Name)

Dustin Armachain
Dustin Armachain (Jun 10, 2026 07:57:34 EDT)

06/10/2026

Submitter Signature

Date

Paxton Myers
Paxton Myers (Jun 10, 2026 12:22:15 EDT)

06/10/2026

Divisional Secretary Signature

Date

Please submit completed form and all backup to your Financial Analyst.

For Finance Use Only

- Requires Fleet Committee Approval
- Approved by Project Workgroup

Net Book Value of Asset Being Replaced

Funding Source:

- | | |
|--|--|
| <input checked="" type="checkbox"/> CIP Purchase | <input type="checkbox"/> General Fund |
| <input type="checkbox"/> CIP Projects | <input type="checkbox"/> Indirect |
| <input type="checkbox"/> Endowment #2 | <input type="checkbox"/> Levy |
| <input type="checkbox"/> Internal Financing Fund | <input type="checkbox"/> Gaming |
| <input type="checkbox"/> Debt Service Sinking Fund | <input type="checkbox"/> Program Funds |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Program Funds - Grant |

Account #: 3700.10.700.9110.00000

6/10/2026

Completed Request Received Date

Dorote Anthony

6/29/2026

Date

N/A

Grants Analyst (if applicable)

Date

- Request Approved

Approval Level: _____

- Request Denied

Signature: _____

Date

New assets:

Access Control \$19,683.35
Cameras \$40,475.81

Exhibit D: OIT - Housekeeping CCTV & Access Control System

Remit To: Paramount Security Consultants LLC
 921 Matthews Mint Hill Rd Ste E
 Matthews, NC 28105-1726



Quote #	2000828
Date	06/09/2026
Expiry Date	07/09/2026

Bill To:
EBCI - Eastern Band of Cherokee Indians 282 Seven Clans Ln Cherokee, NC 28719

Ship To
EBCI - Eastern Band of Cherokee Indians 282 Seven Clans Ln Cherokee, NC 28719

Line #	Description	Unit Price	Qty	Extended Price
Access Control				
1	Hes 1006 Strike Kit	\$668.20	16.00	\$10,691.20
2	Standard Smart Reader V2; black; low and high frequency version	\$239.25	16.00	\$3,828.00
3	Core Series 8 port 12/24VSmart Hub; 8 entry capacity Power supply: FPV series; E2 enclosure	\$2,514.30	2.00	\$5,028.60
Video				
4	CORNER MNT FOR LRGE PENDT WLMT-1001	\$132.46	4.00	\$529.84
5	Wall Mount for large pendant camera	\$110.83	4.00	\$443.32
6	5MP; 30 Day; Alta; WDR; Day/Night Outdoor Dome; 3.4-10.5mm f/1.6 Integrated IR; up to 10 year warra	\$1,034.43	7.00	\$7,241.01
7	5MP; 30 Day; Alta; 4 head H5A Multisensor Camera; up to 10 year warranty with an active Aware licen	\$2,443.83	4.00	\$9,775.32
8	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon	\$182.04	4.00	\$728.16
Licensing				
9	Alta Video Subscription; per camera; including 30 days cloud storage; 5 years	\$695.13	11.00	\$7,646.43
10	Premium: Pack of 10 entries (5 Years)	\$7,830.00	1.00	\$7,830.00
11	Premium: Pack of 5 entries (5 Years)	\$4,698.00	1.00	\$4,698.00
12	Premium: Pack of 1 entry (5 Years)	\$1,305.00	1.00	\$1,305.00
SHIPPING				
13	S&H FEE FOR GROUND SHIPPING	\$414.28	1.00	\$414.28
		Sub Total		\$60,159.16
		Tax		\$0.00
		Total		\$60,159.16

Handwritten notes:
 \$135.55 \$275.73
 5% = 7% / 67.28%
 r/o shipping
 \$59,744.88
 19,549.80
 40,197.08

Accepted By: _____ Signature: _____ Date: _____

The following are to be the responsibility of others or billed separately from this proposal, unless otherwise specified herein:

Regulated 120VAC; UPS or generator power; suitable equipment mounting space; roof penetrations; network drops, ports, or termination/punch down of patch panels and IP addressing; all cable provided by customer must be terminated on both ends; suitable Internet service (ISP); POTS telephone lines; conduit & pathways; hardware; drywall/ceiling patching, repair and/or painting; free parking for service vehicles; required man lifts; applicable sales taxes; normal business hours access to the work area; and interfacing, programming and testing of "other" building controls, such as parking, lighting or HVAC; 120VAC outlet to be terminated directly to alarm panels on dedicated circuits. Warranty terms are 90 days on labor and 1 year on equipment from the time of completion.

All Service calls are billed at a 2 hour minimum.



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5111

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 20.)



**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Natural Resources Program is responsible for protecting, preserving, and promoting the sustainable use of the limited natural resources found on Tribal lands; and

WHEREAS, the Natural Resources Program has identified a funding opportunity from North Carolina State to implement watershed restoration plans that will help restore waters impaired by non-point sources of pollution; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Natural Resources Program is authorized to apply for and accept funds from North Carolina State in the estimated amount of \$250,000 for FY27-30.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Natural Resources Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5112

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 21.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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Date

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Natural Resources Program is responsible for protecting, preserving, and promoting the sustainable use of the limited natural resources found on Tribal lands; and

WHEREAS, the Natural Resources Program has identified a funding opportunity from the Cherokee Preservation Foundation to create a water shortage management plan; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Natural Resources Program is authorized to apply for and accept funds from the Cherokee Preservation Foundation in the estimated amount of \$150,000 for FY27 - 28.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Natural Resources Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5113

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 22.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

Date

RESOLUTION NO. _____ (2026)

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WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Natural Resources Program is responsible for protecting, preserving, and promoting the sustainable use of the limited natural resources found on Tribal lands; and

WHEREAS, the Natural Resources Program has identified a funding opportunity from the Center for Disease Philanthropy for the purchase, construction, and necessary supplies for an additional greenhouse to expand rivercane propagation efforts; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Natural Resources Program is authorized to apply for and accept funds from the Center for Disease Philanthropy in the estimated amount of \$100,000 for FY27-28.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Natural Resources Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5114

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 23.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

Date

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Domestic Violence and Sexual Assault (DVSA) Program provides prevention and intervention services to victims of domestic violence, sexual assault, dating violence, human trafficking, and/or stalking. The DVSA Program also provides educational outreach to EBCI community members and residents; and

WHEREAS, the DVSA Program has identified a funding opportunity from the U.S. Department of Justice (DOJ) – Office of Violence Against Women (OVW) to support victim/client services and educational outreach efforts; and

WHEREAS, an estimated \$65,523 in personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI DVSA, is authorized to apply for and accept funds from the DOJ-OVW in the estimated amount of \$278,184 for FY26-30.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Domestic Violence and Sexual Assault Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5115

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 24.)

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

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_____ Date

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Public Health and Human Services (PHHS) Division is designed to improve the population health and quality of life of all Cherokee residents; and

WHEREAS, the PHHS Division has identified a funding opportunity from the Truist Foundation that will provide foundational funding for the IDD/Autism project to assist with developing programs, services, and activities that promote independence and self-advocacy across all life stages for those with IDD/Autism; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is an estimated amount of \$3,750,000 grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Public Health and Human Services Division is authorized to apply for and accept funds from the Truist Foundation in the estimated amount of \$1,250,000 for a total project amount of \$5,000,000 for FY27-30.

BE IT FURTHER RESOLVED that the EBCI will contribute a grant match in the estimated amount of \$2,000,000 from the Capital Fund, \$1,000,000 donated from Caesars, and \$750,000 will be raised through fundraising efforts.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI PHHS Division



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5116

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 25.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has previously utilized funding from the Boys & Girls Clubs of America to mentor native club kids and would like to continue to utilize this opportunity; and

WHEREAS, there is an estimated amount of \$20,000 in personnel costs covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to apply for and accept funds from the Boys & Girls Clubs of America in the estimated amount of \$20,000 for FY26-27.

BE IT FURTHER RESOLVED that this resolution allows the Cherokee Youth Center to continue to apply for this opportunity on a continuing basis.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5117

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 26.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has been awarded funding from the Boys & Girls Clubs of America to assist with club costs; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to accept funds from the Boys & Girls Clubs of America in the estimated amount of \$1,088 for FY26-27.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5118

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 27.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has been awarded funding from the Boys & Girls Clubs of America Native Services to participate in the Native Services Executive Advanced Leadership Program; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to accept funds from the Boys & Girls Clubs of America Native Services in the estimated amount of \$5,000 for FY26.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5119

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 28.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has been awarded funding from the Boys & Girls Clubs of America Native Services to implement the Native adapted Summer Brain Gain program; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to accept funds from the Boys & Girls Clubs of America Native Services in the estimated amount of \$10,000 for FY26.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5120

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 29.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has previously utilized funding from the Boys & Girls Clubs of America to mentor native club kids and would like to continue to utilize this opportunity; and

WHEREAS, there is an estimated amount of \$20,000 in personnel costs covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to apply for and accept funds from the Boys & Girls Clubs of America in the estimated amount of \$20,000 for FY26-27.

BE IT FURTHER RESOLVED that this resolution allows the Cherokee Youth Center to continue to apply for this opportunity on a continuing basis.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5121

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 30.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has been awarded funding from the Boys & Girls Clubs of America Native Services to attend the Native Summit this fall; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to accept funds from the Boys & Girls Clubs of America Native Services in the estimated amount of \$1,900 for FY26-27.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5122

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 31.)

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

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_____ **Date**

RESOLUTION NO. _____ (2026)

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Cherokee Youth Center Program is an after school and summer youth program that provides services to children ages 5 to 18; and

WHEREAS, the Cherokee Youth Center Program has identified a funding opportunity from the Nantahala Health Foundation to assist with improving the health and well-being of the youth and young adults in the community; and

WHEREAS, no personnel costs will be covered by this grant; and

WHEREAS, there is no grant match required.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and at which a quorum is present, that the EBCI Cherokee Youth Center Program is authorized to apply for and accept funds from the Nantahala Health Foundation in the estimated amount of \$50,000 for FY27-28.

BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Cherokee Youth Center Program



Eastern Band of Cherokee Indians

PO Box 455
Cherokee, NC 28719

Text File

File Number: 2026 -5123

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: Tribal Council

File Type: Resolution

Agenda Number: 32.)



DATE

RESOLUTION NO. _____ (2026)

WHEREAS, the Tribal Operations Program has received four donation requests for the June session of Council, and,

WHEREAS, these requests do meet the requirements as presented in Resolution 20 (2019)

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in Council assembled at which a quorum is present that the following donations are hereby approved;

- 1.) Cherokee Middle School Volleyball - \$600
- 2.) Line Dive Elite (8u) - \$600
- 3.) Line Drive Elite (12u) - \$600
- 4.) Line Drive Elite (14u) - \$600

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification of the Principal Chief

Submitted by: The Tribal Operations Program on behalf of the above-named