

# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719



## Meeting Agenda - Final

Thursday, March 5, 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****V. Reports and Announcements**

- 1.) [2026 -5015](#) An ordinance to establish an elk hunting season  
**Attachments:** [item 1 3.5.26](#)  
*(New Ord)*
- 2.) [2026 -5016](#) An ordinance to establish the EBCI digital sovereignty  
**Attachments:** [item 2 3.5.26](#)  
*(New Ord)*
- 3.) [2026 -5017](#) An ordinance to amend CC Chapter 16C so that distributions to qualified enrolled members from the Minors Trust Fund are treated as general welfare distributions and not subject to federal income tax  
**Attachments:** [item 3 3.5.26](#)  
*(New Ord)*
- 4.) [2025 -4917](#) Tabled Ord. No. 6(25) - An ordinance amending the judicial code - Chapter 7 of the Cherokee Code  
**Attachments:** [T. Ord. 6\(25\)](#)  
*8:30 a.m.*
- 5.) [2025 -4945](#) Tabled Res. No. 27(25) - A resolution to provide for transparency in tribal governance  
**Attachments:** [T. Res. 27\(25\)](#)  
*8:40 a.m.*
- 6.) [2025 -4946](#) Tabled Res. No. 28(25) - A resolution to reaffirm Part 1. Section 19 of the Charter and Governing Document of the Eastern Band of Cherokee Indians; and Cherokee Code Chapter 117-12  
**Attachments:** [T. Res. 28\(25\)](#)  
*8:50 a.m.*
- 7.) [2025 -4948](#) Tabled Res. No. 30(25) - A resolution to enhance transparency in tribal governance  
**Attachments:** [T. Res. 30\(25\)](#)  
*9:00 a.m.*

- 8.) [2025 -4980](#) Tabled Res. No. 88(2026) - A resolution to acknowledge the 100th anniversary of the placement of the Qualla Boundary into trust with the United States of America  
**Attachments:** bu item 15 1.8.26  
[T. Res. 88\(26\)](#)  
9:10 a.m.
- 9.) [2025 -4984](#) Tabled Res. No. 92(26) - A resolution requesting that Tribal Council express its full support for the Reconciliation in Place Names Act and urges the United States Congress to pass this legislation without delay  
**Attachments:** [T. Res. 92\(26\)](#)  
9:20 a.m.
- 10.) [2025 -4988](#) Tabled Amended Res. No. 97(26) - A resolution authorizing the EBCI to withdraw from USET and terminate its membership  
**Attachments:** [T. Amd. Res. 97\(26\)](#)  
9:30 a.m.
- 11.) [2026 -4990](#) Tabled Ord. No. 107(26) - An ordinance to amend the time for filing ethics complaints and amending the publication requirements for ethics reports  
**Attachments:** [T.Ord. 107\(26\)](#)  
9:40 a.m.
- 12.) [2026 -4991](#) Tabled Ord. No. 108(26) - An ordinance to amend the Tribe's laws on fishing guides which shall be known as the "William Thomas "Dooley" Saunooke Law"  
**Attachments:** [T.Ord. 108\(26\)](#)  
9:50 a.m.
- 13.) [2026 -4992](#) Tabled Ord. No. 109(26) - An ordinance to update the Tribe's Fishing Laws  
**Attachments:** [item 3 2.5.26](#)  
10:00 a.m.
- 14.) [2026 -4993](#) Tabled Ord. No. 110(26) - An ordinance amending Cherokee Code Chapter 45 to update the Tribes laws on foreclosure of security instruments that contain the power of sale and are used to secure repayment of a loan  
**Attachments:** [item 4 2.5.26](#)  
[Tabled Ord 110 2026 Eminent Domain](#)  
10:10 a.m.
- 15.) [2026 -5013](#) Tabled Ord. No. 111(26) - Amending Chapter 1 - Civil Procedure  
**Attachments:** [item 4b 2.5.26](#)  
[T. Ord. 111\(26\)](#)  
10:20 a.m.

- 16.) [2026 -5014](#) Tabled Ord. No. 112(26) - An ordinance to amend CC Chapter 17 to provide for the distribution of certain revenues from Qualla Enterprises, LLC, to the Tribe and Tribal members  
**Attachments:** [Tabled Ord 112 2026 rev from Qualla Ent. Cannabis Rev. Allocation Plan](#)  
10:30 a.m.
- 17.) [2026 -5003](#) Tabled Res. No. 122(26) - A resolution to approve the research project entitled "American Indian Alumni Voices: "Navigating Non-Native Campus Culture" by Dr. Sara Lute, Assistant Professor of Psychology at the University of North Carolina Asheville  
**Attachments:** [item 22 2.5.26](#)  
[T. Res. 122\(26\)](#)  
10:40 a.m.
- 18.) [2026 -5006](#) Tabled Res. No. 125(26) - A resolution to authorize a Tribal census for the purpose of adjusting Tribal Council weighted votes  
**Attachments:** [item 25 2.5.26](#)  
[T. Res. 125\(26\)](#)  
10:50 a.m.
- 19.) [2026 -5018](#) A resolution to approve the research project entitled "Automatic External Defibrillators in Rural and American Indian and Alaskan Native Populations" by Audry Blewer, Assistant Professor Duke University  
**Attachments:** [item 19 3.5.26](#)  
11:00 a.m.
- 20.) [2026 -5019](#) A resolution to approve the Research Project Entitled "A Community-Driven Approach to Maternal Mental Health for Indigenous Women in the Nurse-Family Partnership Program within the EBCI by Angie Trombly  
**Attachments:** [item 20 3.5.26](#)  
11:10 a.m.
- 21.) [2026 -5020](#) The Fire Department requests to apply for and accept funds from the Dogwood Health Trust in the estimated amount of \$289,928 for FY26-27  
**Attachments:** [item 21 3.5.26](#)  
11:20 a.m.
- 22.) [2026 -5021](#) The Public Health and Human Services Administration program requests to apply for and accept funds from the US Department of Labor, Veterans Employment Training Services in the estimated amount of \$1,500,000 for FY26-29  
**Attachments:** [item 22 3.5.26](#)

- 23.) [2026 -5022](#) Budget Amendment - Emergency Telephone Budget (Increase Use of Fund Balance for equipment purchases approved by the NC 911 Board  
**Attachments:** [item 23 3.5.26](#)  
bu item 23 3.5.26  
  
11:30 a.m.
- 24.) [2026 -5023](#) A resolution to approve capital, funding and project requests  
**Attachments:** [item 24 3.5.26](#)  
bu item 24 3.5.26
- 25.) [2026 -5024](#) A resolution to update the Fiscal Management Policy  
**Attachments:** [item 25 3.5.26](#)  
bu item 25 3.5.26
- 26.) [2026 -5025](#) A resolution to allocate funding received from Tribal Opioid Lawsuit Settlements  
**Attachments:** [item 26 3.5.26](#)  
bu item 26 3.5.26  
  
11:40 a.m.
- 27.) [2026 -5026](#) A resolution to correct the official name of the Tribe from "Eastern Band of Cherokee Indians" to "Eastern Cherokee Nation"  
**Attachments:** [item 27 3.5.26](#)  
bu item 27 3.5.26  
  
11:50 a.m.
- Lunch**
- 28.) [2026 -5027](#) A resolution granting a limited waiver of sovereign immunity to T-Mobile License, LLC for the purpose of expanding cellular phone service and wireless services on the Qualla Boundary  
**Attachments:** [item 28 3.5.26](#)  
bu item 28 3.5.26  
  
1:10 p.m.
- 29.) [2026 -5028](#) A resolution requesting Tribal Council adopt the Transportation Improvement Plan  
**Attachments:** [item 29 3.5.26](#)  
  
1:20 p.m.
- 30.) [2026 -5029](#) A resolution authorizing a waiver for Birdtown Community Club to receive FY26 funding  
**Attachments:** [item 30 3.5.26](#)  
bu item 30 3.5.26  
  
1:30 p.m.

- 31.) [2026 -5030](#) A resolution requesting to bestow the title of Beloved Man to Mr. Davy Arch  
*Attachments:* [item 31 3.5.26](#)  
1:40 p.m.
- 32.) [2026 -5031](#) A resolution requesting EBCI to designate the Tribal Veteran Services Department to oversee maintaining the stock and distribution of EBCI flags where they are needed  
*Attachments:* [item 32 3.5.26](#)  
1:50 p.m.
- 33.) [2026 -5032](#) A resolution advancing EBCI sovereignty and stewardship of lands administered by the US Forest Service and US Park Service across the ancestral homelands of the Kituwah People and endorsing the frameworks for stewardship and collaboration established by the Elohi Dinigatiyi (Earth Keepers)  
*Attachments:* [item 33 3.5.26](#)  
2:00 p.m.
- 34.) [2026 -5033](#) One Donation Resolution for the month of March - Robbinsville High School Lady Knights Varsity Softball - \$600  
*Attachments:* [item 34 3.5.26](#)  
2:10 p.m.

### ***Emergency Resolutions***

### ***Banishment Items if Necessary***

- 35.) [2026 -5034](#) Angel Antonio Palmo - Banishment  
*Attachments:* [item 35 3.5.26](#)

### **V. Recessed**



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5015

---

**Agenda Date:** 3/5/2026

**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 to establish an elk hunting season.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

WHEREAS, the Eastern Band of Cherokee Indians is duly authorized to establish and regulate its natural resources under its sovereign powers as a federally recognized Indian Tribe; and

WHEREAS, Chapter 113 of the Cherokee Code sets out the Tribe's laws for hunting, fishing, and for other topics involving wildlife and natural resources; and

WHEREAS, currently the Tribe allows for the hunting of various animals, but not elk; and

WHEREAS, it is now possible to establish a limited elk season which balances increased hunting opportunities for enrolled members and the responsible management of the elk population on Tribal lands; and

WHEREAS, in order to clarify the Cherokee Code to reflect these changes in how the Tribe regulates its natural resources, the Natural Resources Department suggests the following amendments to Chapter 113.

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 allow for an elk hunting season, Cherokee Code Chapter 113 is hereby amended as follows:

**Sec. 113-5. Prohibitions.**

- (a) *Hunting offenses.*
  - (1) It shall be unlawful to hunt or discharge a firearm within 100 yards of any commercial property, elderly housing, hospital, school, housing project, campground, motel, church or any other property used by the public for public gathering, unless such activity is performed while participating in a lawfully organized exercise.
  - (2) It shall be unlawful to spotlight wild animals or birds.
  - (3) Migratory game birds may be hunted or taken only during the times and in the manner permitted by federal regulations.
  - (4) It shall be unlawful to shoot into a squirrels nest.
  - (5) It shall be unlawful to cut den trees.
  - (6) It shall be unlawful to hunt, trap, kill or take any bird of prey ~~or elk~~.
  - (7) Reserved.
  - (8) It shall be unlawful to trap any big game or any other game except a species specified in this Chapter within Tribal lands.
  - (9) Game birds may be taken one-half hour before sunrise through one-half hour after sunset with shotgun, bow and arrow, dogs or by falconry.

- 1 (10) Bear, wild boar, raccoon, opossum, and coyote may be taken day or night.  
2 (11) It shall be unlawful to hunt or trap on the possessory holding of another Tribal member without  
3 permission from the possessory holder.  
4 (12) Reserved.  
5 (13) Reserved.  
6 (14) It shall be unlawful to kill a non-bearded female (hen) turkey at any time.  
7 (15) It shall be unlawful to bait wild turkey and deer.  
8 (16) It shall be unlawful to kill wild turkey with a rifle or pistol.  
9

10 [No changes to subsections (b) or (c).]  
11

12 [No changes to C.C. 113-6 or C.C. 113-7.]  
13

14 **Sec. 113-8. Big game.**

- 15 (a) Big game, for purposes of hunting on Tribal lands, shall be limited to bear, white-tailed deer, elk,  
16 and wild turkey.  
17 (b) The season for hunting wild turkey shall be from the second Saturday in April until the third  
18 Saturday in May (spring season).  
19 (1) The limit for wild turkey shall be two per season (toms only), per licensed hunter.  
20 (2) There shall also be a youth turkey hunting season. The youth season begins the same day as  
21 North Carolina's hunting season. The first seven days shall be designated for youth ages 16 and  
22 under, and the youth shall be allowed two toms.  
23 (c) The hunting of bear shall be from the first Monday in September at sunrise through December 31.  
24 (1) The limits for bear shall be two per season, per licensed hunter.  
25 (2) It shall be unlawful to take or kill any bear weighing less than 100 pounds or to take or kill a  
26 female bear with a cub. It shall be unlawful to take or kill any bear cub. Abandoned and/or  
27 orphaned bear cub sightings must immediately be reported to the Natural Resource Enforcement  
28 Office.  
29 (d) The season for hunting white-tailed deer shall be from the Saturday immediately preceding the  
30 Thanksgiving holiday to January 1.  
31 (1) The limits for white-tailed deer shall be one (1) antlered deer with a minimum of eight (8) points  
32 per season, per licensed hunter.  
33 (2) Deer may only be harvested using archery weapons. Blackpowder and guns are prohibited.  
34 (3) All harvested deer shall be reported to the Department within 24 hours.  
35 (4) A deer may be harvested only if the hunter has a current, valid deer tag issued by the  
36 Department.  
37 (e) It shall be illegal for any person to sell any organ, skin or body part of any big game animal to any  
38 non-enrolled member or to any person beyond the boundaries of Tribal lands or to any person who  
39 will remove such organ, skin or body part from Tribal lands.  
40 (g) The season for hunting elk shall be October 1 through November 1.  
41 (1) Hunting elk shall be by permit only as issued by the Natural Resources Department.  
42 (2) The bag limit for elk is one per permit.  
43 (3) A hunting license is not a substitute for an elk hunting permit.  
44 (4) The Natural Resources Department shall adopt rules, including but not limited to the manner of  
45 taking, harvest reporting systems, and permit fees and allocation methods to regulate elk hunting.  
46

47 BE IT FINALLY ORDAINED, that this ordinance shall become effective upon ratification by  
48 the Principal Chief.  
49

50 *Submitted by the Natural Resources Department and the Timber Committee.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5016

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 2.)

Cherokee Council House  
Cherokee, North Carolina

---

Ordinance No. \_\_\_\_\_ (2026)

*A ordinance to establish the Eastern Band of Cherokee Indian's digital sovereignty.*

WHEREAS, a digital economy is the future of economic sovereignty, and,

WHEREAS, digital sovereignty, encompasses:

- Tribal governance over network infrastructure (broadband, internet service providers, communications)
- Control and stewardship of tribal data (collection, storage, sharing, privacy)
- Self-determined digital policy frameworks that reflect Indigenous values and community needs
- Using digital infrastructure to support education, healthcare, public safety, economic development, and community services under tribal control,

WHEREAS, As AI, data mining, and big-tech expand into every area of life - from health to education to environment and economy - who controls data matters. For tribes, digital sovereignty means protecting collective rights, cultural knowledge, privacy, tribal financial security and long-term community interests.

WHEREAS, Digital infrastructure and access remain uneven across Indian Country. Developing an Eastern Band of Cherokee Indians digital sovereignty law offers a roadmap to build and govern our own infrastructure - tailored to our needs, not imposed from outside.

WHEREAS, Empowering tribal control of data and tech supports broader sovereignty: economic development, public safety, community health, education, climate resilience, natural resources protection and cultural preservation.

NOW THEREFORE BE IT ORDAINED by the Tribal Council of the Eastern Band of Cherokee Indians in Tribal Council assembled at which a quorum is present that Eastern Band of Cherokee Indians Tribal digital sovereignty is a continued shift toward self-determination for the 21st century.

42

43

44 BE IT FURTHER ORDAINED that this resolution shall become effective upon ratification  
45 of the Principal Chief

46

47

48 Submitted by: Mike Parker, Wolftown/Big-Y Tribal Council Representative



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5017

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 3.)

**CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA**

**Date:** \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_ (2026)**

*An ordinance to amend Tribal law to provide that distributions from the Minor's Trust Fund to eligible enrolled members may be made as part of the Tribe's GenWell program, and not subject to Federal income tax, when the distributions comply with requirements of the General Welfare Exclusion adopted by the Internal Revenue Service.*

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

WHEREAS, Tribal Council is authorized and empowered to adopt laws and regulations for the general government of the Tribe, to govern the management of real and personal property held by the Tribe, and is vested with full power to enforce obedience to such laws and regulations as may be enacted by the Tribe (EBCI Charter and Governing Document § 23); and

WHEREAS, the Tribe seeks to improve the general welfare of its members through a variety of Tribal programs, including providing financial distributions for social welfare, medical assistance, education, housing or other similar needs intended to qualify for the General Welfare Exclusion (GWE) from federal taxation as provided by the Internal Revenue Service; and

WHEREAS, one of the ways the Tribe has improved the general welfare of its members is by creating a Minors Trust Fund, in which certain net gaming revenues from the Tribe's casinos operated under the Indian Gaming Regulatory Act are invested and distributed on a per capita basis to eligible enrolled members upon the occurrence of qualifying events; and

WHEREAS, historically, per capita distributions from the Minors Trust Fund have been subject to federal income taxation; and

WHEREAS, the U.S. Internal Revenue Service has issued guidance, or is expected to issue guidance, providing that distributions from the Minors Trust Fund to eligible enrolled members may satisfy GWE requirements and therefore be free from federal taxation as income.

WHEREAS, Tribal law governing distributions from the Minors Trust Fund should be amended so enrolled members receive the full benefit of the General Welfare Exclusion.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that CC Chapter 16C, known as the Gaming Revenue Allocation Plan, shall be amended to read as follows:

**Sec. 16C-2. Definitions.**

For purposes of this chapter:

*Act* shall mean the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. 2701 et seq.

*BIA* shall mean the Bureau of Indian Affairs, or the official of such agency with the duty or assigned authority to act in behalf of the agency.

*Capital improvement program (CIP)* shall mean the program established to provide funding for ongoing capital improvements of Tribal operations and programs.

*Cherokee Central Schools Assistance Fund* shall mean that fund established to provide funding to implement the Cherokee Central Schools Strategic Plan and the Facility Master Plan.

*Cherokee Central School Board* shall mean those officials elected to carry out the policies and procedures for the Cherokee Central School System.

*Debt service sinking fund* shall mean the fund established for the purposes set forth in Section 16C-14.

*Distributable net revenue* shall mean all revenue distributed to the Tribe by a gaming operation, which shall be calculated as follows: gross revenue of the gaming operation less (1) prizes and operating expenses, (2) payments owed to a management contractor, (3) debt service payments (including without limitation principal, interest, and related fees, costs, and expenses), and (4) contributions to duly authorized capital/expansion reserve funds. Distributable net revenue shall include surplus regulatory funds distributed to the Tribe by the Tribal Gaming Commission.

*Eligibility for disbursement* shall apply to any person who is enrolled as of September 30, 1997, March 31, 1998, and each subsequent disbursement date thereafter with the Tribe, provided that person is enrolled no less than 60 days preceding a scheduled disbursement and meets all requirements of this chapter.

*Endowment and Investment Funds* shall mean the trust funds established pursuant to this chapter to administer funds allocated for investment and appreciation for the long-term benefit of the Tribe and its members.

*External investments* shall mean investments that may be made by the Minors Trust Fund, Debt Service Sinking Fund and the Endowment and Investment Funds which must be made under the Prudent Investor Rule, in accordance with the investments permitted to be made by such funds in this chapter, as amended or supplemented from time to time.

*Equivalent degree* shall mean a high school diploma, GED, degree from a vocational or technical college, or other appropriate educational institution as determined by the Tribe.

*General Welfare Exclusion Program* shall mean the laws and policies written or adopted by the Tribe to provide a mechanism for providing benefits, which may include financial distributions, to eligible Tribal members so that the benefits are excluded from federal income taxation by the U.S. Internal Revenue Service.

*Higher education* shall mean college, graduate, or professional school. Higher education shall not mean secondary school.

*Higher education funding program* shall mean those funds established to provide funds to benefit enrolled members who attend institutions of higher education.

*Housing Fund* shall mean the fund created for the purpose of providing funds to assist in housing development as permitted to be made by this chapter, as amended or supplemented from time to time.

*Interim Distribution Fund* shall mean a fund into which 50 percent of distributable net revenue is deposited monthly by Tribal Management and from which funds are distributed as per capita payments or as general welfare payments to competent adult members on a semi-annual basis and into the Minors Trust Fund semi-annually for minor and other legally incompetent members. This Fund shall be invested only in U.S. Treasury bills, other U.S. Government obligations or collateralized bank certificates of deposits. Only one type of instrument shall be used during the accrual period and the type of investment used will be determined by interest rate predictions within the accrual period. The obligations shall have a maturity date of no later than November 15 and May 15. The instrument used during each period shall be approved by the Investment Committee and the Tribal Budget and Finance Office by September 1 and March 1.

*Internal investments* shall mean investments that are made by allocation or distribution of funds through the Tribal budget process.

*Manager* shall mean that person or institution retained by the Tribe to manage and oversee the investments of the Minors Trust Fund.

*Members* shall mean those persons who are duly recognized as enrolled members of the Eastern Band of Cherokee Indians by the Tribe.

*Minor* shall mean a member who has not yet reached the age of 18 years.

*Minor Trust Fund* shall mean a fund created by the Tribe pursuant to Section 16C-6 to receive a portion of the distributable net revenue for and on behalf of enrolled minor and incompetent members of the Tribe.

*Revenue allocation plan* shall mean this Chapter 16C of the Cherokee Code.

*State* shall mean the State of North Carolina.

*Tribal Council* shall mean the legislative body of the Eastern Band of Cherokee Indians.

*Tribal Court* shall mean the Cherokee Court established pursuant to Article 7 of the Cherokee Code.

*Tribal Entity* shall mean only Qualla Housing Authority, Cherokee Boys Club, the Tribal Casino Gaming Enterprise, the Tribal Bingo Enterprise, the Cherokee Indian Hospital Authority, Cherokee Cablevision, Kituwah LLC, and the Eastern Band of Cherokee Indians Community Development Corporation (Sequoyah Fund).

*Tribal management* shall mean the Executive Committee and the Tribal Finance Officer, who shall be jointly responsible for verifying the calculation of distributable net revenue on a monthly basis for purposes of this chapter and for making monthly deposits of such distributable net revenue into the appropriate accounts or funds under this chapter.

*Tribal shares* is defined as: Total Shares = 12 months/12 shares of the competent adult + 12 months/12 shares minors + x months per deceased members (as defined in section 16C-5(b))/12 shares).

*Tribe* shall mean the Eastern Band of Cherokee Indians. It does not mean individual members of the Tribe.

(Ord. No. 888, 10-13-2005; Ord. No. 457, 9-12-2006; Ord. No. 481, 10-3-2008; Ord. No. 873, 9-18-2009; Ord. No. 245, 8-5-2016; Ord. No. 20, 2-14-2018; Ord. No. 369, 12-15-2022; Ord. No. 550, 6-9-2023)

**Sec. 16C-5. Distribution to members.**

- (a) *Semi-annual distribution.* Per capita payments, or if appropriate, general welfare distributions, shall be made two times each year to all competent adult members eligible for the distribution as set forth in Section 16C-4. Likewise, an appropriate share shall be set aside twice each year in the Minors Trust Fund on behalf of minor and incompetent members.
- (b) *Distribution for deceased members.* Eligible members as defined under Section 16C-4 who have passed away prior to the date of any scheduled disbursement shall be eligible to receive a pro rata share of the proposed per capita disbursement for each and every month during the calculation period that they were alive. The Tribal Finance Office shall disburse any and all funds of the deceased Tribal member to the authorized, or court appointed, administrator for the deceased's estate.
- (c) *Distribution to handicapped members.* Eligible minors who have a severe handicap or terminal illness may request early distribution of per capita payments, or if appropriate, general welfare distributions, through their parent or guardian in accordance with Section 16C-6(c)(3).
- (d) *Garnishment.* Except as specifically set forth in this section, the per capita disbursements to which each Tribal member is entitled, and general welfare distributions, are absolutely exempt from creditors and shall not be garnished, attached, or paid to any other person or entity except as provided in this section. Per capita payments and general welfare distributions may be garnished only as follows:
  - (1) *Garnishment for child support.* A parent, guardian, court-appointed trustee, or other individual or entity, who has provided for the support of any minor Tribal member, may request the court-ordered garnishment of any responsible enrolled member's per capita distribution and general welfare distributions for the support of the minor child. Such a garnishment shall only be effective if it is ordered in compliance with subparagraph (d)(3), below.
  - (2) *Garnishment for debts owed to the Eastern Band of Cherokee Indians.* The Tribe including the Cherokee Court and Cherokee Supreme Court, or other Tribal entity as defined in this Chapter, may administratively garnish a member's per capita payment and general welfare distributions to reimburse the Tribe or the Tribal entity for any outstanding fees, costs, rent, judgments, user fees, or other charges owed to the Tribe or the Tribal entity. This subsection shall not apply to fees, costs, rent, judgments, user fees, or other charges owed to individual Tribal members except for deceased Tribal

member's estates collecting money judgments, or for criminal restitution ordered in a criminal sentence, which garnishment for such collection shall be allowed. Such a garnishment shall only be effective if it is ordered in compliance with subparagraph (d)(3), below.

- (3) *Procedure.* Garnishment orders may only be entered if the following minimum due process requirements have been met:
  - (A) Garnishment of per capita and/or general welfare distributions is only permitted to enforce a valid, final, and enforceable court order or judgment entered after the defendant was personally served with a summons and complaint, and given an opportunity to be heard in compliance with the law of the jurisdiction granting the judgment.
  - (B) The defendant must be given notice of the request for garnishment, either in the complaint originally served on the defendant or by a motion served on the defendant by first class mail at least ten days prior to hearing on the garnishment motion.
  - (C) A list of garnishments must be received by the Tribal finance office no less than 30 days before a scheduled disbursement.
  - (D) The garnished funds shall be deposited with the Tribal Court for disbursement in accordance with the court order after the time for legal review under subparagraph (d)(4) has passed.
  - (E) After these procedures have been followed once, the garnishment order shall remain in effect for subsequent distributions until the debt is paid in full.
- (4) *Legal review.* Funds garnished pursuant to Tribal court order shall be held by the Tribal finance office for a period often working days after the disbursement. Upon a request within those ten days by a member whose disbursement has been garnished, the office of the attorney general will review the court records to ensure there was compliance with the procedures set forth in this section. Upon discovery of a failure to comply with these procedures, the office of the attorney general will notify the court and the funds shall be held by the court in escrow until the Tribal member can be given notice and an opportunity to be heard.
- (e) *Voluntary assignment.* This subsection shall apply only to debts owed to the Tribe or to a Tribal entity listed in Section 16C-2. A member who owes an obligation to the Tribe or a Tribal entity may enter into a voluntary assignment agreement for all or part of the amount of a scheduled disbursement, subject to the following limitations:
  - (1) The Office of the Attorney General shall develop a voluntary assignment agreement form. Voluntary assignments shall not be enforced unless they are completed on the proper form, notarized, and filed with the Tribal Finance Office at least 60 days prior to a scheduled per capita disbursement or if appropriate, general welfare disbursement.
  - (2) A fee of \$35.00 per voluntary assignment will be charged to the member requesting the assignment to defer the costs of administering the assignment by the Tribal Finance Office.

- (3) A voluntary assignment may cover past and/or future obligations owed by the member to the Tribe or Tribal Entity. A single assignment may obligate multiple distributions, such as to ensure repayment on a monthly basis of a Tribally guaranteed home mortgage loan, however a separate fee shall be administered for each per capita distribution , or if appropriate, general welfare distribution.
  - (4) Voluntary assignments, unless they expressly state otherwise, convey to the Tribe all present and future right, title and interest in per capita distributions, or if appropriate, general welfare distributions; they shall remain in effect and are irrevocable until the debt for which the assignment is made is paid in full.
  - (5) A Tribal member who receives a Tribal guarantee of a loan to purchase, refinance, construct or improve a home under a loan guarantee program approved by the Tribal Council may assign his or her per capita , or if appropriate, general welfare disbursement, in advance to the Tribal division, program or entity charged with administering the guarantee program, or have his/her per capita or general welfare distributions garnished by the Tribe or Tribal Entity under subsection (d), for repayment of the debt owed to the Tribe or the lender, maker, holder, successor or assign of the mortgage.
- (f) *Priorities.* In the event there are multiple garnishments or assignments against a member, priority for disbursement of funds shall be as follows:
- (1) Garnishment under subsection (d) for child support;
  - (2) Garnishment under subsection (d) for debts to the Tribe or a Tribal Entity; and
  - (3) Assignments under subsection (e) for debts to the Tribe or a Tribal Entity.

Within each category above, priority shall be determined by the date of the garnishment order or the grant of the assignment.

- (g) *Limitation on garnishment.* Except as specifically set forth in subsections (d) and (e) of this section, the disbursements to which each Tribal member is entitled are absolutely exempt from creditors and shall not be garnished, attached, or paid to any other person or entity, including the Tribal Court. Any resolution, ordinance, or code provision which states or implies otherwise is hereby rescinded and shall have no further force or effect.
- (h) *Timing for per capita distributions.* Distribution to members shall be made within 75 days of the following:

March 31 and September 30 of each year.

Any scheduled per capita disbursements made in accordance with this Chapter shall be made within 75 days of the above referenced dates. Per capita distributions shall occur only on regular business days. The Finance Office shall calculate and disburse per capita to eligible members no later than 75 days following the first disbursement closure date and again at the close of the fiscal year. In calculating disbursement, the Finance Office shall use financial data provided by the TBE and TCGE operations for the first semi-annual disbursement and the second semi-annual disbursement, which shall be reconciled to a certified audit. Tribal Management shall make appropriate allocations and transfers and insure that per capita distributions are made no later than 75 days after the end of the first disbursement closure date and again at the end of the fiscal year.

- (i) *Certified roll of eligible members.* The Tribal Enrollment Office shall deliver to Tribal Management a current certified roll of all members eligible under this Chapter, and in accordance with the Tribal Enrollment Ordinance, as of March 31 and a second certified roll as of September 30 of each disbursement year. Said certification shall be submitted to the Finance Office no later than 15 days following the aforementioned dates. Only names of the newly enrolled members for the current year shall be published in the Cherokee One Feather no later than 15 days following the aforementioned dates.
- (j) *Percentage of distributable net revenue.* The percentage of the distributable net revenue available for distribution to each competent adult member under this Chapter shall be determined by applying the following formula: An amount shall be added which is the sum of Total Shares. Total Shares is defined as: Total Shares = 12 months/12 shares of the competent adult + 12 months/12 shares minors + x months per deceased members (as defined in Section 16C-5(b))/12 shares. Total shares shall then be divided into 50 percent of distributable net revenue to equal the distribution per share. The distribution per share shall be multiplied by the total shares distributable to competent adult members, minors, and deceased members which shall equal no more than the Minors Trust Fund and/or per capita distribution which is required pursuant to this Chapter. Anyone not on the certified roll for the semi-annual distribution shall have no right to any past Minors Trust Fund and/or per capita distributions. This requirement shall become effective on the date of ratification of the ordinance from which this Article derives.
- (k) *Balance of funds.* The balance of the funds after calculation of the amount to be distributed to competent adult members as set forth in Section 16C-5 shall be transferred to the fund for the benefit of enrolled minor and incompetent adult members, to be allocated as set forth in Section 16C-6.
- (l) *Improper assignments and garnishments before 1999.* No per capita assignment or garnishment, except for child support or debts to the Tribe, should have been accepted by the Cherokee Court of Indian Offenses after the ratification of Ordinance No. 528 (1999) on April 14, 1999. The court improperly accepted assignments and garnishments after that date, and those assignments and garnishments are void and unenforceable by operation of law. Because members of the Tribe and the public have relied in good faith on the court's improper action, however, the Tribal Council has determined that those improper assignments and garnishments will be partially honored on a one-time basis using the following procedure:
- (1) The remedy provided in this subsection shall apply only to garnishments ordered by the court after April 14, 1999, and filed with the court on or before November 29, 1999. Valid garnishments or assignments of per capita ordered by the court before April 14, 1999 shall remain enforceable until paid in full. No garnishment or assignment of per capita filed after November 29, 1999 shall be valid or enforceable in any way, unless it is for child support or a debt to the Tribal government or a Tribal Entity.
  - (2) Garnishments for child support or Tribal debts, and other garnishments ordered prior to April 14, 1999, shall be released to the court after the ten-day legal review period provided in subsection (d)(4) of this section. The Tribal finance office shall freeze all other funds subject to court garnishments or assignments pending hearing.

- (3) The garnishments or assignments subject to a hearing under this subsection shall be paid only in the amount of the principal loan or debt, plus interest at a rate of 24 percent per annum (two percent per month) from the date of the loan through November 30, 1999.
- (4) The Tribal Court shall conduct a hearing on each garnishment or assignment. The clerk of court shall give the debtor and creditor notice by personal service or mail at least 30 days prior to the hearing. The hearing shall be held before a judge or magistrate whose name does not appear on the original garnishment order.
- (5) At the hearing, the creditor shall have the burden of proving, by clear and convincing evidence, the principal amount of the loan or debt on which the garnishment or assignment was based. The debtor shall have the right to raise defenses at the hearing. If the creditor fails to meet that burden of proof, then the judge or magistrate shall enter an order that the creditor receive nothing.
- (6) At the conclusion of each hearing, the judge or magistrate shall enter an order, signed in person by that judge or magistrate, stating:
  - (A) The principal amount of the loan or debt, if proven; and
  - (B) The amount of interest accrued at two percent per month from the date of the loan through November 30, 1999.

In no event shall the amount ordered by the court exceed the amount of the original assignment or garnishment order.

- (7) Upon receipt of the order described in subparagraph (1)(6) from the court, the finance office shall release the funds so ordered to the clerk of court for distribution to the creditor. Any balance remaining, after hearings and orders on all garnishments allegedly executed by a Tribal member, shall be released to the Tribal member.
- (8) Orders entered pursuant to this section shall remain in effect until the allowed amount is paid in full.
- (9) This subsection shall not affect the validity of garnishments for child support or Tribal debts, the validity of garnishments ordered by the court before April 14, 1999, or the validity of voluntary assignments properly filed with the finance office under former subsection (e). All such garnishments and assignments have priority over the orders entered under this subsection.
- (10) This subsection is not intended to affect the contractual rights of any creditor. It is intended to provide a partial remedy for creditors whose garnishments or assignments are otherwise void and unenforceable by operation of law. For any alleged claim that remains unsatisfied after the hearing, the creditor may file a separate civil action against the debtor in the Tribal Court and pursue the judgment collection procedures provided by Chapter 25, which do not include garnishment or assignment of per capita.
- (11) The clerk of court shall prepare a budget amendment providing for the return of all filing fees charged to creditors for garnishments or assignments ordered after April 14, 1999 and covered by the hearing procedures of this subsection. Upon approval of that budget, the clerk shall return all such filing fees to the respective creditors. Debtors shall not be required to pay those filing fees.

- (12) The Tribal Court is directed to post the following notice in a prominent location easily visible to the public in the clerk's office at all times:

NO VOLUNTARY ASSIGNMENTS OR GARNISHMENTS OF PER CAPITA PAYMENTS WILL BE ACCEPTED BY THIS COURT. PER CAPITA PAYMENTS CAN ONLY BE GARNISHED AFTER A JUDGMENT IS ENTERED BY THIS COURT FOR CHILD SUPPORT OR DEBTS OWED TO THE EASTERN BAND OF CHEROKEE INDIANS OR ITS ENTERPRISES.

- (13) Nothing in this Chapter shall be deemed a waiver of the sovereign immunity of the Eastern Band of Cherokee Indians, or its officers, agents, or employees acting in their official capacities. To the extent that any other Tribal law may be interpreted as such a waiver of sovereign immunity for any claim or action related to distribution of per capita payments, it is hereby rescinded.
- (m) In connection with a loan transaction or an agreement to repay a debt, the Tribe or a Tribal Entity may create a secured interest in an enrolled member's present and future per capita distributions by having the enrolled member execute a security agreement and financing statement, which may be combined into a single document. The financing statement or combined document is deemed to be properly filed and the security interest perfected when the statement or combined document is maintained in the files of the Budget and Finance Office or the Tribal program or Tribal Entity obtaining the security interest, and the per capita distribution is possessed by the Tribe. A per capita distribution is possessed by the Tribe from the time the funds are received by the Tribe until they have been distributed by check or electronic transfer to the enrolled member.

#### **Sec. 16C-6. Minors and other legal incompetents.**

The interests of minor and legally incompetent members otherwise entitled to receive per capita payments, or if appropriate, general welfare distributions, shall be protected as follows:

- (a) *Trust Fund for enrolled minor and incompetent members.*
- (1) Within 60 days after approval of this section by the Secretary of Interior, the Tribe shall establish a legal trust (hereinafter "the Minors Trust Fund") for the benefit of all minor members and legally incompetent members who shall be eligible for per capita payments, or if appropriate, general welfare distributions.
  - (2) Members of the Investment Committee shall serve as the Trustees of the Minors Trust Fund, provided that there shall be no fewer than three Trustees. The Trustees shall select an institutional Manager and such other advisors as they deem necessary, with suitable expertise and discretion to administer the Minors Trust Fund and invest its assets. The Minors Trust Fund shall be invested in a reasonable and prudent manner so as to protect the principal and seek a reasonable return.
  - (3) The Minors Trust Fund shall be established as a "grantor" trust, under which the Tribe is the grantor and owner of the trust for the benefit of its enrolled minor and incompetent members.

- (4) The Minors Trust Fund shall comply with all applicable internal Revenue Code provisions and Internal Revenue Service (IRS) regulations, revenue procedures, revenue rulings, or other guidance in force from time to time, to ensure that amounts contributed to and held in the fund, shall not be taxable to the individual enrolled member until they are actually distributed, or made available for distribution pursuant to this section, to the individual enrolled member; provided, however, that distributions that qualify to be non-taxable because they satisfy the requirements of the IRS' General Welfare Exclusion may be made under that exclusion. The necessary provisions to achieve these goals shall be included in the trust documents.
- (5) *Contingent Provisions.* To the extent that applicable law and IRS guidance allows the following trust provisions to be included without triggering adverse tax consequences to the individual trust beneficiaries (*e.g.*, taxation prior to actual distribution of the trust funds), the following shall be included in, or later added by amendment to, the trust documents. To the extent that the tax consequences of including these provisions is unclear or uncertain under applicable law or IRS guidance, the Trustees of the Minors Trust Fund are authorized to request an IRS private letter ruling and to act in accordance with any IRS guidance received pursuant to such a request.
- (A) There shall be five staggered distributions from the ~~m~~Minor's ~~t~~rust ~~f~~und to eligible members reaching the age of majority as follows:
- 1) The first distribution shall be in an amount which is the lesser of \$50,000.00 or one-fifth the amount of the total amount held in trust for the eligible member, and shall be made upon meeting the following eligibility criteria:
    - a. Prior to receiving the first distribution, the enrolled member has reached the age of 18 and must submit the following documentation: (1) the original or a certified copy of their high school diploma or GED; (2) if the member has been home schooled, a writing from the state agency in the state in which the member was home schooled indicating that the member has successfully passed the state-wide test accepted by the state for such students. The enrolled member must submit the documentation to the Trustees prior to receiving any funds from the Minors Trust Fund. If the Tribe determines that the diploma, GED or other writing is questionable, the Tribe may require other proof. Proof of completion of a course of studies from a correspondence school is not acceptable; a student or graduate of a correspondence school must also prove that they have successfully passed the same or a similar state-wide test as required in this subsection of home school graduates. Effective April 1, 2011, any minor member will be required to complete the required financial course and include his/her Certificate of Completion to be entitled to receive any monies.

Any minor member, who fails to submit the appropriate information as described above shall not be entitled to any monies held on their behalf in the Minors Trust Fund until the minor member has provided evidence of attaining such a degree and Certificate of Completion for the financial course; or

- b. The minor member reaches the age of 20 years, whichever occurs first. Minor members with learning disabilities or other disabilities may present a certificate of attendance showing that the student has attended a full 12 years of school and that certificate shall be deemed to be an equivalent degree for purposes of this section.
- 2) The second distribution shall be in an amount which is the lesser of \$50,000.00 or one-fourth the amount of the total amount remaining after the first distribution held in trust for the eligible member, and shall be made when the member reaches the age of 20 years. If the first distribution occurs under 16C-6(a)(5)(A)1)b. above, then the eligible member shall be distributed both amounts of the first and second disbursements, at the same time, totaling the lesser of \$100,000.00 or one-third the total of the total amount held in trust for the eligible member.
  - 3) The third distribution shall be made when the eligible member reaches age 22 years and shall be in an amount which is the lesser of \$50,000.00 or one-third the amount of the total account balance.
  - 4) The fourth distribution shall be made when the eligible member reaches age 24 years and shall be in an amount which is the lesser of \$50,000.00 or one-half the amount of the total account balance.
  - 5) The fifth distribution shall be in an amount totaling the entire remaining amount held in trust for the eligible member and shall be made when the eligible member reaches the age of 25 years.

(B) The amendments to this section presented by Ordinance 334 (2024) shall be implemented and effective January 1, 2025; this applies to all applications received after January 1, 2025.

(b) *Advance distributions for education.*

- (1) It is the policy of the Tribe to provide the best possible education for enrolled members. It is the Tribe's specific goal in establishing the Minors Trust Fund to help each student fund a college education. It is recognized that some members may encounter extraordinary educational problems preventing them from being able to attend or benefit from college. In those situations, a beneficiary may request an advance distribution to fund other urgent educational needs that cannot be funded by other sources.
- (2) In general, an advance distribution for educational purposes shall be requested only for attendance at a secondary school, college, graduate or professional

school. However, incompetent and minor members with learning or other disabilities shall be eligible to request a distribution for special training or education in academic or non-academic programs or schools for disabled or handicapped students. For purposes of this section, "secondary school" shall mean a private school or boarding school that is a member of the National Association of Independent Schools.

- (3) In order to request an advance distribution from the Minors Trust Fund for educational purposes, a written request must be submitted by the parent or legal guardian, or in the case of a member who has attained age 18 without graduating from high school, by the member, to the Trustees. The funds requested may not exceed the cost of tuition, program fees, miscellaneous fees, room, board, books and equipment.
  - (4) Any advance distribution for education shall be disbursed jointly to the parent/legal guardian (or member, age 18—24) and the school, program or other institution providing the educational services.
  - (5) If such a request is granted, the amount disbursed shall not exceed the proportional share of the Minors Trust Fund allocated to the requesting beneficiary at the time of the request. The Tribe may require that the amount disbursed be paid directly from the Tribe to the educational institution or vendor and/or that a receipt be provided from the educational institution or vendor after payment.
- (c) *Advance distributions to minors and incompetents for health care.*
- (1) It is the policy of the Tribe to make funds in the Minors Trust Fund available for the benefit of beneficiary's unmet health care needs. In the event of unmet health care needs, a beneficiary may request an advance distribution of their share of the trust to fund actions and services that fulfill urgent medical needs, but only when such needs cannot be met from other available personal, Tribal or other public sources.
  - (2) In order to request an advance distribution for unmet health needs, a written request must be submitted by the parent or legal guardian (or member, age 18—24) to the Trustees. The request must include sufficient, current written information about the specific treatment or unmet health need for which the advance distribution will be used. Whether the documentation is sufficient and current shall be determined by the Trustees. The funds requested may not exceed the cost of necessary medical or dental treatment that cannot be met from other available personal, Tribal or other public sources.
  - (3) In addition, a parent or legal guardian may request early disbursement of trust funds for a severely handicapped or terminally ill minor who is not likely to reach the age of 18 years. Such a request must be supported by specific documentation by both educational and medical personnel to support the representation of either the severity of the handicap or the terminal illness.

- (4) Any advance distributions for health care will be disbursed jointly to the member's parent/legal guardian or member (age 18—24) and the hospital or other health care institution providing the specific medical services.
  - (5) If such a request is granted, the amount disbursed shall not exceed the proportional share of the Minors Trust Fund allocated to the requesting beneficiary at the time of the request. The Tribe may require that the amount disbursed be paid directly from the Tribe to the health care provider or vendor and/or that a receipt be provided from the health care provider or vendor after payment.
- (d) *Advance distributions for housing*
- (1) It is the policy of the Tribe to make funds in the Minors Trust Fund available for the benefit of minors fund beneficiaries for unmet housing needs. In the event of unmet housing needs, a minor beneficiary may request an advance distribution of their share of the trust to fund the purchase of housing, but only when such needs cannot be reasonably met from other available personal, Tribal or public sources.
  - (2) In order to request an advance distribution for unmet housing needs, a beneficiary must submit a written request to the Trustees. A written request must include sufficient, current information and documentation of housing needs and housing costs.
  - (3) In order to be eligible for an advance distribution for housing, beneficiaries must satisfy all the following criteria:
    - (A) must be a beneficiary of the Minors Trust Fund with an account balance;
    - (B) must be between the ages of 18—24;
    - (C) housing purchase must be the beneficiary's primary residence;
    - (D) must demonstrate proof of income;
    - (E) must have land held in the name of the beneficiary or for a mobile home purchase, beneficiary must have land held in their name OR a minimum of a ten-year lease.
  - (4) If such a request is granted, the amount disbursed shall not exceed 98 percent of the home's purchase price and 80 percent of the beneficiaries account balance at the time of the request. Payment shall be made directly to the seller, home-builder, or financing institution. The distributed amount shall be "grossed-up" to account for the amount a tax withheld by the Tribe for remittance to the Internal Revenue Service.
- (e) *Decision process for advance distributions.*
- (1) Any advance distribution for educational, health, or housing needs shall be made only in the Trustees' sole discretion. If an advance distribution is made, the beneficiary's account is thereby reduced by the amount of the advance distribution.

- (2) The Trustees are authorized to establish a screening committee of health and educational professionals to review and make recommendations regarding advance distribution requests. The committee is authorized to create policies and procedures by which to discharge its responsibilities. The policies and procedures must be approved by the Trustees before implementation. The ultimate decision to distribute funds, however, shall remain in the sole discretion of the Trustees.
  - (3) The Trustees shall develop and approve internal policies and procedures governing distributions to beneficiaries from the Minors Trust Fund.
- (f) *Distributions for deceased persons.*
- (1) Any person for whose benefit funds are held in the Minors Trust Fund who passes away shall have any funds held for their benefit disbursed in the following order of priority:
    - (A) If the deceased person has a surviving spouse and/or child(ren), then the funds shall be divided and distributed equally to all such persons.
    - (B) If the deceased person has no surviving spouse or children, then the funds shall be divided and distributed equally to the person's surviving parent(s) or a relative(s) who served as a guardian(s), if any.
    - (C) If the deceased person has no surviving spouse, children, parents or a relative(s) who served as a guardian(s), then the funds shall be divided and distributed equally to the person's surviving sibling(s), if any.
    - (D) If no spouse, children, parents, a relative(s) who served as a guardian(s), or siblings survive the deceased person, then the deceased person's share shall revert to the Grantor (the Tribe).
    - (E) In no event shall the funds of a deceased person be distributed to the person's estate.
  - (2) A recipient of funds disbursed pursuant to subsection (e)(1) above does not have to be an enrolled member.
  - (3) A potential recipient identified in subsection (e)(1) does not have to submit a claim or a request for a disbursement. The death of the minor member is the event which shall cause the Tribe to disburse the money. However, before the Tribe may make a disbursement, a potential recipient must provide to the Tribe information including, but not limited to, their name, address, age, relationship to the deceased, and social security number, so that the Tribe may conduct a proper disbursement. The Tribe shall make the disbursement only after it is satisfied that it has made reasonable efforts to properly identify the recipients and it has received necessary information from identified recipients.
  - (4) If there are multiple recipients, the Tribe shall disburse the money in equal shares to them.
  - (5) If a recipient is a minor, his or her share shall be disbursed to the parent(s) or a relative(s) who served as a legal guardian(s), who the Tribe has determined

provides the primary care for the minor recipient and is legally responsible for him or her.

- (6) The EBCI Investment Committee, as Trustees of the Minors and legal incompetents fund, shall review and determine the proper recipient(s) of funds held for a deceased person in coordination with the Office of the Attorney General.
- (g) *Disbursements prior to attaining 18 years of age.* Except as provided in subsections (b) or (c) or (e) of this section, no disbursements from the Minors Trust Fund shall occur until the minor has at least obtained the age of 18 years. No court order evidencing emancipation prior to attaining majority shall be accepted or acted upon to authorize a disbursement from the Minors Trust Fund.
- (h) *Voluntary disenrollment.* No distributions whatsoever from the Trust Fund shall be made to any minor or, in the alternative to any guardian or parent of a minor or legally incompetent member, when that minor, or that minor's guardian or parent voluntarily chooses to renounce and abandon their enrollment with the Tribe. Any monies held for the minor prior to disenrollment shall be distributed equally among the other beneficiaries of the Trust Fund.
- (i) *Timing of disbursements.* For purposes of this Chapter, disbursements made from the Minors Trust Fund shall only occur at the end of each calendar quarter. The Tribe shall withhold 25 percent from each distribution to be distributed from each individual's trust account when it makes a disbursement to ensure proper payment of mandatory federal income taxes.
- (j) *Effective date.* This amended section shall be effective upon the date it is approved by the Secretary of the Interior. Upon approval, all funds held in the Minors Reserve Fund established under prior law for enrolled minors and incompetents shall be transferred to the Minors Trust Fund.
- (k) *No implied waiver.* Nothing in this section or in the related trust documents shall be deemed to be a waiver of the sovereign immunity of the Eastern Band of Cherokee Indians for purpose of any access by creditors to assets in the Minors Trust Fund.
- (l) *Alternative provision.* To the extent that applicable IRS guidance does not allow implementation of subsection (a)(5)(A), above, on a tax deferred basis, then the Trustees shall implement that subsection by establishing a taxable trust account or accounts to hold such funds as are remaining after payment of taxes until the enrolled member provides evidence of a high school diploma or equivalent degree or attains the age of 21 years.
- (m) *Special supplement.* Beginning in fiscal year 2004 and each year thereafter, the Tribe shall set aside from non-Reserve and non-Trust Fund monies, and in a separate budget line item, an amount not to exceed \$250,000.00. This amount shall be calculated to make up for reasonably foreseeable losses in the Minors Trust Fund principal caused by investment volatility. The set-aside monies shall be used only as follows: any person entitled to a distribution from the Minors Trust Fund who would, at the time of distribution, receive less than their full share of Minors Trust Fund principal due to losses to principal since fiscal year 2002 caused by market volatility, will be paid an

amount from the set-aside funds sufficient to make up for the loss of principal. Any person who received a Reserve Fund distribution in fiscal year 2003 but who did not receive their full share of principal shall be paid the difference retroactively.

**Sec. 16C-7. Taxation.**

All per capita payments made to individual members are subject to federal taxation, and members receiving per capita payments shall be subject to the withholding of appropriate amounts for such tax payment in the manner and to the extent provided by applicable law; provided, however, that payments made to individuals members in a manner that satisfies the requirements of the IRS' General Welfare Exclusion are not subject to federal taxation, and members receiving such payments as general welfare payments under the Tribe's GenWell program will not be subject to withholding for federal income tax purposes.

BE IT FINALLY ORDAINED that if any provision of a prior ordinance conflicts with a provision of this ordinance, the conflicting provision of the prior ordinance shall be deemed rescinded and the conflict removed, and that this ordinance shall become effective when ratified by the Principal Chief.

*Submitted by Michael McConnell, Attorney General, and Brandi Claxton, Secretary of the Treasury.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4917

---

**Agenda Date:** 12/4/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 4.)

# TABLED

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: OCT 13 2025

ORDINANCE NO. 6 (2025)

*An ordinance amending the Judicial Code - Chapter 7 of the Cherokee Code*

WHEREAS, it has been a longstanding policy and belief of the Tribe that a court system is an essential aspect of the Tribe's inherent sovereign authority, and a Tribal judiciary has existed and operated in different forms in accordance with the Tribe's exercise of its powers of self-government;

WHEREAS, the Judicial Branch in its current form was established in 2000 upon passage of Ordinance No. 29 (2000), which was codified as the Judicial Code in Chapter 7 of the Cherokee Code, and although various provisions have been amended since its codification, the Judicial Code must be amended to ensure consistency and harmony throughout Tribal law, to promote and facilitate the administration of justice and judicial efficiency, and to protect the interests of the Tribal community and the parties appearing before the courts;

WHEREAS, the Judicial Code in Chapter 7 of the Cherokee Code governing the Judicial Branch should be amended to clarify and add provisions controlling matters such as the structure and operation of the courts, the roles and powers of judicial officers, and the procedures ensuring independent and impartial judicial officers;

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present and upon a vote of two-thirds of Tribal Council, that Chapter 7 is amended as set forth in Exhibit A:

1 **Exhibit A.**

2 **Chapter 7 JUDICIAL CODE**

3 **ARTICLE I. IN GENERAL**

4 **Sec. 7-1. Establishment; Composition of the Judicial Branch.**

- 5 (a) The Judicial Branch is established as a branch of government of the Eastern Band of Cherokee Indians. The  
6 Judicial Branch shall be comprised of one Supreme Court, known as the "Cherokee Supreme Court", and one  
7 Trial Court, known as the "Cherokee Court", and such other Trial Courts of Special Jurisdiction as established  
8 by law. The Supreme Court shall be known as the "Cherokee Supreme Court" and the Trial Court shall be  
9 known as the "Cherokee Court." Trial Courts of Special Jurisdiction shall be established by the Tribal Council  
10 and named according to their function (e.g., Cherokee Juvenile Court). The Judicial Branch shall be located  
11 within the Qualla Boundary, provided however that the Judicial Branch may sit and conduct hearings at  
12 another location within the territory of the Eastern Band of Cherokee Indians in accordance with rules  
13 established by the Judicial Branch for the conduct of hearings.
- 14 (b) The Cherokee Supreme Court shall be comprised of (i) one Chief Justice and ~~two~~ (ii) ~~three~~ Associate Justices.  
15 The Trial Court shall be comprised on one Chief Judge and two Associate Judges, and other Associate Judges  
16 of the Trial Courts of Special Jurisdiction. Cases and controversies shall be heard and determined by a panel  
17 of no less than three justices. The Cherokee Supreme Court shall determine by rule a procedure for which  
18 panels are randomly assigned, except that the Chief Justice shall preside over every panel unless disqualified,  
19 recused, or unavailable. In the event that a panel cannot be assigned due to disqualification, recusal, or  
20 unavailability, the Chief Justice may, in a random manner, designate a Judge to serve temporarily on a panel  
21 as an Associate Justice pro tem, except that where the Cherokee Supreme Court is exercising appellate  
22 jurisdiction, no Judge who presided over or participated in the case or controversy on appeal shall be eligible  
23 for designation.
- 24 (c) The Cherokee Court shall be comprised of (i) one Chief Judge (ii) no less than two full-time Associate Judges  
25 and (iii) such part-time Associate Judges as necessary to effectively administer the Cherokee Court. The  
26 Cherokee Court may operate specialty divisions, however denominated, that are now existing or as may be  
27 established or provided for by law or by the Judicial Branch. The Court shall maintain a list of temporary  
28 justices, judges and magistrates available for assignment to particular cases or duties by the Chief Justice.  
29 Prior to assignment by the Chief Justice, temporary justices, judges or magistrates must be nominated and  
30 confirmed in accordance with C.C. §7-11.
- 31 (d) In the event of unavailability, disqualification, vacancy, or other cause which interferes with the timely  
32 administration of justice, the Chief Judge may request that the Chief Justice designate an Associate Justice to  
33 serve as an Associate Judge pro tem to preside over a given case or session, provided that the Associate  
34 Justice shall be disqualified from participating in a review on appeal of any decision entered or case heard  
35 while serving as an Associate Judge pro tem.
- 36 (e) For construction purposes in this Chapter and throughout Tribal law, unless stated otherwise, the term  
37 "Justice" means and includes the Chief Justice of the Cherokee Supreme Court and Associate Justices, and  
38 the term "Judge" means and includes the Chief Judge of the Cherokee Court, full-time Associate Judges, and  
39 part-time Associate Judges, and the term "judicial officer" or "judicial official" means and includes Justices,  
40 Judges, magistrates, and any clerk acting in a judicial or quasi-judicial capacity.
- 41 (f) For construction purposes in this Chapter, pro tem means for a specific time or temporary.
- 42 (g) Reserved.

1 **Sec. 7-2. Jurisdiction of the Judicial Branch.**

2 (a) The jurisdiction of the Eastern Band of Cherokee Indians, including the Judicial Branch, extends to all  
3 persons, activities, and property within the territory of the Eastern Band of Cherokee Indians based upon  
4 inherent territorial or popular sovereignty. The territory of the Eastern Band of Cherokee Indians is  
5 comprised of ~~all lands within the Qualla Boundary~~, all lands held in trust by the United States for the benefit  
6 ~~of the Eastern Band or any member of the Eastern Band~~, and all other lands acquired owned by the Eastern  
7 Band, ~~notwithstanding the issuance of any right of way~~. The territory includes all surface and sub-surface  
8 lands, submerged lands under navigable or non-navigable waters, all air and water, and all natural resources.  
9 ~~Every person who enters the territory shall, by entering, be deemed to have consented to the jurisdiction of~~  
10 ~~the Eastern Band of Cherokee Indians.~~

11 (1) Notwithstanding that consent may otherwise be implied or expressly given, every person who  
12 enters the territory of the Eastern Band of Cherokee Indians or who conducts business with or  
13 enters consensual relationships with the Tribe, including any of its programs, enterprises,  
14 authorities, officials, agents, or employees acting in their official capacities, any Tribally-owned  
15 enterprises or businesses, or any of the Tribe's enrolled members, shall, by entering or engaging in  
16 such conduct, be deemed to have consented to the jurisdiction of the Eastern Band of Cherokee  
17 Indians.

18 (2) Nothing in this section shall be deemed to prevent or limit the exercise of jurisdiction by the Judicial  
19 Branch for cases or claims arising outside of the territory of the Eastern Band of Cherokee Indians.

20 (b) The ~~Trial~~ Cherokee Court shall have original jurisdiction over all cases and controversies, both criminal and  
21 civil, in law or in equity, arising under the Charter, laws, customs, and traditions of the Eastern Band of  
22 Cherokee Indians, including cases in which the Eastern Band of Cherokee Indians, or its officials and  
23 employees, shall be a party. Any such case or controversy arising within the territory of the Eastern Band of  
24 Cherokee Indians shall be filed and exhausted in the Judicial Branch before it is filed in any other jurisdiction.  
25 This grant of jurisdiction shall not be construed to be a waiver of sovereign immunity.

26 (c) The Judicial Branch shall not have jurisdiction over matters in which the exercise of jurisdiction has been  
27 specifically prohibited by a binding decision of the United States Supreme Court, the United States Court of  
28 Appeals for the Fourth Circuit or by an Act of Congress.

29 (d) In deciding cases and controversies ~~over which it has jurisdiction~~, the Judicial Branch shall be bound by the  
30 laws, customs, traditions, and precedents of the Eastern Band of Cherokee Indians. If there is no applicable  
31 Cherokee law, the Judicial Branch shall look next to Federal law, then to North Carolina law, and finally to the  
32 law of other jurisdictions for guidance. Limitations on the authority of the ~~Cherokee Court~~ Judicial Branch to  
33 grant certain types of relief, which are set forth in the Cherokee Code, shall remain in full force and effect,  
34 unless they are specifically rescinded by the Tribal Council.

35 (e) The Cherokee Supreme Court shall have appellate jurisdiction to certify and decide any appeal from the ~~Trial~~  
36 Cherokee Court. The Cherokee Supreme Court shall have original and exclusive jurisdiction to review a final  
37 determination made by the Election Board in any election dispute.

38 (f) The Judicial Branch shall have, in a case of actual controversy within its jurisdiction, the authority to enter  
39 such declaratory judgements or decrees, as provided for in Tribal law or as guided in the exercise of this  
40 authority by the provisions of the Federal Declaratory Judgment Act.

41 **Sec. 7-3. Powers and Duties of the Judicial Branch.**

42 (a) The judicial power shall be vested in the Judicial Branch. The Judicial Branch shall have the power to interpret  
43 and apply the Charter, laws, customs, and traditions of the Eastern Band of Cherokee Indians. ~~The Chief~~  
44 ~~Justice of the Supreme Court shall administer the Judicial Branch.~~

1 (b) The ~~Judicial Branch~~ Cherokee Supreme Court shall develop a system of precedent based on the common law,  
2 customs, and traditions of the Eastern Band of Cherokee Indians. The Judicial Branch shall not adjudicate the  
3 same ~~matter~~ case twice. The Judicial Branch shall have the power to assess fees and costs in accordance with  
4 law, by general rule or by order in specific cases. The Judicial Branch is authorized to create an annual  
5 schedule for fees and costs to be charged and assessed in connection with judicial proceedings and  
6 enforcement of judicial process, including but not limited to filing fees, court-appointed attorney fees,  
7 detention costs, probation costs, and any other fees and costs deemed necessary as part of the ordinary  
8 costs of justice as ordered by the Judicial Branch.

9 ~~(1) Detention costs.~~

10 (A) ~~Persons who are lawfully confined to the Cherokee Detention Center, whether they are awaiting~~  
11 ~~trial, sentenced after conviction or upon a lawful plea, or are sentenced as part of a probationary~~  
12 ~~sentence shall be liable to the Tribe in the sum of \$30.00 for each 24 hours' confinement, or~~  
13 ~~fraction thereof, except that a person so confined shall not be liable for this cost if the case or~~  
14 ~~proceeding against him is dismissed, or if acquitted, or if judgment is arrested, or if probable~~  
15 ~~cause is not found, or if the grand jury fails to return a true bill.~~

16 (B1) The fees and costs set forth under an annual schedule in accordance with this section are not exclusive,  
17 but are in addition to any other legal costs or fees assessed or ordered by the Court Judicial Branch and  
18 nothing in this section do not prohibits the Cherokee dDetention eCenter or the Cherokee Probation  
19 Department from imposing charging costs or fees consistent with their respective policies for services  
20 or items sold from the within the facility or any other legal charges imposed under detention-center  
21 policy.

22 (C2) The ~~dDetention costs~~ collected in accordance with this section shall be used to reimburse the Tribe for  
23 general expenses incurred for housing inmates in the Cherokee Detention Center tribal detention  
24 facility.

25 (D) ~~Changes to the costs or fees in this section apply to costs or fees assessed or collected on or after~~  
26 ~~the effective date of the change.~~

27 (c) ~~The Judicial Branch shall make projections of judicial revenues and propose an annual budget for the Judicial~~  
28 ~~Branch. The Chief Justice shall have the power to administer funds appropriated by law for the Judicial~~  
29 ~~Branch.~~

30 (d) ~~With the exception of appointed Judges and Justices, Judicial Branch personnel shall be tribal employees who~~  
31 ~~are subject to the Tribe's personnel policies and procedures.~~

32 **Sec. 7-4. Powers of the Trial Court.**

33 (a) The ~~Trial~~ Cherokee Court shall have the power to interpret and apply the Charter, laws, customs, and  
34 traditions of the Eastern Band of Cherokee Indians, and to make findings of fact and conclusions of law and  
35 issue all remedies in law and relief in equity.

36 (b) In a given case or controversy, the Cherokee Court shall have the power to declare any law void if such  
37 violates the Charter and Governing Document of the Eastern Band of Cherokee Indians, or any other  
38 governing foundational document hereinafter approved or amended by referendum.

39 (c) If any party seeks a declaration pursuant to subsection (b), then the party seeking such declaration shall  
40 serve the Office of the Attorney General with notice and the Attorney General or their designee shall be  
41 allowed to participate and be heard by the Court.

42 (bd) Orders of the ~~Trial~~ Cherokee Court shall be written and may be published.

1 **Sec. 7-5. Powers of the Supreme Court.**

- 2 (a) The Cherokee Supreme Court shall have the power to interpret and apply the Charter, laws, customs, and  
3 traditions of the Eastern Band of Cherokee Indians, and to make conclusions of law. The Cherokee Supreme  
4 Court shall not have the power to make findings of fact.
- 5 (b) The Cherokee Supreme Court shall have the power to declare any law void if such violates the Charter and  
6 Governing Document of the Eastern Band of Cherokee Indians, ~~enacted in 1986, as it may from time to time~~  
7 ~~be amended~~ or any other governing foundational document hereinafter approved or amended by  
8 referendum, and the power to review an appeal of a declaration of the Cherokee Court made pursuant to  
9 Sec. 7-4(b).
- 10 (c) The Cherokee Supreme Court shall have the power to answer questions of Cherokee Constitutional law,  
11 certified to it by the Cherokee Tribal Council, and shall expedite consideration of any certified questions of  
12 law. In the exercise of sound discretion, the Cherokee Supreme Court may also decline to answer questions  
13 certified by the Cherokee Tribal Council. The Cherokee Supreme Court may issue rules or administrative  
14 orders appropriate to the processing and determination of certified questions of Cherokee Constitutional  
15 law.
- 16
- 17 (ed) The Cherokee Supreme Court shall have the power to establish written rules for the Judicial Branch,  
18 including qualifications to practice law, provided such rules are consistent with law. No person shall be  
19 permitted to practice law in any court of the Judicial Branch unless that person has a valid North Carolina law  
20 license.
- 21 (de) Orders and opinions of the Cherokee Supreme Court shall be written and published.
- 22 (ef) Orders and opinions of the Cherokee Supreme Court are final and shall not be subject to appeal to any other  
23 body of the Eastern Band of Cherokee Indians.
- 24

25 **~~Secs. 7-6. — 7-10. Reserved.~~**

26

27 **Sec. 7-6. Disqualification; recusal.**

- 28 (a) Nothing in this section shall be construed to limit the authority of a judicial officer to voluntarily recuse  
29 themselves from a matter.
- 30 (b) A judicial officer shall be disqualified and shall recuse themselves in any proceeding in which they have a  
31 direct personal, familial, or financial interest in the outcome of any matter.
- 32 (c) A party in a proceeding may file a verified motion for the disqualification of a presiding judicial officer or  
33 officers based on the grounds in subsection (b). The motion shall include a certification that the motion is  
34 being made in good faith, is not being made for the purpose of delay, and has a reasonable basis in law and  
35 fact. The motion shall be filed within ten (10) days of the date the moving party first learned of the alleged  
36 grounds for disqualification, except that no motion shall be filed later than five (5) days prior to the date of  
37 the hearing or the trial absent extenuating circumstances that prevented knowledge of the alleged grounds  
38 of disqualification. The motion shall be presented to the presiding judicial officer who may rule on the  
39 sufficiency of the motion or forward the motion to another judicial officer for a decision as to whether a  
40 different judicial officer should be assigned. An order may be entered upon the sufficiency of the motion  
41 without a hearing, or a hearing may be convened.
- 42 (1) If a presiding judicial officer forwards a motion to another judicial officer for a decision as to  
43 disqualification pursuant to subsection (c), the judicial officer who reviews the motion shall be  
44 determined in the following manner:

- (A) If the presiding judicial officer is a Justice, the motion shall be reviewed by another Justice.
- (B) If the presiding judicial officer is a Judge, the motion shall be reviewed by another Judge.
- (C) If the presiding judicial officer is a magistrate, the motion shall be reviewed by a Judge.
- (D) If the presiding judicial officer is a clerk, the motion shall be reviewed by the Chief Justice.

(d) There shall be no right to an interlocutory appeal of an order issued under subsection (c).

(e) A judicial officer disqualified under subsection (b) may disclose on the record the basis of the judicial officer's disqualification. Following such disclosure, the parties to a proceeding may waive disqualification provided that such waiver is made by agreement of all parties and is incorporated into the record.

**Secs. 7-7. – 7-10. Reserved.**

**ARTICLE II. JUSTICES AND JUDGES**

**Sec. 7-11. Appointment; Oath.**

- (a) A vacancy for any Justice or Judge shall be filled by nomination by tThe Principal Chief shall appoint all justices and judges with confirmation by the Tribal Council. Tribal Council shall hold confirmation hearings in accordance with C.C. Chapter 117, Article III-A.
- (b) Upon confirmation, and prior to entering the duties of office, all Justices and Judges shall take the following oath:

"I do solemnly swear (or affirm) that I will faithfully execute the duties of the office \_\_\_\_\_ (Chief Justice, Associate Justice, Chief Judge, Associate Judge) of the Eastern Band of Cherokees and will to the best of my ability, preserve, protect and defend the charter and governing document, laws confirmed and ratified by the enrolled members of the Eastern Band of Cherokee Indians, and the customs, traditions, and precedents of the Eastern Band of Cherokee Indians. I do solemnly swear (or affirm) that I have not obtained my election or appointment to Tribal office by bribery or any undue or unlawful means or fraud, and that in all measures which may come before me I will so conduct myself as in my judgment shall appear most conducive to the interest and prosperity of the Eastern Band of Cherokees and the Tribal Court."

**Sec. 7-12. Terms of office.**

- (a) The Chief Justice, of the Cherokee Supreme Court and the Chief Judge, of the Cherokee Court and Associate Judges for Trial Courts of Special Jurisdiction shall each serve terms of six years, or until their successors have been sworn into office, and shall be eligible for reappointment.
- (b) Associate Justices of the Cherokee Supreme Court and Associate Judges of the Trial Cherokee Court shall serve terms of four years, or until their successors have been sworn into office, and shall be eligible for reappointment.
- (c) In no event shall a Justice or Judge be authorized to serve more than one (1) year after the expiration of their term, except to the extent that such service is deemed by the Chief Justice to be required for the timely administration of cases or matters under the supervision of such Justice or Judge.

**Sec. 7-13. Compensation.**

- (a) The Justices and Judges shall be paid reasonable compensation as established by law which shall not be decreased during a term of office. The Chief Justice of the Cherokee Supreme Court shall be paid an annual salary. The Associate Justices of the Supreme Court shall be paid on a per case basis. The Chief Judge and full-

1 time Associate Judges of the Trial Cherokee Court shall be paid an annual salary. Associate Judges for Trial  
2 Courts of Special Jurisdiction shall be paid on a per case basis.

3 (b) The Chief Justice has authority to enter Memorandum of Agreements with Associate Justices and part-time  
4 Associate Judges for which compensation shall be set at an hourly rate for cases and/or duties as assigned.

#### 5 **Sec. 7-14. Judicial qualifications.**

6 (a) The Chief Justice of the Supreme Court and the Chief Judge of the Trial Court shall be attorneys licensed by  
7 the North Carolina State Bar and members in good standing of the practicing bar of the Eastern Band of  
8 Cherokee Indians. No person shall serve as a Justice or Judge who has ever been convicted of a felony or  
9 other crime of moral turpitude in any jurisdiction, convicted of any crime involving embezzlement, fraud,  
10 bribery or theft against the Eastern Band of Cherokee Indians, removed by impeachment from any office, or  
11 resigned from any office while under official investigation for impeachment.

12 (b) All persons appointed as associate Justices of the Cherokee Supreme Court and as associate Judges of the  
13 Cherokee Tribal Court shall also :

14 (1) be attorneys licensed by and in good standing with the North Carolina State Bar;

15 (2) be members in good standing of the practicing bar of the Eastern Band of Cherokee Indians; and

16 (3) have strong analytical and communicative legal writing skills. This subsection shall not apply to  
17 persons appointed and confirmed before the effective date of this amendment.

18 (c) The Chief Justice shall meet all judicial qualifications as set forth in this section and shall also have sufficient  
19 legal or judicial experience commensurate with the responsibilities of the position and significant experience  
20 or knowledge of federal Indian law and Tribal law. In appointing a person to serve as Chief Justice,  
21 preference shall be given to enrolled members of the Eastern Band of Cherokee Indians.

22 (d) Justices and Judges shall, within eighteen (18) months upon appointment and confirmation, complete  
23 training for new judicial officers with a preference for training on federal Indian law, the judiciary, and the  
24 history, customs, and traditions of the Eastern Band of Cherokee Indians.

#### 25 **Sec. 7-15. Conflict of interest.**

26 Any Justice or Judge with a direct personal or financial interest in the outcome of any matter shall  
27 recuse himself or herself, and failure to recuse shall constitute grounds for impeachment and removal from  
28 office.

#### 30 **Sec. 7-15. Chief Justice.**

31 (a) The Chief Justice of the Cherokee Supreme Court is the presiding Justice of the Cherokee Supreme Court and  
32 the administrative head of the Judicial Branch. To administer the Judicial Branch, the Chief Justice shall  
33 exercise administrative and supervisory authority over the courts consistent with applicable provisions of law  
34 and any rules promulgated by the Tribe or the Judicial Branch. To facilitate exercise of such administrative  
35 and supervisory authority, the Chief Justice may:

36 (1) Make rules and issue orders appropriate to that exercise to ensure judicial and procedural efficiency.

37 (2) Establish time standards for dispositions of cases.

38 (3) Consistent with the Code of Ethics for Judicial Officers as adopted by the Cherokee Supreme Court,  
39 establish personnel rules and policies for judicial officers.

1 (4) Discipline Judges or Justices by issuing a letter of caution, private reprimand, or suspension with pay.  
2 Any discipline shall be commensurate with the nature and degree of the act and shall not interfere  
3 with the timely and efficient administration of justice.

4 (5) Take other action appropriate to the exercise of the powers in this section and elsewhere in law, and  
5 appropriate to the exercise of the Chief Justice's administrative and supervisory authority.

6 (b) Judicial officers and employees of the Judicial Branch shall comply with rules made and orders issued by the  
7 Chief Justice in accordance with this section.

8 (c) The Judicial Branch shall make projections of judicial revenue and propose an annual budget for the Judicial  
9 Branch. The Chief Justice shall have the power to administer funds appropriated by law for the Judicial  
10 Branch and shall have the authority to enter into Memorandums of Agreement with Associate Justices and  
11 part-time Associate Judges for payment of assignments and/or duties.

12 (d) Notwithstanding any provision to the contrary, the Chief Justice may delegate the exercise of any of the  
13 powers specified in this section to the Chief Judge of the Cherokee Court, and may delegate any  
14 administrative power specified in this section to the Administrative Officer of the Court.

15  
16 **Sec. 7-16. Removal by impeachment. Chief Judge.**

17 The Chief Judge of the Cherokee Court shall be the administrative head of the Cherokee Court and shall be  
18 responsible and accountable to the Chief Justice of the Cherokee Supreme Court in the exercise of their  
19 administrative and supervisory authority.

20  
21 **Sec. 7-17. Vacancies in the Judicial Branch. Removal by impeachment.**

22 (a) Tribal Council expressly finds that an impartial and independent Judicial Branch is an essential exercise of  
23 sovereignty and in the Tribe's best interest, and the making or issuance of an unpopular or unfavorable  
24 decision is not a sufficient ground for discipline or impeachment. Justices and Judges shall be subject to  
25 impeachment and removal from office for violations of oath of office, violations of the Code of Ethics for  
26 Judicial Officers adopted by the Cherokee Supreme Court, and convictions of a felony or other crime of moral  
27 turpitude, or any crime involving embezzlement, fraud, bribery or theft against the Eastern Band of Cherokee  
28 Indians.

29 (a**b**) The Ethics Commission shall have the sole power to remove Judges and Justices by impeachment, and shall  
30 have the authority to investigate, hear evidence, levy Articles of Impeachment, and issue all service of  
31 process for the purpose of carrying out a impeachment proceeding as set forth in this section. ~~and any other~~  
32 power delegated by law. The Ethics Commission shall be comprised of five members, who shall be the  
33 Principal Chief, Vice-Chief, Chairperson of the Tribal Council, Vice Chairperson of the Tribal Council, and the  
34 Chairperson of the Community Club Council. ~~A judge or justice subject to impeachment proceedings shall be~~  
35 given reasonable notice of the charges and shall address the Ethics Commission in a public hearing. An  
36 affirmative vote of four members of the Ethics Commission shall be required to **initiate an impeachment**  
37 **proceeding and for** removal by impeachment under this section.

38 (b**c**) The Ethics Commission shall choose from among its own members an officer to preside over an impeachment  
39 of a judge or justice. Impeachment proceedings shall be open to the public. **Impeachment proceedings may**  
40 **be initiated upon a written verified complaint alleging the existence of one or more of the grounds of**  
41 **impeachment set forth in subsection (a).** The Ethics Commission shall determine if there is evidence  
42 **admissible under the Rules of Evidence and if the evidence establishes probable cause to initiate an**  
43 **impeachment proceeding. The Ethics Commission shall commence an impeachment proceeding upon an**  
44 **affirmative vote of four members of Articles of Impeachment containing a charge of probable cause of one or**  
45 **more of the grounds for removal in subsection (a).** The Ethics Commission shall dismiss the complaint if there  
46 **is no legal or factual basis for impeachment.** ~~A resignation tendered by a person subject to pending~~

1 impeachment proceedings shall be deemed an affirmative judgment for removal by impeachment. Judgment  
2 to remove by impeachment shall be final and not subject to judicial review.

3 (ed) A judgment to remove by impeachment rendered by the Ethics Commission shall include disqualification to  
4 hold future office, disqualification to be employed in any governmental capacity by the Eastern Band of  
5 Cherokee Indians, and may include denial of certain rights, benefits, or privileges as an enrolled member of  
6 the Eastern Band of Cherokee Indians. A judgment to remove by impeachment shall be final and jeopardy  
7 shall not attach so that an impeached official may be bound over for prosecution, trial, conviction, and  
8 sentencing in a court of law. The Eastern Band of Cherokee Indians may initiate a civil action in the Judicial  
9 Branch to seek restitution of any funds wrongfully acquired by an individual removed by impeachment. The  
10 Articles of Impeachment shall contain, at a minimum, sufficient information to inform the Judge or Justice of  
11 the charges against them and the rights accorded to them under this section and shall include a fixed time  
12 and place for the impeachment proceeding. A Judge or Justice subject to an impeachment proceeding shall  
13 be given at least thirty (30) days notice of the charges, and shall have the right to present witnesses,  
14 confront the witnesses against them, be represented by a spokesperson or counsel at their own expense,  
15 and be given an opportunity to respond.

16 (e) Following the impeachment proceeding, the Ethics Commission shall vote to enter a judgment on whether to  
17 remove the Judge or Justice from office based on the testimony and evidence presented of the charges listed  
18 in the Articles of Impeachment. Judgments shall be final and not subject to judicial review. A judgment of  
19 acquittal shall be entered if the Judge or Justice is found not guilty of the charges in the Article of  
20 Impeachment. A judgment to remove by impeachment shall immediately remove the impeached Judge or  
21 Justice from office and be sent to the Office of the Attorney General for any and all further action including  
22 criminal or civil action as appropriate.

#### 24 **Sec. 7-17. Vacancies in the Judicial Branch.**

25 A vacancy in any judicial office shall be filled by appointment in accordance with Section 7-1 above.

#### 26 **Secs. 7-18—7-20. Reserved.**

### 28 **ARTICLE III. OTHER OFFICERS MISCELLANEOUS**

#### 29 **Sec. 7-18. Judicial Branch Personnel.**

- 30 (a) All Judicial Branch personnel shall be Tribal employees and subject to the Tribe's personnel policies and  
31 procedures, except to the extent that Judges and Justices shall be treated as political appointees for such  
32 policies and procedures and subject to the exemptions and exceptions therein.
- 33 (b) Notwithstanding subsection (a), judicial officers shall be bound by applicable law and rules and shall be  
34 subject to Sec. 7-6 governing disqualification and the Code of Ethics for Judicial Officers. No discipline shall  
35 be made pursuant to the Tribe's personnel policies and procedures solely on the basis of an unpopular or  
36 unfavorable decision.

#### 37 **Sec. 7-19. Magistrates.**

- 38 (a) Magistrates shall be neutral and detached judicial officers of the Cherokee Court.
- 39 (b) Magistrates shall impartially administer justice and discharge all duties imposed upon them.
- 40 (c) Magistrates shall have all powers, authority, jurisdiction, and duties conferred or imposed upon them by law  
41 and by the Cherokee Rules of Criminal Procedure. In addition to such powers, authority, jurisdiction, and  
42 duties assigned by law or rule, magistrates shall have the power to:
- 43 (1) Issue oaths and affirmations and take acknowledgements and affidavits;

1 (2) Enforce their lawful orders in a manner consistent with law;

2 (3) Issue subpoenas;

3 (4) Accept cash bonds.

4 (d) Magistrates shall be subject to applicable rules and the Code of Ethics for Judicial Officers as adopted by the  
5 Cherokee Supreme Court and shall be subject to Sec. 7-6 governing disqualification.

7 **Sec. 7-20. Clerk of Court. - Reserved.**

9 **ARTICLE IV. - MISCELLANEOUS**

10 **Sec. 7-21. Annual report.**

11 The Chief Justice shall make an annual report to the Tribal Council at the Annual Council concerning the following  
12 issues:

- 13 (1) Recommended clarifications, changes or additions to the rules of procedure and evidence governing  
14 litigation in the Judicial Branch;
- 15 (2) Suggested clarifications, changes or additions, if any, to the Cherokee Code to facilitate the  
16 administration of justice;
- 17 (3) Statistics concerning the general nature and character of disputes heard or resolved by the Judicial  
18 Branch over the preceding year;
- 19 (4) Budgetary and financial matters related to the Judicial Branch; and
- 20 (5) Such other matters as the Chief Justice deems appropriate.

21 **Sec. 7-22. Sovereign immunity.**

22 Nothing in this chapter shall be construed as a waiver of the sovereign immunity of the Eastern Band of  
23 Cherokee Indians. The Judicial Branch shall dismiss any claim or cause of action against the Eastern Band of  
24 Cherokee Indians, or any of its programs, enterprises, authorities, officials, agents, or employees acting in their  
25 official capacities, unless the complaining party demonstrates that the Cherokee Tribal Council or the United States  
26 Congress has expressly and unequivocally waived the Eastern Band's sovereign immunity for such a claim in a  
27 written ordinance, law, or contract.

28 **Sec. 7-23. Rules of procedure and evidence.**

- 29 (a) The Cherokee Supreme Court shall adopt Local Rules of Practice and Procedure, Rules for Alternative Dispute  
30 Resolution, Code of Ethics for Judicial Officers, Rules of Appellate Procedure, and Rules governing the  
31 conduct of attorneys and advocates admitted to practice and appearing in the Judicial Branch. Unless  
32 superseded by Tribal law or rules promulgated by the Judicial Branch, pProceedings in the courts of the  
33 Judicial Branch shall be governed by the North Carolina Rules of Civil Procedure and, the North Carolina Rules  
34 of Evidence, ~~and the North Carolina Rules of Appellate Procedure~~. The Cherokee Tribal Council adopts these  
35 North Carolina rules as a matter of comity to promote respect for the Cherokee Courts and to facilitate the  
36 practice of law in the Cherokee Courts.
- 37 (b) All documents to be filed with the courts shall be filed in-person, or electronically in accordance with rules  
38 promulgated by the Judicial Branch, at the Cherokee Courthouse, ~~Acquoni Road, Cherokee, Qualla Boundary~~  
39 ~~(North Carolina)~~.

1 (c) This section shall not be construed as a waiver of the Tribe's inherent sovereign authority to make its own  
2 laws and rules. ~~The Supreme Court may propose amendments to specific rules for approval by the Tribal~~  
3 ~~Council. Such rules shall not take effect until so approved and published in the Cherokee Code.~~

4 **Sec. 7-24. Severability.**

5 If any section of this chapter is found to be inconsistent with a specific provision of the Charter or Governing  
6 Document of the Eastern Band of Cherokee Indians, then the Charter shall supersede that section, but all other  
7 sections of this chapter shall remain in full force and effect.

8 **Sec. 7-25. Amendment.**

9 To protect the independence of the Judicial Branch, this Chapter may only be amended by ordinance passed  
10 by a vote of two-thirds of the Cherokee Tribal Council and ~~ratification~~ ratified by the Principal Chief.

11 **Sec. 7-26. Repeal of prior law.**

12 The following sections of Chapter 1 are hereby rescinded, effective upon the implementation of the self-  
13 determination contract with the Bureau of Indian Affairs: Sections 1-1, 1-4, 1-5, 1-7, 1-8, 1-9, 1-10, 1-12, 1-13, 1-15,  
14 1-16, 1-17, and 1-18. All other provisions of Chapter 1 shall remain in effect.

15

16 **Sec. 7-27. Remote Hearings, Technology. - Reserved.**

17

18

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

22

23 Submitted by: Chief Justice Bradley Letts

24

25



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4945

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 5.)

OCT 30 2025

Date: \_\_\_\_\_

RESOLUTION NO. 27 (2025)

*A resolution to provide for transparency in tribal governance*

WHEREAS, In Cherokee Code Chapter 132 – Public Records, Section 2. Findings and Purpose, subsection A and B, reads as follows:

- (a) The Tribe finds that it is vital in a democratic society that public business be performed in an open and public manner. Toward this end, provisions of this Chapter must be construed so as to make it possible for members of the Eastern Band of Cherokee Indians, or their representatives, to have access to public records at a minimum cost and with minimum delay to the persons seeking access.
- (b) Members and their representatives have a right to know the basis of the formulation of public policy. Therefore, it is the public policy of this Tribe that members shall be advised of the performance of public officials and of the decisions that are reached in public activity.

WHEREAS, Tribal Council passed Resolution 308 (2020) that updated the reporting criteria and template for annual reports from tribal programs; and

WHEREAS, There is currently no requirement or mechanism that requires the Principal Chief, Vice Chief, or Tribal Council to provide a monthly or annual report of official business activities; and

WHEREAS, Tribal members have routinely asked for greater transparency in tribal government from elected officials.

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 Tribal Council hereby require the Principal Chief, Vice Chief, and Tribal Council to produce a monthly and annual report for dissemination to tribal news media outlets, community clubs, and the general EBCI constituency.

BE IT FURTHER RESOLVED, that the monthly report contain the minimum information, but not limited to:

- 1                   **1. Attendance and Participation**
  - 2                   a. Attendance record for regular and special Tribal Council sessions.
  - 3                   b. Attendance at assigned committee meetings and other official engagements.
  - 4                   c. Participation in community club meetings or district-level gatherings in an
  - 5                   official capacity.
  - 6
- 7                   **2. Legislative and Policy Activity**
  - 8                   a. List of resolutions and ordinances sponsored or co-sponsored.
  - 9                   b. Voting record for Tribal Council and committee actions.
  - 10                  c. Summary of legislative initiatives, priorities, or policy matters pursued.
  - 11
- 12                  **3. Official Travel and Engagements**
  - 13                  a. Date, location, and purpose of official travel.
  - 14                  b. Summary of outcomes, agreements, or follow-up actions from official
  - 15                  travel.
  - 16
- 17                  **4. Constituent and Community Engagement**
  - 18                  a. Summary of community meetings, events, or tribal program engagements
  - 19                  attended in official capacity.
  - 20
- 21                  **5. Executive or Administrative Updates (for Principal and Vice Chief)**
  - 22                  a. Summary of departmental meetings, directives issued, and
  - 23                  intergovernmental coordination efforts.
  - 24                  b. Updates on implementation of Council-enacted initiatives or executive
  - 25                  actions.
  - 26
- 27                  **6. Financial and Ethical Transparency**
  - 28                  a. Summary of official travel expenditures and discretionary fund use (general
  - 29                  categories only).
  - 30                  b. Completed Gifts, Donations, and Contributions Attestation Form, as
  - 31                  required quarterly by existing policy, incorporated into the appropriate
  - 32                  monthly report.
  - 33                  c. Disclosure of any waiver requests or approvals under Cherokee Code
  - 34                  Section 117-45.5, "Waivers from Standards of Ethical Conduct." The
  - 35                  disclosure shall include the date of the waiver request, the granting authority,
  - 36                  and the stated reason, but shall not include confidential information protected
  - 37                  by law.
  - 38                  d. Disclosure of any conflicts of interest managed in accordance with the
  - 39                  Ethics Ordinance.

40 BE IT FURTHER RESOLVED, that the annual report shall serve as a comprehensive  
41 summary of the year's official activities, accomplishments, and priorities of the  
42 Principal Chief, Vice Chief, and Tribal Council. This report shall be developed

1 in coordination with the annual reports submitted by Tribal Programs to provide  
2 a complete picture of governmental operations and progress, and shall be made  
3 available to tribal members through the same public dissemination channels as  
4 the monthly reports.  
5

6 BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby  
7 rescinded, that this resolution shall become effective upon ratification by the  
8 Principal Chief, and that the Principal Chief be authorized to carry out the intent of  
9 this resolution, which shall remain in effect until implemented or rescinded.  
10

11 *Submitted by:* Joseph Owle, Wolf Town Community  
12



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4946

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 6.)

Date: OCT 30 2025

RESOLUTION NO. 28 (2025)

*A resolution to reaffirm Part 1, Section 19 of the Charter and Governing Document of the Eastern Band of Cherokee Indians; and Cherokee Code Chapter 117-12*

WHEREAS, Charter and Governing Document of the Eastern Band of the Cherokee Indians explicitly describes the powers created and constitutes the legal framework from which law is created and administered; and

WHEREAS, Paragraph 2 of section of 19 of the Charter states, "A tribal census, for the purposes of determining the weight of the votes to be cast by each Tribal Council member, shall be conducted prior to the 1981 tribal election and prior to the election each ten years thereafter to determine the number of enrolled tribal members residing in each township"; and

WHEREAS, Cherokee Code Chapter 117-12 subsection C states, "A Tribal census, for the purpose of determining the weight of the vote to be cast by each Council member, shall be conducted prior to the 1981 Tribal election and prior to the election each ten years thereafter to determine the number of enrolled Tribal members residing in each township. After the regular 1981 Tribal election and each ten years thereafter, the Tribal Council, at its first regular meeting, shall determine the total number of votes to be cast in the Tribal Council and shall allot a voting weight to each Council member. The individual voting weight shall be determined by computing the mathematical ratio, fraction or proportion that exists between the number of enrolled Tribal members residing in each township and the total number of enrolled members"; and

WHEREAS, The last update to the weighted vote in Cherokee Code Chapter 117 was in October 2001 via Resolution 20 (2001); and

WHEREAS, Tribal Council approved Resolution 470 (2022) which authorized an electronic tribal census to be carried out; and

WHEREAS, A tribal census was administered and completed in 2023; and

WHEREAS, To date no official business has been conducted by Tribal Council to fulfill and satisfy the tenets of the Charter and Governing Document and Cherokee Code Chapter 117-12 as result of completing the 2023 census.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

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 Tribal Council hereby fulfill its responsibility to provide for accurate and fair representation of the constituents of each community by determining an updated weighted vote for each tribal community with (90) days of the passage of this resolution.

BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby rescinded, that this resolution shall become effective upon ratification by the Principal Chief, and that the Principal Chief be authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

*Submitted by:* James Bradley, Wolf Town Community  
Joey Owle, Wolf Town Community



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4948

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 7.)

# TABLED

Cherokee Council House  
Cherokee, NC

Date: OCT 30 2025

## RESOLUTION NO. 30 (2025)

### *A resolution to enhance transparency in tribal governance*

WHEREAS, In Cherokee Code Chapter 132 – Public Records, Section 2. Findings and Purpose, subsection A and B, reads as follows:

(a) The Tribe finds that it is vital in a democratic society that public business be performed in an open and public manner. Toward this end, provisions of this Chapter must be construed so as to make it possible for members of the Eastern Band of Cherokee Indians, or their representatives, to have access to public records at a minimum cost and with minimum delay to the persons seeking access.

(b) Members and their representatives have a right to know the basis of the formulation of public policy. Therefore, it is the public policy of this Tribe that members shall be advised of the performance of public officials and of the decisions that are reached in public activity.

WHEREAS, The Tribal Operations Program has utilized Granicus Legistar, a comprehensive agenda and meeting management solution designed specifically for government organizations since about 2014; and

WHEREAS, Granicus Legistar streamlines the legislative process by managing documents, drafting files, and publishing agendas and minutes; and,

WHEREAS, Granicus Legistar has a public facing portal that can be imbedded in the Tribal Member Portal page to provide direct access to historical and current legislative records, documents, et cetera, to EBCI citizen users.

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 Tribal Council hereby direct the Tribal Operations Program (TOP), Information Technology (IT) Department, and other applicable tribal programs, to become trained in utilizing and maximizing the functionality of the Granicus Legistar program.

1 BE IT FURTHER RESOLVED, that Tribal Council direct the IT Department to establish  
2 public access to Granicus Legistar, through the Tribal Member Portal, and provide  
3 for the greatest level of transparency in government activities, as permissible,  
4 through the functionality of Granicus Legistar.  
5

6 BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby  
7 rescinded, that this resolution shall become effective upon ratification by the  
8 Principal Chief, and that the Principal Chief be authorized to carry out the intent of  
9 this resolution, which shall remain in effect until implemented or rescinded.  
10

11 *Submitted by:* Joseph Owle, Wolf Town Community  
12



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4980

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 8.)

*D. B. Patterson*  
Register of Deeds.

DEED OF CONVEYANCE

THIS INDENTURE, made and entered into this 21st day of July, in the year of our Lord, 1926, by and between The Eastern Band of Cherokee Indians of the State of North Carolina, commonly known and designated as the Eastern Band of Cherokee Indians of North Carolina, a corporation party of the first part, and the United States of America party of the second part;

WITNESSETH: That whereas Section 1 of the act of Congress of June 4, 1924 43 Stat. L., 376, entitled, "An Act providing for the final disposition of the affairs of the Eastern Band of Cherokee Indians of North Carolina," provides:

That the Eastern Band of Cherokee Indians of North Carolina is hereby authorized, pursuant to the resolution of its council adopted the 6th day of November 1919, to convey to the United States of America, in trust, all land, money, and other property of said Band for final disposition thereof as hereinafter provided; and the United States will accept such conveyance when approved by the Secretary of the Interior;

NOW THEREFORE: In consideration of the premises and of the mutual obligations, covenants, and conditions herein and in said act of June 4, 1924, contained, the said Eastern Band of Cherokee Indians conveys and by these presents does hereby convey to and unto The United States of America, in Trust for the uses and purposes of said Act of June 4, 1924, 43 Stat. L., 376, aforesaid, all of its land, money, or other property belonging to the said Eastern Band of Cherokee Indians of North Carolina for final disposition thereof as in said Act of Congress provided, the lands belonging to the said Indians, lying and being in the State of North Carolina and more particularly described as: That certain piece or parcel of land known and designated as the Qualla Boundary situate and lying on Beco Creek in Jackson County, and on Oconalufy River, in Swain County, containing originally, seventy-five thousand eight hundred and ninety nine and twenty one one hundredths (75,899.21) acres according to the survey of M.S. Temple, Deputy United States Surveyor, and fully described by metes and bounds in a Deed executed by Wm. Johnson and wife Lucinda M. Johnson to the said Eastern Band of Cherokee Indians, bearing date October 9, 1876, which said Deed was Registered in the Office of the Register of Deeds for Jackson County, North Carolina, in book G, pages 334 to 353, on June 30, 1880 and in the Office of the Register of Deeds for Swain County, North Carolina, on the 8th day of July, 1880, at pages 290 to 317, to which Record reference is made for a full and complete description, by metes and bounds, of the tract of land herein and hereby conveyed, subject, however, to the right of way and easement of the Appalachian Railway Company through and across the lands of the Eastern Band of Cherokee Indians, within the said Qualla Boundary, and described and defined in a deed from the Eastern Band of Cherokee Indians to the said Appalachian Railway Company, bearing date the 7th day of October, A.D., 1909, which said Deed is recorded in the Office of Indian Affairs, Department of the Interior, in Volume 9 of Indian Deeds, at pages 104 to 112, inclusive, excepting and excluding, however from the operation of this conveyance that certain piece or parcel of land lying and being within the said Qualla Boundary and particularly described as follows:

Beginning in the Haywood and Swain County line on the top of the Balsam Range of mountains where the Blount and Cathcart line crosses said range of mountains; thence running in a Northerly direction with the top of the Balsam Range of mountains and the Haywood and Swain County line to the North Carolina and Tennessee line on top of the Smoky Mountains; Thence running in a Westerly direction with the North Carolina and Tennessee line with the top of the Smoky Mountains to the Hughes Ridge; Thence down and with the summit of the Hughes Ridge to the line of the Cathcart survey; Thence North 45 degrees east with the line of the Cathcart tract to the line of the John G. Blount survey; Thence South 45 degrees east with the Blount line and the line of the Cathcart tract to the beginning, containing Thirty Five Thousand (35,000) acres more or less, being all the land formerly owned by the Eastern Band of Cherokee Indians on the Watershed of the Ravens Fork of the Ocona Luffy River and North of the Cathcart tract, which lands were conveyed by the Eastern Band of Cherokee Indians to Wirt C. Ward and Elisha Hutton, on October 4, 1906, said deed being duly filed for record in the Office of the Register of Deeds of Swain County, North Carolina, on October 5, 1906, and recorded book "a c" of Deeds at page 192, et seq., to which record reference is herein made; excepting and excluding also from the operation of this conveyance that certain piece or parcel of land comprising a part of the school farm of the Cherokee Industrial Training School, within the said Qualla Boundary situate and lying on the Ocona Luffy River, at Cherokee, Swain County, North Carolina, according to a survey and plat made by Frank A. Pierce in November, 1896, bounded and described as follows, (Beginning at a stake formerly an elm and maple, on the West Bank of the Ocona Luffy River at the foot of main Street, at Cherokee, (as the Letter F on said Map; thence Running north 64° west 1,410 feet to a stake in the field, the beginning corner of the first above mentioned tract at the Letter F on the said Map; thence North 64° west 1,410 feet to a stake in a field, north west corner of Long Blanket tract No. 1 at the Letter I on said Map; thence north 89° west 825 feet to a locust post on the south side of a hill, northwest corner of Long Blanket tract No. 2, at the Letter I on said Map; thence north 1 degree west 1,386 feet to a locust post on the south side of a hill, north west corner of Long Blanket tract No. 2, at the letter L on said map; thence North 89° west 825 feet to a locust post on the south side of a hill, north west corner of Long Blanket tract No. 2, at the letter I on said Map; thence with the westerly line of said Tract No. 2 South 25° 20' west about 1,827 feet to the line of the tract of said map; thence South 56° 20' east 2,985 feet passing the letter S. on said map (or lappage of Tract) formerly belonging to Ute Sherrill, now owned by Floyd, at the letter Y on said map; thence with that line south 45° east about 850 feet to the letter Y on said map; thence with the middle of the River; thence down stream with the Road leading from Bryson City to Ocona Luffy Ford, at Cherokee, at the point center of the River to the line of the Long Blanket tract; thence north-easterly designated by a X mark on said Map; thence with the road easterly to a point in with that line to the place of beginning, estimated to contain about fifty (50) acres, which tract embraces within its bounds all the Industrial Training School Ford; Thence North 17° east about 1,750 feet to the place of beginning, containing property to the right of Main Street, at Cherokee, North Carolina, as shown on the said Pierce Map, together with the Mrs. Smith house and lot, old post office lot, portion as lies south of the road leading from Ocona Luffy Ford to Bryson City Smith Spring, and other streams used for the water supply at Cherokee Training School; excepting and excluding; also, from the operation of this conveyance so much of the two Long Blanket Tracts of land within the said Qualla Boundary and going boundary, with the right, however, given to the United States to use the comprising a part of the School farm of the Cherokee Industrial Schools, as is shown opposite the Nancy Arneach house, said two described tracts of land having been conveyed to the United States, for school purposes, by the Eastern Band of Cherokee Indians, by Deed of conveyance dated April 13, A.D. 1897, and duly recorded in the Office of the Register of Deeds of Swain County, North Carolina,

on June 5th, 1897, in Book "R" Records of Deeds at pages 392 to 407, to which record reference is herein made; excepting and excluding also from the operation of this conveyance that certain piece or parcel of land situate and being within the said Qualla Boundary in Swain County, North Carolina, particularly described by metes and bounds as follows: BEGINNING on a small chestnut above a spring and runs N. 65 E 33 feet to a stake in the public road, said stake stands N. 48 E 18 feet from said spring; then with the W. bank of said road, S. 11 E. 337 ft. to a stake; then S. 2 E 198 feet to a small sycamore on the west bank of said road; then west leaving said road, 81 ft. to a large rock on a hill side; then N. 30 W. 200 ft. to a stake, then N. 13 E. 350 feet to the the beginning, containing 1-1/5 acres. Conveying also, that certain piece or parcel of land recently purchased by the Eastern Band of Cherokee Indians from Elmira J. Ayres and husband, J.M. Ayres of Swain County, North Carolina; Floyd Jenkins and wife, Claudia Jenkins, of Sevier County, Tennessee, and L.J. Conner and wife, Victoria Conner, Parley B. Beck, unmarried, and Lenora Beck, unmarried, of Mahoning County, State of Ohio, lying and being in Swain County, North Carolina, and described as follows; Beginning on a chestnut on the bank of Ocona Lufly River at the mouth of the Still House Branch said chestnut being the S.W. corner and the beginning corner of No.20; then up said Ocona Lufly River as it meanders to a rock and stake on the bank of Ocona Lufly River below the Arneech Ford, and near D.K. Collin's store house lot; thence with the Indian Boundary line to the corner of said collins lot; thence with the lone of said lot to its ~~corner~~ thence with the S.W. line of said lot to its corner on the hillside; then with its N.W. line to a stake and pointers in the conditional line agreed upon by the said Eastern Band of Cherokee Indians, David Blythe and their attorney, Geo. H. Smathers, and A.Mingus; thence to run N.80' 30" with said line run by Pierce to a stake set in the field where W.F. Hade formerly lived being 108 poles to the river; thence N. 45 W. with another line run by pierce 120 poles to a black oak, corner agreed upon by the aforesaid parties at or near the line of the Ute Sherrully 346 acre tract ; thence S. 45 W. 124 poles of a pine, corner of No. 95; thence S. 80 poles to the beginning. Excepting however, from the above description and from the operation of this deed all that part of said above described tract covered by and included in a certain deed of convetance executed by S.L.Beck and wife, C.P. Beck bearing date December 2nd, 1904, and recorded in Book 20 page 576, records of Swain County, N.C., which said excepted boundaey is described as follows: Beginning at a rock at the mouth of a ditch on the N. bank of Ocona Lufly River and runs N. 15 E. 28 poles to a black walnut on the bank of said ditch; <sup>then N. 24 E 17 poles</sup> then N. 65 E. 10 poles to a ~~sassafras~~ <sup>a Dogwood on the bank of the said ditch</sup> on the bank of said branch; then N. 30 E. 6 poles to a rock on the bank of said branch; then N. 46 E. 8 poles to a rock; then N. 31 E. 88 poles to a hickory on the top of the mountain between Ocona Lufly River and the public road; then N. 58 E. 8 poles to a white oak; then N. 47 E. 24 poles to a rock in the line of No. 21 in district No. 1; then S. 83 E. 36 poles to a rock in D.K. Collin's line; then S. 3 W. 11 poles to a rock at D.K. Collin's corner; thence S. 74 E. 13 poles to a rock D.K. Collin's corner; then N. 2 E. 12 poles to a rock D.K. Collin's corner; in the line of No.21; then S. 83 E. 4 poles to a rock at the beginning of No. 21; then down the river as it meanders to the beginning, containing 168 acres more or less. Conveying also, that certain piece or parcel of land recently purchased by the Eastern Band of Cherokee Indians from the Bryson City Bank, a corporation, organized

0052  
0356

and existing under and by virtue of the laws of North Carolina, and described as follows: First Tract: Beginning at a point in the mouth of a branch, at the edge of the water, on the North Bank of Ocona Luffy River, and runs N. 15 E. 462 feet to a walnut stump on the east side of the said branch; then N. 88 E. 324 feet to a 4" and 5" double dogwood; then N. 65 E. 165 feet to an iron pipe; then N. 30 E 99 feet to an iron post; then N. 74 1/2 E. 146 feet to an iron post; then N. 31 E. 1440 feet to a 6" hickory on top of the main ridge and witnessed by a 10" S. oak and a 6" S. oak, and a 10" white oak; then N. 48 1/2 E 130 feet to a white oak stump, witnessed by a 14" hickory; then N. 37 E. 606 feet to a point in the line of No. 21; then S. 83 E. with the line of No. 21 630 feet to a 2" iron pipe in D.K. Collins line; then with Collins line S. 06 W. 881 feet to a locust fence post, Collin's corner; then S. 72 E 280 feet to a locust fence post, near the corner of the barn, and 24 feet from the waters edge of Ocona Luffy River; then N. 03 E. 280 feet to an iron post in the line of No. 21; then with said line S. 83 E. 55 feet to a 2" iron pipe, nine feet from the waters edge; then a straight line to the center or thread of Ocona Luffy River; then down said center or thread of said river as it meanders, about 2112 feet to a point opposite the upper corner of the homestead tract; about 100 feet above the railroad trestle; then a straight line to said corner, a 10" hickory, standing by the side of a large Shest., then S. 69 W. 711 feet to a stake, witnessed by a 6" black oak and 8" black oak; then S. 37 W. 335 feet to a stake on top of a ridge, witnessed by a 8" pine and 8" S. oak; then S. 50 E. 640 feet to an 18" Maple on the bank of the river, the lower corner of the Homestead Tract; then a straight line to the center or thread of the river; then down the thread or center of the river as it meanders to a point opposite the beginning, then to the beginning containing 160.8 acres. Second tract: Beginning on a 10" hickory growing against a large chestnut 21 feet from the bank of Ocona Luffy River, and runs thence to the center of the river; then down said river as it meanders about 1200 feet to a point opposite a 16" maple growing on the bank of the river; then N. 50 W. 640 feet to a stake, witnessed by an 8" pine, 2 feet and an 8" pine 4 feet; then N. 37 E. 335 feet to a stake witnessed by a 6" black oak 2 feet south and an 8" black oak 2 feet north; then N. 69 E. 711 feet to the beginning, containing 10.1 acres. Saving and excepting, also from the operation of this conveyance a certain piece or parcel of land comprising a portion of the Qualla boundary, recently sold by the Eastern Band of the Cherokee Indians to Bryson City, North Carolina, a municipal corporation, more particularly described as follows: Beginning at a point on the east bank of Ocona Luffy River in the common property line of the Town of Bryson City and the Eastern Band of Cherokee Indians; thence with the common property line to a point of elevation which should be reached by water impounded by a 44-foot dam located across the Ocona Luffy River from station 2+61.2 to station 4+ 47.5 this being designated as the lower dam site; thence following the contour around the hillside to a point on the east side of the river where said contour would intersect the water of said river at mean low water, thence crossing the river at right angle to the west bank and following said contour about 2600 feet to a point in the common property line of the Cherokee Indians and the Henry Nelson; thence with said property line to a point on the west bank of said river, thence following same line to the center of said river to the common corner of the Eastern Band of Cherokee Indians and Henry Nelson, thence down and with the said river 6175 feet to the common corner of the Eastern Band of Cherokee Indians and the Town of Bryson City, thence with the

common property line to the beginning, containing 24.95 acres,--practically 25 acres, -- as shown the map prepared by Charles E. Waddell, Civil Engineer, which deed of conveyance from the Eastern Band of Cherokee Indians to Bryson City is dated July 1, 1924 approved by the interior department on August 27, 1924, and recorded in the office of Indian Affairs in Miscellaneous Deed Book, Volume 19, at page 378, et seq. Excepting also from the operation of this conveyance that certain piece or parcel of land within the said Qualla Boundary known and described as follows, viz: In Big Cove Township on Ocona Lufty River, beginning on a marked chestnut 12 inches in diameter one chain from the north bank of road leading up Ocona Lufty River, thence S. 33 W one chain and eighty three links to a sycamore stump twelve feet below a spring on North Bank of Ocona Lufty River, thence up said river six chains fifty links to a stone on bank of said river, thence North 40 west one chain to a small marked black oak on the south bank of the road leading up Oconalufty River, thence South 66 west one chain 50 links to a stake in said road from which a white oak 12 inches in diameter bears south 25 east 17 links distant, thence north 84 west three chains fifty links to the beginning, being a part of the Big Cove Church Lot and containing one and thirty seven fortieths (1-37/40's) acres, as registered in book 37 at page 262 et seq. of the land records of Swain County, N.C. Excepting also from the operation of this conveyance that certain tract of land in Swain County, Birdtown Township, within the said Qualla Boundary being a part of Lot No. 11 and described as: Beginning on boundary of the Appalachian Railway's Company's right of way at a point marked by a stake and witnessed by a large boulder thirty-three (33) links north west of said stake, and running at right angles to said right of way northwest 15 poles to a stake, said stake being 8 poles southwest of the <sup>center</sup> ~~center~~ of the public highway; thence southwest running parallel with said right of way twenty one (21) poles and eight and one third links to a stake; thence running southeast parallel with the north west line to a point intersecting said right of way marked by a stake; thence along said right of way to place of beginning, containing 2 acres, more or less. There is also reserved to the United States the right to use the water of the spring in proximity to the tract described and a right of way over the adjacent land for passage and for laying pipes to and from the same. As recorded in Book 34, at page 250 et seq. of the land records of Swain County, N.C.

Conveyin also, the following tracts of land in North Carolina (with the exceptions noted) the property of the said Eastern Band of Cherokee Indians, to-wit:

- 1/ The land awarded to Dick-ageskees heirs, being section 367 in district No. 9 in Graham County, N.C., bounded and more particularly described as follows: viz: Beginning on a hickory on a ridge N.W. corner of 405, from which a B.oak 6 in. dia. bears S. 37 W. 7 links distant, and a B.oak 6 in. dia. bears W. 20 links distant; thence N. 50 E., reaching corner No. 2 at 90 poles a hickory (fallen) corner on a small hickory; thence S. 50 E. alongside of a ridge reaching a chestnut in a hollow at 180 poles, cor. 3 (formerly a stake); thence S. 50 W. 90 poles to a post oak on a ridge, beginning cor. of No. 405; thence E. 50 W. with the line of No. 405 180 poles to the beginning, containing one hundred acres.

2. The land awarded to Oo-tal-ka-nah being section three hundred and seventy three in district number nine, in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a ~~spring~~ oak 5 poles from N. bank

0052  
0358

Snowbird River, from which a white oak 2 1/2 in. dia. bears S. 30 E. 47 links dist. and a B. Oak 8 in. dia. bears N. 50 E. 32 links dist.; thence N. 30 E. reaching corner at 100 poles, a sourwood on a rock (fallen), corner on a hickory; thence E. 140 poles to a red oak (fallen), cor. on a white oak, corner 3 and corner 2 of tract No. 1995; thence S. 30 W. 100 poles to a cottonwood on the N. bank of Snowbird River; thence up the river as it meanders, reduced to direct line 140 poles to the beginning, containing seventy-five acres

3. The land awarded to Chin-aque (or John Owl), "whereon he lived in 1855, in Cherokee County, excepting all mineral interest; being tract No. 98 in district number one in said county, on the waters of Vengeance Creek, bounded and more particularly described as follows, viz: Beginning at a pine the beginning corner of No. 97 from which a white oak 15 in. dia. bears N. 2 E. 34 links dist. and a white oak 20 in. dia. bears N. 55 E. 30 links distant and hickory 12 in. dia. bears S. 47 E. 27 links dist. thence E. crossing Vengeance Creek, ~~22 1/2~~ 23 1/2 poles reaching corner at a birch 108 poles; thence N. crossing Vengeance Creek reaching corner at 126 poles, corner of a massafra; thence W. 108 poles to a B. Oak cor. of No. 96; thence S. with the line of No. 96 126 poles to the beginning, containing eighty-five acres.

4. The land awarded to Tee-way-al-lah, being part of No. 477, Grant No. 1062 in district No. 10 in Graham County, N.C., bounded and more particularly described as follows, viz: Tract lying on the waters of Snowbird Creek; beginning on a post the N.W. corner of 363 of the state survey, from which a black oak 6 in. dia. <sup>at N. 21 1/2 links dist; and white oak 6 in. dia</sup> bears S. 85 W. 43 links dist.; thence S. 65 W. 180 poles to a chestnut oak, corner 2; thence S. 40 E 90 poles to a hickory, Corner 3, on the side of a ridge; thence N. 65 E. 180 poles to a hickory on a line of No. 363 of the State Survey, corner 4; thence with said line N. 40 W. 90 poles to the beginning, containing ninety-nine acres.

5. The land awarded to Cornsilk, being section 374 in district No. 9 in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a W. pine on N. bank of Snowbird Creek, thence S. 64 W. 90 poles crossing Snowbird Creek at 50 poles to a birch, thence S. 55 E. 180 poles to a stake, thence N. 64 E. 90 poles to a stake, thence N. 55 <sup>place</sup> W. 180 poles to ~~the~~ beginning, containing ninety acres.

6. The land awarded to Tracking Wolf, being section 404 in district No. 9, in Graham Co., N.C., bounded and more particularly described as follows, viz: Beginning on a Spanish Oak, formerly a hickory, from which a chestnut 48 in. dia. bears S. 42 W. 34 links dist, and a chestnut oak 20 in. dia. bears N. 68 E. 25 links dist; thence N. 35 W. 160 poles to a spruce pine in the line of No. 367, corner 2; thence with said line S. 50 W. 40 poles to a post oak, corner 3, and beginning corner of number 405, 4th, corner of number 367; thence S. 10 E. 10 poles with the line of number 405, 20 poles to a post in a field; thence S. 35 E. crossing Snowbird River at 28 poles, reaching corner number 4 at 140 poles, a hickory, formerly a stake on W. bank of Snowbird River; thence N. 10 E/ along face of mountain, crossing Snowbird River at 72 poles, passing corner No. 59 at 84 poles, reaching the beginning at one hundred twenty-five poles, containing ninety three acres.

7. The land awarded to Richard Menson described as tract No. 11, in district number five, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a small spanish oak N.W. corner of number 5 and runs E.

160 poles to a stake crossing Hangingdog Creek at 40 poles; thence E. 210 poles to a B. oak, crossing Hangingdog Creek at 58 poles; thence South with the line of Number 10 160 poles to a large B. oak N.E. corner of No. 5, thence with that line west 210 poles to place of beginning, containing 210 acres, more or less, being tract No. 4, awarded to the Eastern Band of Cherokee Indians in the Cooper judgment; and tract number 14, in district No. 5, in Cherokee County, N.C., and more particularly described as follows, viz: Beginning on a B. oak S.W. and beginning corner of No. 13 and runs with that line N. 120 poles to a stake, thence W. 210 poles to a small B. oak, thence S. 120 poles, crossing Hangingdog Creek at 40 poles, to a stake ~~near~~ N.W. corner of No. 11, thence with that line E. 210 poles, crossing Hangingdog Creek at 50 poles, to place of beginning, containing one hundred fifty-seven acres, more or less, being tract No. 3 awarded to the Eastern Band of Cherokee Indians in the Cooper Judgment.

8. The land awarded to Richard Henson and others, and their heirs, in section 11, in district No. 5, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a post with the N.W. corner of tract number nine, and the N.E. corner of number 2 of the United States Survey, from which a white oak 15 in dia. bears N. 61 E. 42 ~~links~~ dist., and a B. oak 12 in. dia. bears S. nine west thirty links dist.; thence east 160 poles to a post oak on top of a hill N.E. corner of No. 9; thence N. passing N.W. corner of No. 8 at 80 poles, reaching corner at 439 poles (fallen), set a post from which a sassafras 12 in. dia. bears N. 30 E. 32 links dist., and a chestnut 14 in. dia. bears N. 77 W. 30 links dist; thence W. crossing turnpike road at 124 poles, total distance 160 poles, to corner B (set a post from which a red oak 10 in. dia. bears S. 74 E. 15 links dist. and a pine 12 in. dia. bears N. 10 E. 25 links dist.; thence S. recrossing turnpike road at 70 poles, reaching the beginning at 439 poles, containing four hundred and thirty-nine acres.

9. the land ("bounty claim") awarded to Richard Henson, in district number five, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a post oak S.W. corner of No. 21 from which a post oak 10 in. dia. bears S. 10 W. 20 links dist. and a hickory 6 in. dia. bears N. 82 E. 19 links dist. and a chestnut 6 in. dia. bears N. 22 W. 4 links dist; thence west reaching cor. at 139 poles; thence N. 45 W. 48 poles, but found, to be S. 72 poles to a hickory (fallen), set a post from which a white 8 in. dia. bears N. 18 W. 35 links dist. (no other witness tree available); thence west crossing Hanging Dog at 47 poles, reaching corner at 67 poles; thence N. 45 W. 47 poles to corner of No. 20; thence N. 41 poles to a pine in line of No. 20; thence W. reaching corner at 79 poles and with Hains donation line; thence S. 1 W. reaching cor. at 96 poles; thence S. 20 W. found to be S. 68 W., crossing a small ridge reaching cor. at 66 poles; thence S. 9 E. 59 poles, found to be 66 poles; thence S. 8 poles to a post oak, N.E. corner of No. 58; thence S. 146 poles, passing Campbell Taylor's farm, it being corner of No. 56 (fallen), set a post from which a B. oak 12 in. dia. bears S. 20 E. 35 links dist. and a B. oak 11 in. dia. bears S. 9 W. 35 links dist.; thence N. 57 E., found to be N. 67 E., reaching cor. at 77 poles on side of a hill; thence S. 23 E., found to be S. 70 E., reaching cor. at the east bank of Grape Creek, <sup>existing built at 79</sup> N.W. of No. 61 corner of tree fallen, set a post, no witness trees available; thence E. crossing a dim road at 48 poles, passing over rolling land, and N.E. cor. of No. 61 at 102 poles reaching N.E. cor. of No. 62 at 268 poles; thence S. 123 poles to a post oak ~~at~~

0360  
 6052. 62; thence W. with the line of No. 62, 52 poles to a post oak in said line; thence S. 141 poles to a B. oak in N. boundary line of No. 36; thence E. 222 poles with line of No. 36 and 30, passing its cor. at 60 poles, a B. oak and stake is NE. cor. of No. 35; thence E. 120 poles to a small black oak, NW. cor. of No. 14 (not found) set a post, crossing Hanging Dog Creek at 80 poles; thence E. with the line of No. 14, 166 poles to a small post oak; thence N. passing N.W. corner of No. 16, crossing a small branch at 124 poles, ascending a long ridge reaching top of ridge at 336 poles, descending hill, reaching corner at 434 poles a hickory in line of No. 44, cut down, corner on a B. oak; thence W. passing SW. corner of No. 44 at 10 poles, reaching corner at 100 poles SW. and beginning corner at 100 poles; thence N. thro. flat land reaching the beginning at 100 poles, containing two thousand one hundred and eighty acres.

11. The land awarded to Tes-a-tees-kak, situated in district No. 9 in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a small hickory on the E. bank of Snowbird River, old corner (fallen), from which a hickory 6 in. dia. bears W. 45 W. 7 links distant; and a white oak 6 in. dia. bears S. 45 W. 15 links distant; thence E. ascending mountain, reaching corner on side of said mountain at 94 poles a hickory, corner 2; thence S. along the face of the mountain, descending gradually, reaching Snowbird River at 110 poles, this point being N. 55 W. 116 poles from the SE. and NE. cor. of No. 367, beginning to ascend a steep mountain at 115 poles, reaching corner No. 3, a chestnut, at 127 poles; thence west along the side of a mountain, reaching corner at 94 poles, a chestnut (fallen) corner on a white oak, corner 4; thence N. descending mountain, reaching river at 124 poles, reaching beginning at 127 poles, containing seventy-four acres.

12. The land awarded to George Co-yah-ste-ah in section 305, in district No. 9, in Graham Co., N.C., bounded and more particularly described as follows: Beginning on a B. oak from which a white oak 8 in. dia. bears E. 34 links distant, and a spanish oak 6 in. dia. bears W. 14 links distant; thence S. 90 poles to a chestnut, corner No. 2; thence W. ascending a mountain gradually reaching top 100 poles, beginning to descend mountain at 108 poles, reaching base at 165 poles, reaching base at 165 poles, reaching an apple tree at 180 poles, corner 3; thence N. 90 poles to a B. oak, formerly a stake, corner No. 4; thence E. ascending mountain reaching top at 20 poles; thence along the face of the mountain 180 poles to beginning, containing one hundred and one acres.

13. The land awarded to Cah-rah-a-to-go and others, in section 405, in district number nine, in Graham Co., N.C., bounded and more particularly described as follows, viz: Beginning on a post oak on a ridge from which a B. oak 6 in. dia. bears S. 29 E. 70 links dist. and a B. oak 14 in. dia. bears N. 37 links dist., thence N. 50 W. reaching Snowbird River at 108 poles, reaching a hickory at 180 poles, corner No. 2, with the line of No. 367; thence S. 10 E. reaching an ironwood in a cove at 90 poles, corner No. 3; thence S. 50 E. crossing Snowbird River at 146 poles thence over flatland crossing river at 162 poles, crossing again at 180 poles, reaching corner at formerly a stake but made on a large spruce pine at 180 poles, corner No. 4; thence N. 90 poles to the beginning, containing sixty-three acres.

14. The land awarded to Co-he-los-kah, in section 93, in district Number nine, in Graham County, N.C. bounded and more particularly described as follows, viz: Beginning on a White Oak on a point of a Ridge, at N.E. Corner of No. 17, from which a post oak 14 in. dia. bears S. 47 W. 50 links dist. and white Oak 10 in. dia. bears N. 60 W. 10 links dist.; thence W. with the line of No. 17, reaching snowbird Creek, at 108 poles, reaching a post on the W. bank at 112 poles, corner No. 2; thence N. with the line of No. 98, reaching the E. bank of Snowbird River at 24 poles, running over smooth rolling land 190 poles to a post oak, corner No. 3; Thence E. with the line of No. 96, 112 poles to a young B. oak for cor. No. 4, and N.W. corner of No. 91; thence S. with the line of No. 91, 190 poles to the beginning, containing one hundred and thirty three acres, excepting and excluding, however, from the operation of this conveyance that portion of said Section 93, embraced in a deed from the Eastern Band of Cherokee Indians to the Tallassee Power Company, dated June 25, 1924. Conveying to said Tallassee Power Company two tracts of land, one containing 7.15 acres, more or less, being parts of tracts Nos. 93, and 17, and a tract containing 4.6 acres lying wholly in said section 93, as shown by a map or plat of survey of said tracts on file in the Office of Indians Affairs, Washington D.C..

15. A part of the lands awarded to Chees-que-ne-tah (or Tom-tee-ote-lah) Preemption No. 364 in district No. 10 in Graham County N.C. on the waters of Buffalo Creek, bounded and more particularly described as follows, viz: Beginning at a Chestnut oak near an old trail the N.W. and second corner of said tract and running thence S. 71 degrees E. with the N. boundary line of said Tract as run and marked by C.Z. Denton, Court Surveyor in the of the United States and the Eastern Band of Cherokee Indians vs. T.J. Hamilton, 321 poles to a stake in the N. boundary line of tract No 13 of district No. 10; Thence W. with the N. boundary line of said tract No. 13 one hundred seventy three poles to a stake and iron post the N.W. corner of said No. 13; Thence S. with the W. boundary line of said Tract No. 13 eighty four poles to a stake in the South Boundary line of the Tom-tee-ote-lah tract; Thence W. with the line of said tract as run and marked by the said C.Z. Denton, Court Surveyor, 171 poles to a stake and hickory the S.W. corner the S.W. corner of the said Tom-tee-ote-lah tract; Thence N. with the west boundary line of said tee-ote-lah tract 165 poles to a pine on the side of a Mountain N.W. corner of the same; Thence S. 75 degrees E. with the N. boundary line of said tract 38 poles to an iron post on the west boundary line of Preemption No. 364; thence with that line N. 68 poles to the beginning as shown by the Court Map prepared by C.Z. Denton, Court Surveyor in the case entitled the United States and the Eastern Band of Cherokee Indians vs. T.J. Hamilton as filed and of Record in the Office of the Register of Deeds of Graham County N.C.

16. The land awarded to Tetal-ka-nah, being tract No. 91 in district Number nine, in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a white oak on the south side of a hill, the N.W. corner of No. 18 from which a B. oak 14 in. dia. bears N. 67 W. 100 links dist., and a Hickory 6 in. dia. bears N. 56 E. 30 links dist; thence W. with the lines of numbers 95 and 96 over rolling land 197 poles, to a young B. oak in the line of No. 96; thence S. with the line of No. 93 190 poles to a white oak on point of a ridge for corner No. 2; thence E. with the line of No. 15 and 15 ascending a hill at 24 poles, reaching top at 112 poles, descending at 144 poles, passing corner of No. 16 at 152 poles, total 197

0052  
0362

to a B. oak for Corner No. 4; Thence N. 190 poles to the beginning, with the line of No. 19, containing two hundred and thirty-four acres, excepting and excluding, however, from the operation of this conveyance that portion of said tract No. 91 embraced in the deed of conveyance from Wm. H. Thomas to William Carpenter of Cherokee County, N.C., dated August 7, 1861, and particularly described as follows: Beginning at a White Oak running S. 200 poles to an oak; Thence W. 100 poles to a post oak on top of a Ridge; thence N. 25 degrees E. 46 poles with the top of the ridge to a hickory; Thence N. 7 Degrees E. 44 poles to a black oak; Thence N. 12 degrees W. 54 poles to a Hickory; thence N. 15 degrees E. 60 poles to a stake; thence E. 70 poles to the beginning, containing about 90 acres; said deed of conveyance being recorded March 7, 1870, in book L-12, at page 414, Cherokee County, Registry of Deeds.

17. Tract Number seventeen, in district Number nine, in Graham Co., N.C., bounded and more particularly described as follows, viz: Beginning on a Mountain oak on point of ridge S.W. Corner of No. 91, from which a post oak 14 in. dia. bears S. 47 W. 50 links dist., and a white oak 10 in. dia. bears N. 60 W. 10 links dist.; thence S. over rolling land with the line of No. 16, reaching at 184 poles a hickory on the side of a mountain for corner No. 2; thence W., reaching a hickory on side of mountain at 112 poles, corner No. 3; thence N. over rolling land 160 poles to Snowbird River, reaching same at 184 poles to a post, corner No. 4, on the W. bank of said River, from which a Spruce pine 6 in. dia. bears S. 6 E. 40 links dist., and a chestnut 12 in. dia. bears S. 6 E. 40 links dist. and a Chestnut 12 in. dia. bears N. 4 W. 44 links dist.; thence E. with the line of No. 93, crossing Snowbird River 4 poles wide, runs N.E. reaching at 112 poles the beginning, containing one hundred twenty eight acres, excepting and excluding, however, from the operation of this conveyance that portion of tract No. 17 embraced in a deed from the Eastern Band of Cherokee Indians to the Tallassee Power Company, dated June 25, 1922, conveying to the said Tallassee Power Company two tracts of land, one containing 7.15, more or less, being parts of tracts Nos. 93 and 17, as shown by a plat of survey of said tract on file in the Office of Indian Affairs, Washington D.C.; excepting and excluding also from the operation of this conveyance that portion of tract No. 17 embraced in the Snowbird Gap School Tract bounded and described as follows, viz: Beginning on a small cucumber tree near a spring from which a white oak 20 in. dia. bears S. 72-1/2 degrees E. 32 links dist., black oak 24 in. dia. bears S. 39-1/2 degrees E. 50 links dist. and runs N. 52 1/2 degrees W. 7 chains 25 links to a stake in line of tract No. 17, from which a Spanish oak 18 in. dia. bears N. 70 degrees E. 11 links dist., post oak 8 in. dia. bears N. 17 degrees W. 22 links dist., black oak 8 in. dia. bears N. 32 degrees W. 32 links dist., black oak 8 in. dia. bears S. 84 degrees W. 34 links dist.; thence N. 89 1/2 degrees W. 4 Chains 50 Links to a Stake from which an Appletree 12 in. dia. bears N. 41 degrees E. 4 links dist.; thence S. 15 degrees W. 2 chains 57 Links to a Black Oak on N. Bank of Public Road, thence with said Road S. 85 Degrees E. 5 chains 50 links to a stake from which a white oak 5 in. dia. bears N. 59 degrees W. 10 links dist., sassafras 5 in. dia. bears N. 8 Degrees E. 26 links dist., persimmon 3 in. dia. bears N. 43 Degrees E. 19 links dist.; Thence N. 83 degrees 2 chains 50 links to a stake; thence S. 55 degrees E. 3 chains 50 links to a stake from which a spring bears N. 32 links dist., Maple 3 in. dia. bears N. 22 degrees E. 14 links dist.; Thence N. 39 degrees E. 34 links to the beginning.

18. Tract No. 37, in district No. 9, in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a Hickory N.E. corner of No. 33, from which a black oak 8 in. dia. bears N. 30 W. 42 links, and a spanish oak 20 in. dia. bears S. 20 E. 33 links Dist.; thence E. with the line of No. 36, reaching a pine on the side of a hill at 90 poles, corner 2; thence N. along the face of a mountain, reaching corner at 120 poles, a black gum, corner 3; thence W. along face of mountain 90 poles to a spanish oak on side of mountain, corner 4; thence S. along the face of mountain 120 poles to the beginning with the line of No. 32, containing sixty-seven acres.

19. That tract No. 87, in district Number nine, in Graham Co., N.C., bounded and more particularly described as follows viz: Beginning on a Chestnut N.W. corner of 88, from which a white oak 12 in. dia. bears N. 24 E. 40 links dist. and a chestnut 38 in. dia. bears S. 16 E. 41 links dist.; Thence W. crossing W. fork of Mountain Creek at 40 poles, reaching a Hickory at 154 poles, corner in a hollow; thence S. 160 poles to a white oak, cor. No. 3, standing 74 poles N. from N.E. corner of No. 90; thence E. 154 poles to a small B. oak, corner 4, and corner No. 88; thence N. crossing Mountain Creek at 42 poles, running over rolling land 160 poles with the line of No. 88 to the beginning, containing one hundred and fifty four acres.

20. Tract No. 88, in district number nine, in Graham Co., N.C., bounded and more particularly described as follows, viz: Beginning on a B. oak S.E. corner of No. 87, from which a B. oak 6 in. dia. bears N. 67 E. 13 links dist.; thence E. 104 poles to a small B. oak for corner No. 2; thence N. 160 poles to a small white oak, corner No. 3; thence W. 15 poles to mountain Creek, reaching a Chestnut at 120 poles near the foot of said hill, corner No. 4; thence S. with the line of No. 87, crossing Mountain Creek at 118 poles, reaching the beginning at 160 poles, containing one hundred and four acres.

21. Tract number 92, in district number nine, in Graham Co., N.C., bounded and more particularly described as follows, viz: Beginning at a B. oak N.E. cor. of No. 84, from which a spanish oak 18 in. dia. bears N. 3 E. 38 links dist. and a B. oak 8 in. dia. bears S. 85 W. 20 links dist; thence E. with the line of No. 85 crossing Sweetwater Creek at 8 poles, reaching Corner No. 2, a B. oak near the top of mountain, at 126 poles (formerly 120 poles); thence E. along the face of mountain, crossing top of mountain at 140 poles, reaching corner No. 3 at 171 poles a spanish oak in a cove; Thence W. ascending a mountain, crossing top of mountain at 26 poles, reaching corner at 126 poles; thence S. descending mountain 171 poles to the beginning, containing (134) one hundred and thirty-four acres.

22. Tract Number 90, in district number 9, in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a black oak N.E. corner of No. 100, from which a post oak 14 in. dia. bears S. 88 E. 85 links dist. and a white oak 20 in. dia. bears N. 61 E. 79 links dist; thence N. 46 poles to a locust on the side of a hill for corner No. 2; thence E. reaching corner No. 3, at a chestnut, at 208 poles; thence S. over rolling land 108 poles to a B. Jack, S.W. corner of No. 90, for corner No. 4 with line of No. 86; thence W. 208 poles to a hickory for corner No. 5; thence E. 62 poles to the beginning, Containing one hundred and forty one acres, excepting and excluding, however, from the operation of this conveyance that part of said tract No. 90, awarded to W. X. Moody and described as

0052  
0384

Follows, viz: Beginning on a Hickory, the S.W. Corner of said Tract NO 90 in district Number 9, in Graham County, N.C. and runs with the Line of said Tract NO, 90. N. 3 Degrees 30 min. E. 110 poles to a Stake, the N.W. Corner of said Tract; then S. 87 degrees 17 min. E. 72.7 to a Stake in the N. Boundary Line of said Tract NO, 90. thence S. 3 degrees 30 min. W. 110 poles to a Stake ~~to a Stake~~ in the S. boundary Line of said tract NO, 90. thence with said Line N. 85 degrees 51 min. W. 72.7 poles to the Beginning Containing 50 Acres.

23. Tract NO 103, in District Number 9, in Graham County N.C. bounded and More particularly Described as Follows, viz; Beginning on a White Oak in a Field N.W. Corner of No 101 ( No Witness Trees available); thence N. with district line ascending hill, reaching top at 44 poles, at 105 poles reaching corner NO. 2, a Small Oak on hill side, from which a Black Oak 6 in. dia. bears N. 37 W. 26 links dist., and a Chestnut 8 in. dia. bears S. 82 E. 48 links dist., thence E. through flat land 146 poles ~~to~~ to a black oak for corner No. 3 on point of a ridge; thence S. 105 poles, reaching post oak for corner No. 4 in a line of No. 101; thence W. with the line of No. 101 146 poles to the beginning, containing ninety five acres.

25. Tract No. 7 in district No. 1 in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a Hickory at the foot of a Mountain near a branch from which a hickory 14 in. dia. bears N. 38 W. 20 links dist., and a white oak 16 in. dia. bears S. 15 W. 22 links Dist.; thence N. 200 poles to a black oak fallen corner on a hickory; thence W. 156 poles to a Spanish oak on top of a mountain (fallen), set a post thence S. 200 poles to a black oak corner, thence E. 156 poles to the beginning, containing one hundred and ninety five acres.

26. Tract No. 56 in district number One, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a black jack, N.W. corner of No. 55, from which a black jack 9 in. dia. bears N. 63 W. 25 links dist., and a b. gum 6 in. dia. bears S. 1 W. 10 links dist.; Thence W. with the line of No. 61, 265 poles to a stake and pointers, Cor. on a b. oak on line of No. 59; thence S. 190 poles, passing corner of No. 59 at 86 poles, corner on a chestnut oak, No. 3; Thence E with the line of No. 17, 265 poles to a pine; Thence N. with the line of No. 55, 190 poles to the beginning, containing three hundred and fourteen acres.

27. Tract No. 57, in district number one, in Cherokee county, N.C., bounded and more particularly described as follows, viz: Beginning on a black jack, on a ridge, the beginning of No 56, from which a b. jack 9 in. dia. bears N. 66 W. 25 links dist., and a black gum 6 in. dia. bears N. 1 W. 10 links dist.; thence N. with the line No. 61, 170 poles to two hickories in a flat; thence E. with the line of No. 58, 220 poles to a hickory on a ridge (fallen) corner on a black gum; thence S. with the line of No. 51, 170 poles to a black oak, corner 4, beginning corner of No. 55, thence W. with the line of No. 55, 220 poles to the beginning, containing (233) Two hundred and thirty-three acres.

28. Tract No. 58 in district number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a b. oak, on point of a ridge, the beginning cor. of 52, from which a white oak 8 in. dia. bears N. 65 W. 10 links dist.; thence W. 220 poles to a stake, corner on a white oak; thence S. 206 poles, to two small hickories in a flat; thence with the line of No. 57, 220 poles to a hickory, N.E. corner of No. 57 (fallen) corner on a black gum;

thence N. with a line of No. 52, 206 poles to the beginning, containing (283) two hundred and eighty-three acres.

29, Tract No. 59, in district Number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a post oak, N.E. cor. of No. 9, from which a p. oak 15 in. dia. bears N. 65 E. 45 links dist., and a hickory 6 in. dia. bears N. 27 W. 20 links dist.; thence E. with the line of No. 60, 90 poles to a hickory in a hollow near a branch; thence S. with the lines of Nos. 61 and 56, 176 poles to a post in a line of No. 56, passing corner of 61 at 90 poles; thence W. with the line 90 poles to a b. oak near a branch; thence N. with the line of No. 9, 176 poles to the beginning, containing ninety-two (92) acres.

30, Tract No. 60, in district number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a Hickory in a hollow in a line of No. 61, from which a hickory 12 in. dia. bears S. 50 E. 40 links dist., and a spanish oak 15 in. dia. bears N. 41 E. 45 links dist.; thence N. with the line of No. 61, 80 poles to a white oak on the S. bank of a branch, corner 2, thence W. 30 poles to a Mountain birch on the S. bank of Valley River, at the mouth of a branch, corner 3; thence down said river as it meanders, S. 40 W. 36 poles; S. 65 W. 14 poles; N. 65 W. 25 poles, N. 32 W. 68 poles; N. 62 W. 13 poles; W. 15 poles; S. 37 W. 46 poles; S. 21 W. 58 poles; S. 31 poles to a white oak on bank of said River (fallen corner on a locust); thence E. with the lines Nos. 9 and 59, 204 poles to the beginning, containing <sup>(ninety six)</sup> 96 acres.

31, Tract No. 96, in district number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at the chestnut the beginning corner of No. 95, from which a b. gum 14 in. dia. bears N. 30 E. 42 links dist. and a red oak 14 in. dia. bears N. 8 W. 32 links dist., thence E. with the line of No. 95, 86 poles to a pine on a knoll; thence N. with the line of 98, 126 poles to a b. oak, N.W. cor. of No. 98; thence W. with the line of No. 99, 86 poles to a corner from which a chestnut oak 12 in dia, bears N. 24 W. 52 links dist., and a pine 12 in. dia bears N. 83 E. 40 links dist.; thence S. 146 poles to the beginning containing sixty-seven acres.

32, Tract No. 61, in district Number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a white oak, E.E. corner of No. 60, from which a Chestnut 6 in. dia. bears S. 14 W. 19 links dist., and a maple 6 in. dia. bears N. 26 W. 20 links dist.; thence S. with the lines of Nos. 60 and 59, 170 poles to a stake, Cor. on a B. oak; thence E. with the line of No. 59, 265 poles to a black-jack, cor. 3, the beginning of Nos. 56 and 57; thence N. with the line of No. 57, 170 poles to two hickories in a field, cor. 4 and N.W. cor. of No. 57; thence W. 265 poles to the beginning, containing two hundred and eighty-one acres.

33, Tract No. 97, in district number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a pine on a knoll, the beginning of No 98, from which a white oak 15 in. dia. bears N. 2 E. 34 links dist., and a white oak 20 in. dia. bears N. 55 E. 30 links dist., and a hickory 12 in. dia. bears S. 47 E. 27 links dist.; thence S. with the line of No. 95, 6 poles to Vengeance Creek; reaching cor. at 116 poles to a white oak,

0052  
8380

cor. of No. 95; thence E. 108 poles to a maple, cor. No. 3; thence N. 116 poles to a beech, cor. 4 and S.E. cor. of No. 98; thence W. with the line of No. 98, 108 poles to the beginning, containing seventy eight acres.

34. Tract No. 99, in district number one, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a black oak (fallen) the beginning corner of No. 93, from which a b. oak 12 in. dia. bears N.15 E. 33 links dist., and a post oak 6 in. dia. bears N.41 W. 41 links dist.; thence N. 96 poles to a b. oak, the beginning cor. of No. 100; thence E. with the line of No. 100, 206 poles to a stake cor. on maple on N. bank of Vengeance Creek; thence S.18 W. 98 poles to a black oak N.E. cor. of No. 96; thence W. 178 poles to the beginning, containing one hundred and fifteen acres.

35. Tract No. 100, in district No. one, in Cherokee Co., N.C.; bounded and more particularly described as follows, viz: Beginning at a B. oak N.W. cor. of No. 99 (no witness trees available); then N. 114 poles to a b. jack in district line No. 7, from which a pine 12 in. dia. bears N.67 E. 17 links dist.; and a pine 12 in. dia. bears N.32 W. 17 links dist., Thence E. 245 poles to a b. oak with the district & line No. 7 (cor. not found, made on a black oak); thence S. 18 W. 120 poles to a maple on the N. bank of Vengeance Creek; thence W. with the line of No. 99, 206 poles to the beginning, containing one hundred and sixty acres.

37. Tract No. 16 in district number 6, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a Locust on top of a Mountain between Valley River and Hanging Dog Creek in the line of No. 18 from which a hickory 12 in. dia. bears N.15 W. 11 links dist. and a black oak, 16 in. dia. bears N. 32 E. 38 links dist; thence W. 15 poles to a chestnut oak, corner 2; thence N. 160 poles to a stake corner on a chestnut, corner 3; thence E. 75 poles to a sourwood N.W. corner of No. 14; thence S. with the line of No. 14, 160 poles to corner, from which a hickory 12 in. dia. bears S.31 E. 37 links dist., and a chestnut 14 in. dia. bears N.45 W. 3 links dist; thence W. with the line of No. 15, 60 poles to the beginning, containing 75 acres.

38. Tract No. 32, in district No. 6 in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning at a hickory 20 poles N. of S.W. corner of No. 34 from which a black jack 8 in. dia. bears S.27 E. 23 links dist and a locust 9 in. dia. bears N.57 E. 20 links dist; thence N. 200 poles to a large white pine near Calvard's Creek; thence W. 198 poles to corner formerly a stake, corner on a hickory; thence S. 200 poles, corner on top of a ridge N.W. corner of No. 31; thence E. 198 poles to the beginning, with the line of No. 31, containing two hundred forty seven acres.

39. Tract No. 35, in district No. 6, in Cherokee County, N.C., bounded and more particularly described as follows, viz: Beginning on a black oak N.W. corner of No. 34, on the side of a hill near a creek from which a spanish oak 8 in. dia. bears S.32 E. 27 links dist. and a chestnut 36 in. dia. bears S.13 W. 32 links dist. and a hickory 12 in. dia. bears S.85 W. 40 links dist; thence N. 189 poles to a black oak (fallen) corner on a poplar; thence E. 174 poles to a poplar in an old crossing; thence S. 189 poles to a black jack N.E. corner of No. 34. (cut down) corner on a small black oak on a ridge; thence W. with the line of No. 34; 174 poles to the beginning, containing two hundred and five acres.

41. Tract No. 48, in district No. 6, in Cherokee Co., N.C., bounded and more particularly described as follows, viz: Beginning on a Spanish oak S.W. corner of No. 62 (not found); corner on a black oak, N.W. corner of No. 57, from which a Chestnut oak 24 in. dia. bears N.1 W. 42 links dist., and a hickory 9 in. dia. bears S.15 E. 36 links dist.; thence N. with the line of No 62, 112 poles to a hickory on a high hill; thence W. 124 poles corner a black jack, found to be a black gum, on the E. bank of Fodder's Creek in the line of 58; thence S. with the line of 59, 122 poles, corner a locust (formerly a stake), N.W. cor. of tract 53; thence E. 124 poles to the beginning with the line of No. 53, containing eighty-six acres.

42. Tract fifty-three, in district number six, in Cherokee Co., N.C. bounded and more particularly described as follows, viz: Beginning on a post oak N.E. corner of No. 53, from which a b. oak 10 in. dia. bears S.15 E. 35 links dist., and a hickory 12 in. dia. bears S.27 W. 32 links Distant, thence N. 160 poles to a black oak, cor. No 2, formerly a Spanish oak; thence W. with the line of No. 48, 124 poles to a locust corner. No.3, and S.W. cor. of No. 48; thence S.160 poles to a hickory (fallen) N.W. corner of No. 52; cor. on a small white oak; thence E. with the line of No. 52, 124 poles to the beginning, containing one hundred and twenty-four acres.

43. Tract number fifty-seven; in district number six, in Cherokee Co. N.C., bounded and more particularly described as follows, viz: Beginning on a maple on the W. bank of Fodder's Creek, from which a white oak 6 in. dia. bears N.56 W. 12 links dist. and a white oak 6 in dia. bears N.22 E. 9 links dist.; thence N. 55 poles to a hickory on W. bank of said Creek; thence W. with the line of No. 62, 176 poles to a b. oak, cor. 3, and S.E. corner of 48; thence S. with the line of No. 53, 55 poles to a post oak found to be a black oak; thence E. 176 poles to the beginning, containing sixty acres.

44. Tract number fifty-nine, in district number six, in Cherokee Co. N.C., bounded and more particularly described as follows, viz: Beginning at a maple at 16 poles N. from N.W. cor. of No. 48, from which a white oak 36 in. dia. bears S.W. 14 links distant, and a hickory 10 in. dia. bears N.30 E. 23 links dist; thence W. 100 poles corner a chestnut oak, formerly a stake. thence S. 97 poles cor. on a large poplar in a cove, formerly a stake; thence E. 100 poles to cor. a black jack (not found) set a post in the line of 48; thence N. with said line 97 poles to the beginning, containing sixty acres.

45. Tract Number sixty-four, in district number six, in Cherokee Co., N.C. bounded and more particularly described as follows, viz: Beginning at a B. oak N.E. cor. of No. 63, from which a chestnut oak 9 in. dia. bears S.40 W. 3 links dist., and a chestnut oak 20 in. dia. bears N.65 W. 30 links dist.; thence N. 114 poles to cor. a b. oak on top of a ridge; thence W. 121 poles to corner on a beech, formerly a stake, cor. 3; thence S. 114 poles to corner; thence E. with the line of No. 63 121 poles to the beginning, containing eighty-six acres.

46. Tract number sixty-five, in district number six, in Cherokee Co., N.C. bounded and more particularly described as follows, viz: Beginning on a white oak corner of No. 75, from which a locust 8 in. dia. bears N.38 W 50 links dist. and a Spanish oak 15 in. dia. bears S.5 W. 23 links dist; thence N. 76 poles in line of No. 64 near the top of hill; thence W. 176 poles to cor. near top of mountain cor. on a chestnut, formerly a stake, Thence S. 76 poles to cor. corner on a chestnut

0052

0068 Cor. of No. 75; thence E. with the line of No. 75; 176 poles to the beginning, J. J containing eighty acres.

47. Tract Number ninety-three, in district number six, in Cherokee Co., N.C., bounded and more particularly described as follows, viz: Beginning at a pine N.E. cor. of No. 92, from which a hickory 6 in. dia. bears N.35 W. 14 links dist. and a post oak 6 in. dia. bears N.73 W. 17 links dist., and a pine 20 in. dia. bears S.45 W. 27 links dist.; thence N. 180 poles to corner. on a locust on top of a ridge; thence W. 105 poles to cor., fallen cor. on a black gum; thence S. 180 poles to corner on a hickory on a small branch; thence E. 105 poles to the beginning, containing one hundred and eight acres. \* The beginning of this tract is the line of No. 95, being N. from S.W. cor. 154 poles.\*

48. Tract Number ninety five, in district number six, in Cherokee Co., N.C., bounded and more particularly described as follows, viz: Beginning on a black gum in a small branch, from which a white oak 6 in. dia. bears N.78 E. 20 links dist. and a dogwood 6 in. dia. bears S.65 E. 25 links dist., and a white oak 6 in dia. bears S.81 W. 34 links dist; thence N.39 W. 250 poles to cor, No. 2, a b. oak on top of ridge; thence W. 184 poles to corner, a stake, corner on a hickory in line of No. 95, thence S. with the line of No. 93, 98 poles to the beginning cor. of No. 93 reaching cor. at 250 poles, a black jack (cut down) cor. on a black jack, corner 3; thence N. 81 E. 158 poles to cor. on top of hill, corner on a hickory, corner 4 (formerly a b. jack); thence N. 88 E. 138 poles to the beginning, containing three hundred and thirty-one acres.

49. Tract number one hundred and five, in district number six, in Cherokee Co., N.C., bounded and more particularly described as follows, viz: Beginning at a hickory in a cove (fallen) in a line of No. 115, cor. on a white oak, from which a white oak 20 in. dia. bears N. 85 E. 18 links dist., and a b. oak 9 in. dia. bears N.10 E. 46 links dist; thence N.69 E. 90 poles to Cor. on a Maple; thence N. 81 E. 130 poles to cor. on a Pine N.E. Cor. of No 10; thence S.69 W. with the line of No. 101. 90 poles to N.W. Cor. of 101. on top of a Hill, a Pine (Fallen) Cor. On a Black gum; thence N.21 W. with the Lines of Nos. 102 and 115, 130 poles to the Beginning, Containing seventy-three acres.

50, Tract number one Hundred and Fifteen ,in District Number Six, in Cherokee Co.; N.C. Bounded and more particularly described as follows, viz; Beginning on a Chestnut oak in the Head of a Hollow, from which a Chestnut 24 in. dia. bears S.60 E. 50 links dist; and a Chestnut 36 in. dia. bears N.80 W. 50 links dist.; thence N. 21 W. 100 poles to a Pine; thence N.69 E. 100 poles to Corner, a Stake cor. made on a white oak; thence S.21 E. 100 poles to corner on a chestnut oak corner of No. 102; thence S.69 W. 100 poles with the line of No. 102 to the beginning, containing sixty-two acres.

51, Tract No. one hundred and sixteen, in district number six, in Cherokee Co., N.C., bounded and more particularly described as follows, viz: Beginning on a pine, N.W. Cor. of No. 115, from which a white oak 8 in. dia. bears N.8 W. 40 links distant, and a b. oak 16 in. dia. bears S.10 E. 50 links dist; thence S. 69 W. 90 poles to a b. jack on top of a ridge (formerly) a stake; thence S. 21 E. 100 poles to a stake; thence N. 69 E. 90 poles to a corner, the beginning of No. 115, thence N.21 W. with the line of No. 115, 100 poles to the beginning, containing fifty six acres

52. The strip of land adjoining the Qualla boundary or reserve, on the south in Jackson Co., N.C., known as the "Thomas 500-acre survey," beginning at a post set by M.S. Temple, U.S. deputy surveyor, at the ford of Sooco Creek, and running thence easterly along the water divide of the ridge S. of Sooco Creek until it intersects the Indian boundary at the top of said ridge opposite Echota mission, and including all the land between the said water divide and the Indian boundary, bounded and more particularly described as follows, viz: & beginning at a locust post at the ford of Sooco Creek, on the N.W. bank of said creek, where the road leading from Birdtown to Quallatown crosses said creek, said post being N.3 W. 2 poles from the edge of the water; thence S.3 E. 21 poles to a stake 12 links N. of a large red oak marked I.B.; thence S.19 E. 13 poles; thence S.45 E. 17 poles; thence S.61 E. 16 poles; thence N.75 E. 29 poles to 66 mile station in a mound in line of Indian boundary, continue N.76 E. 34 poles; thence S.39 E. 18 perches; thence S.36 W. 22 poles to a small b. oak I.B.; thence S.16 W. 18 poles, to sourwoods I.B. on the side of a ridge; thence S.39 E. 56 poles; thence S.51 E. 11 poles, set a post for 66½ mile station in mound with pits, continue S.51 E. 24 poles; thence S.89 E. 25 poles; thence S.89 E. 7 poles to a post I.B.; thence N.86 E. 32 poles leave field; thence N.86 E. 28 poles; thence N.87 E. 43 poles, set a post for 67 mile station in a mound with pits, continue N.57 E. 16 poles; thence S.64 E. 40 poles; thence S.79 E. 9 poles to a white oak 22 in. dia. marked I.B.; bear cor. 11 poles to a stake and rock on side of mountain; thence S.19 E. 16 poles; thence S.84 E. 57 poles to a white oak 16 in. dia. I.B. bear cor., 10 poles to a post 67½ miles mile station, continue S.84 E. 52 poles; thence N.71 E. 17 poles, b. oak 27 in. dia., I.B.; thence N.71 E. 23 poles; thence N.45 E. 54 poles to a rock, formerly a white oak; thence S.77 E. 14 poles 68 mile station post, continue S.77 E. 24 poles; thence N.76 E. 20 poles to a road leading from Waynesville to Quallatown, bear cor. 16 poles to a rock; thence S.49 E. 14 poles; thence N.76 E. 75 poles, a chestnut 16 in. dia., I.B. bear cor. 11 poles 68½ mile station post; continue N.76 E. 94 poles; thence S.74 E. 66 poles 69 mile station post; continue S.74 E. 26 poles to a b. oak 36 in. dia., I.B. bear cor., 23 poles to a brook 5 links wide bear cor. 55 poles to a small red oak on side of mountain, former call 3 pines; thence S.44 E. 66 poles post of 69½ mile station, continue S.44 E. 137 poles to a small chestnut on side of mountain; thence S.87 W. 25 poles post, 70 mile station; continue thence S.87 W. 160 poles post 70½ mile station; thence S.87 W. 160 poles post of 71 mile station, continue S.87 W. 45 poles to a small white oak N.77 W. 115 poles, post of 71½ mile station, continue N.12 W. 41 poles; thence W. 22 poles to a road running from Waynesville to Quallatown; thence W. 97 poles, post of 72 mile station, continue S.60 W. 28 poles to a post oak 26 in. dia. I.B.; thence S.35 W. 37 poles to a white oak 26 in. dia. I.B. bear cor. 9 poles to a sourwood in the Meggs and Freeman line Closing, beginning on a double white oak on top of a divide in old boundary line, from which a post oak 7 in. dia. bears S.42 W. 14 links dist. and a b. oak 6 in dia. bears N.40 E., 11 links dist. Here leave the boundary line S.34 E. 40 poles to a post oak on the divide; thence S.44 E. 164 poles to a white oak on top of a high knob; thence N.77 E. 50 poles to a spanish oak on divide; thence N.56 E. 23 poles to a spanish oak on top of divide; thence N.83 E. 24 poles, set a post on top of a knob from which a spanish oak 6 in dia, bears S.73 W. 42 links dist.,

0052.

3370 a spanish oak 14 in. dia. bears N.50 E. 34 links dist; thence N.28 E. 10 poles to a small b. oak on top of divide; thence N.83 E. 41 poles to a b. oak on top of divide near where the boundary line crosses the divide; thence S.50 E. leaving divide 143 poles to a small white oak near L.L. Sherrill's house; thence S. 22 E. 20 poles to a small sourwood cor. of old boundary and Meggs and Freeman's line.

This tract contains four hundred and one and one-quarter acres after deducting the number of acres of land within this tract awarded by Barringer, Dillard, and Ruffin, arbitrators (in the suit of the Eastern Band of Cherokees vs. W. H. Thomas et al., in the U. S. Circuit Court for the Western District of North Carolina, at November term, 1874), to the heirs of Charlie Hornbuckle, Cha-lo-gu-lah (or Cloud), Sa-lo-lu-netah (or Young Squirrel), Wilson Reed, and Jenne Reed, according to the survey of said individual tracts in 1875. by M. S. Temple, U.S. deputy surveyor, and embraced in his report to the Commissioner of the U. S. General Land Office dated January 13, 1876.

53. The land awarded to "Too-nah-lu-yah" (this is Too-nah-lu-keh or "stump") situate on Santest-la Creek and known as the "Stump Tract", in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning at a hickory in the line of No. 20, running N.100 poles to a hickory; thence W.160 poles to a stake; thence S.100 poles to a stake in the line of No. 8, then with that line E.160 poles to beginning, containing 100 acres.

54. Preemption Tract No. 369, embraced in State Grant No. 1747, in district No. 9, in Graham County, N.C., on the waters of Snowbird Creek, bounded and more particularly described as follows, viz: Beginning on a large Chestnut in the line of No. 362 and runs N.53 W. 180 poles to a stake; thence S.80 poles to a stake; thence S.53 E. 180 poles to a stake; thence N.90 poles to the beginning, containing one hundred acres.

-- Tract No. 589, in district No. 9, on waters of Snowbird creek in Graham County, N.C.; bounded and more particularly described as follows, viz: beginning on a black oak, the N.E. corner of preemption No. 588 and runs N.73 degrees W. with said line 90 poles to the N.W. corner of said tract; thence N.180 poles to a stake; thence S.73 E. 90 poles to a stake; thence S.180 poles to place of beginning, containing 100 acres, more or less.

-- Tract No. 588 in district No. 9 on the waters of little Snowbird creek in Graham County, N.C., bounded and more particularly described as follows, viz: Beginning on a black oak and runs S. 73 E. 90 poles to a black oak; thence S. 180 poles to a stake; thence N. 73 W. 90 poles to a stake; thence N. 180 poles to the place of beginning, containing one hundred acres, more or less.

57. One fifty-acre tract lying on the E. side of Newton's mill Creek joining land of Uriah Cooper and the Qualla boundary, in Swain County, N.C., bounded and more particularly described as follows, viz: Beginning on the E. bank of said creek at a white oak sapling on line of No. 89; thence E. with said line of No. 89 85 poles to a hickory; thence N.30 E. 52 poles to a white oak on the side of a ridge cor. of No. 91; thence N. with the line of No. 91, 58 poles to a hickory; thence E. 86 poles to a maple on the E. bank of said Newton's Mill Creek; thence down with the meanders of the creek to the beginning, containing fifty acres.

58. One piece or parcel of land in the Cathcart or Brown entry outside of the Qualla boundary and joining the same, in Swain County, N.C., bounded and more particularly described as follows, viz: Beginning at a post where the north-west line of the Cathcart or Brown survey crosses the Qualla Boundary line, said post being N.60 W. 5 chains and 37 links from the 34-th mile station in the Qualla boundary line, from which a white oak 15 in. dia. bears N.50 E. 20 links dist., and a spanish oak 6 in. dia. bears S.60 W. 29 links dist; a white oak 12 in. dia. bears S.36 links dist., a chestnut 6 in dia. bears S.10 E. 27 links dist.; a spanish oak 6 in dia. bears S.40 E. 25 links distant; a locust 6 in. dia. bears N.28 links dist thence S.47½ W. formerly S.45 W. 562 poles with said Cathcart Line to a stake in said line; thence S.42½ E. 575 poles to the Qualla boundary line between the 37 and 36½ mile stations in said line; thence in a northerly direction with the said Qualla boundary line to the beginning, containing twelve hundred and thirty (1,230) acres.

59. One tract embracing the "Amanda Gaither Cove", joining Scroop Enloe and W.H. Thomas' lands and Qualla Boundary in Jackson County, N.C., bounded and more particularly described as follows, viz: beginning at a post on top of the ridge which forms the western boundary of said cove at the point where Ah-ma-cha-na's line crosses said ridge running S.22 E. 24 poles to a chestnut oak corner of I.B.; passing 63-1/2 mile station at 3 poles; thence S.40 E. 24 poles to a spanish oak, corner I.B.; thence S.16 W. 62 poles to a locust corner of I.B.; thence S.43 W. 66 poles to a b. oak, passing the 63rd mile station at 52 poles; then with the top of main mountain S.40 E. 49 poles to a hickory on top of mountain; then down the ridge which forms the eastern boundary of said cove N.63 E. 20 poles to a stake N.88 E. 14 poles to a large c.oak, N.52 E. 36 poles to a s. oak; then N.50 E. 56 poles to a b. gum, N.27 E. 20 poles to a stake; then S.78 E. 12 poles to a S. oak, N.72 E. 10 poles to a c. oak in Enloe's line; then with his line N.34 W. 64 poles to a locust; then N.45 E. 42 poles to a S. oak in I.B., crossing Soco Creek at----- poles; then with I.B. N.60 W. 82 poles to a post I.B.; then W. 6 poles to a stake crossing Soco; then down said creek as it meanders N.55 W. 48 poles to the mouth of said Creek; then down Ocona Luffy River 58 poles to a water oak, corner of I.B.; then S. 28 E. 60 poles to a white walnut; then S. 28 W. 21 poles to a white oak; then S. 40 E. 10 poles to a S. oak; then S. 14 E. 6 poles to the beginning, containing one hundred and twenty eight acres; -excepting, however, from the operation of this conveyance the part of the above described tract awarded to J.H. Teague in a compromise decree in the Circuit Court of the United States, Fourth Circuit, at Greensboro, N.C., adjourned term November 21, 1896, *by recorded in the office of the Register of Deeds for Jackson County, N.C. on September 21, 1896.* in book V. Records of deeds for said County at page 474 et seq., said tract being described as follows, viz: Beginning on a chestnut on the N. bank of Soco Creek and runs N.60 W. 72 poles, more or less, to a chestnut about 24 in. dia. beginning corner of land to be conveyed by said Teague to Indians; thence up the ridge with the line of said land S.55-30 W' 14 rods 2 links to a spanish oak 18 in. dia.; thence S.41 W. 17 rods to a small Chestnut 8 in. dia.; thence S. 63-15 W. 26 rods to a large oak on top of a ridge, thence up the ridge with the lines of the old Amanda Gaither Cove Tract S. 10 E. 6 rods to a chestnut oak, thence S. 35 E. 26 poles to a spanish oak, thence S.20-55 W. 60-1/2 poles to a Spanish oak; formerly a chestnut,

thence S.46--25 W. 62 poles to a black oak on top of the main mountain, passing  
63rd mile station of Qualla Boundary, thence with the top of the mountain S.38 E.  
50 poles to a marked Hickory on top of the mountain, thence down the ridge which  
forms the eastern boundary of said cove N.65 E. 20 poles to a stake, thence N.43--  
15 E. 14 poles to a large Chestnut oak stump, thence N.53--25 E. 36.8 poles to a  
dead spanish oak marked I.B.; thence N.46--40 E. 52 poles to a black gum on a ridge;  
thence N.29--45 E. 20 poles to a stake, thence S.75--50 E. 12-2/3 poles to a small  
spanish oak, thence N.77--15 E. 12.5 poles to a marked chestnut oak in Enloe's line;  
thence with his line N.31 W. 65 poles to a locust, thence N.47 E. with Enloe's line  
to the beginning corner on the North bank of Soco Creek.

60. One tract known as the "Thomas Mill Tract" lying across Soco  
Creek, joining Qualla Boundary, in Jackson County, N. C. bounded and more partic-  
ularly described as follows, viz: Beginning at a black oak on the ridge between  
Soco Creek and Occoquitty River at a point where Scroop Enloe's line intersects  
the Indian boundary, and running with the boundary line 80 poles to a Spanish oak  
on the top of ridge, passing the 65 mile station at 26 poles; then with the top  
of said ridge N. 12 E. 38 poles to a stake; then N.45 E. 18 poles to a stake  
corner I. B.; then S. 70 E. 36 poles to a sycamore on the west bank of Soco Creek;  
then up the Creek; N.25 E. 18 to the 65 1/2 mile station; then E.34 poles to a post  
at the ford of Soco; then S., crossing the creek 70 poles to a S. oak on top of  
a knob corner of I.B. S.22 E. 10 poles to a stake; then S.60 E. 40 poles to corner  
of I.B.; then S.65 W. 21 poles to the beginning, containing forty-three acres.

61. Entry five Hundred and Sixty, known as the "3,200- acre tract Lying on  
the S side of Tuckaseegee River, in Swain County N.C. joining the lands of Abel  
Hyatt, Will Geeske's Heirs, John Cooper, James Gibbs, and Others, bounded and more  
particularly Described as Follows, viz: Beginning on a Black Walnut on the Bank  
of a Branch on the S side of Tuckaseegee River opposite Mark Colemans; runs then-  
ce N.30.W. 72 poles to a White Walnut on the Bank of the River at the Mouth of Fal-  
ls Branch, passing the Falls at 20 Poles; thence up with the Meanders of Tuckas-  
eegee River on the S. side 980 poles to a Water Birch on the Bank; thence N.80.E.  
crossing the River 12 poles to a Black Gum on the N. Bank, 18 poles below the Falls  
at the Upper end of J.H. Bird's Farm; thence up with the Meanders of the N. side 320  
poles to a Spanish Oak on the Bank opposite a Large Island in the River; thence S.  
20 E crossing the River 20 poles to a Large Maple on the S. side of the River, the  
lower Cor. of No 19 Gibbs Corner; thence With Gibbs Line 274 poles to a Large pine  
in the Line of No 90.; thence With that Tract N.55.W.20 poles to a Spanish Oak in  
Hollow; thence S.15.W. 146 poles to a Locust, passing Three Small Branches; thence  
with the Line of No 91.S.90 poles to a Dogwood on the Side of a Hill; thence E.22  
poles to a Birch at the S.W. Corner of No 91; thence S.31 E. 176 poles to a White  
Oak, the N.E. Corner of No 1525. thence with said Tract S.70.W. 30 poles to a Span-  
ish Oak; thence S.60 W.156 poles to a Stake Cor. of 1525. thence S.13.E.234 poles to  
to a Spanish Oak Cor. of Two Tract's, Nos 96 and 97; thence N.55.W. 200 poles to a  
Scrubby Chestnut Oak near the Top of the Ridge; thence S.75.W. 98 poles to a Span-  
ish Oak on a Ridge; thence S.30.W.60 poles to a Hickory; thence S.48.E.35 poles to  
a Large Chestnut near a Branch, the beginning of No 97; thence S.65.W. 40 poles

to a Maple; thence S.10.W.80 poles to a Spanish Oak in a Cove; thence S.75. E 72 poles to a Small Black Oak on a Ridge; thence S.40.W. 96 poles to a Scrubby Spanish Oak on top of a Mountain; thence S.85.W.136 poles to a Small Black Oak on the top of a Ridge; thence S.30.W. 106 poles to a Black Oak on top of a Ridge on a cliff known as the Rattle Snake Den; thence S.15.W.40 poles to a Chestnut on a Ridge in the old County Line between Jackson and Macon; thence with the said old County Line 820 poles to a Small Black Oak on top of the Mountain S.25.W. from Britton Medlin's, passing the Sherrill Gap at 650 poles, thence leaving the old County Line, running around lands of Brit. Medlin, Shuler and Brendle, leaving them on the Out side, N.74. poles to a Spanish oak on the top of the Ridge; thence N.24.E.58 poles to three large pines that top of the Ridge; thence N 5.E.155 poles to a Large White Oak near the top of a Ridge; thence N.75.E.36 poles to a Spanish Oak on a Ridge; thence E.78 poles to a large Black Oak in Johnson Kirkland's line; thence 70 E. with Kirkland's line 32 poles to a Poplar, Kirkland's Corner; thence N.25.E. 50 poles to a Stake; thence S.55.E.34 poles to a Scrubby Hickory on a Mountain side in Wm Kirkland's Line; thence with that Line W 22 poles to a Pine to Kirkland's Corner; thence S.64. poles to a Pine; thence E.226 poles to a Bunch of Small Lynn's on the Creek Bank; thence N.64. poles to a Small Hickory and Spanish oak; thence W. 32 poles to a Locust, beginning cor. of James Kirkland; thence N.45.E. with James Kirkland's line 35 poles to a Spanish oak on the creek Bank; thence S.40.E.144 poles to a Large Chestnut Oak; thence N.45.E.128 poles to a Black oak; thence 40 W. 68 poles to a Spanish oak; thence 85.E.120 poles to a Pine; thence N.245.W.105. poles to a Black Oak. Corner of 1173. on the Bank of a Creek, in the Line of no 1172. thence with the Tract of No 1173.S.75.E. 173 poles to a Stake; thence N.84.E. 63 poles to a Stake; thence N.58.W. 74 poles to Two Chestnut Oak; thence N.58.W. 62 poles to a Hickory; thence W. 30 poles to a Chestnut oak; thence N.90 poles to Black in a Hollow. Corner of Tract No 4825. thence with the Line of that Tract N. 52 poles to a Small hickory; thence N.45.W.14 poles to a White Oak; below Eggs Cove; thence N.26.E. 66 poles to a Large ash on the S Bank of Tuckasegee River; thence up the Meanders of the River 64 poles to a Bellwood; thence S.31.E. 73 poles to the Beginning. Containing two Thousand seven hundred and Eighty Acres; in this Conveyance it is intended to convey only the Lands embraced in said Entry no 560 agreeably to the State Grant and Survey thereof, which excluded deeded Lands defined by Metes and Bounds within the Boundary of said Entry which belongs mostly to the Persons named above as owning joining lands, comprising Eleven tracts embracing 1,009 1/2 acres; then also excluding three hundred and Twenty (320) acres from said Entry No 560, a survey of which have been ordered by the Superior court Swain County N.C. to use the benefit of Sarah A Birchfield which said Court confines to 320 acres joining Abel Hyatt's Lands within the Boundary of the grant from the State; also including one Hundred acres on both sides of Skeekee's Branch; awarded by Barringer, Dillard, and Ruffin, arbitrators, October 23, 1874, to the Heirs of an Indian Named Little John, Leaving of said Entry 560 Two Thousand seven Hundred and Eighty acres, and embraced in this indenture as afore said, excepting and excluding, however from the operation of this Conveyance, that part of D.J. Allen grant NO 786, Containing 18 acres, if any, which overlaps said Entry five Hundred

74

0052

0374 and Sixty, known as the 3,200 acre tract", awarded and decreed to John Brandle, Goleman Brendle, and Elisha Brendle, in equity case NO 657, in the United States District Court for the Western District of North Carolina, on August the 12th 1919. --- Tract No 481, State Grant No. 1748, in district No 9 in Graham County N. C. on the Waters of Snow Bird Creek, bounded and more particularly described as Follows, viz; Beginning on a Hickory and Runs N. 10. E. to a Small Hickory 90 poles; thence S. 80. E. 180 poles to a Stake; thence S. 10. W. 90 poles to a Stake; thence N. 80. W. 180 poles to the Beginning, crossing the Creek at 20 poles, Containing one Hundred More or Less, and being tract NO 6 awarded to the Eastern Band of Cherokee Indians in the Cooper Judgment.

-64. Tract NO 10, in district 12. in Graham County, N.C. Bounded and more Particularly described as Follows, viz; Beginning on a White Oak the N.W. Corner of NO 7 and Runs N. 82. W 80 poles to a Spanish oak; thence N. 8. E. 102 poles to a Pine; thence S. 82. E. 80 poles to a Stake; and pointers, N.W. Corner of NO 9, thence S. 8. E. 102 poles to a Place of beginning, Containing Fifty One acres;

65, tract NO 11. in district No. 12 in Graham County, N.C., bounded and more particularly described as follows viz: Beginning on a post oak and runs N. 82 W. 80 poles to a turkey oak; thence S. 8 W. 132 poles to a stake; thence S. 82 E. 80 poles to a Spanish oak, the S. W. corner of No. 10; thence N. 8 E. 132 poles to the beginning; containing sixty acres; said several tracts herein before described comprising the lands and property of the said Eastern Band of Cherokee Indians.

The said party of the first part here conveys and confirms to and unto the said party of the second part, any and all lands, tenements, hereditaments, or other property owned and held by it; it being the intent and purpose of this instrument that the said Eastern Band of Cherokee Indians herein and hereby does convey and confirm to and unto the United States of America; any and all lands, tenements, hereditaments, or other property owned and held by said band of Indians within the State of North Carolina, or elsewhere, and regardless of whether said property is owned and held by said Indians as a tribe or band, as a body corporate, or otherwise, and regardless of whether said lands, tenements, hereditaments, or other property of the tribe herein above specifically described or not;

TO HAVE AND TO HOLD, The saids tracts and parcels of land other property aforesaid, in trust nevertheless, for the intents, uses, and purposes of the said act of June 4, 1924, 43 Stat. L., 376, aforesaid, together with all improvements and appurtenances thereunto belonging or in any wise appertaining.

IN TESTIMONY WHEREOF, The said Eastern Band of Cherokee Indians of North Carolina as a Band or Tribe and as a corporation, party of the first part hereto, has caused these presents to be executed by Sampson Owl Principal Chief of said Band of Cherokee Indians; John Wolfe Vice Chief

by John Wolfe Chairman Of its tribal council; and by W. H. Blythe Clerk of its council, who have

been authorized and empowered so to do as duly authorized agents of said Band, as evidenced by resolution of the tribal council of said Eastern Band of Cherokee Indians of November 8, 1919, and the supplemental resolution of September 26, 1924 both hereto attached.

Done at Cherokee, North Carolina, on the day and year first hereinabove written.

The Eastern Band of Cherokee Indians

of North Carolina,

By Sampson Owl,  
Principal Chief, Eastern Band of  
Cherokee Indians.

By Loney Toineeta  
Vice Chief, Eastern Band of  
Cherokee Indians.

By John Wolfe  
Chairman of Council, Eastern Band of  
Cherokee Indians, and

By W. H. Blythe  
Clerk of Council, Eastern Band of  
Cherokee Indians

Eastern Band of Cherokee  
Indians)  
(Seal)

Attest:

James E. Henderson  
Superintendent and ex-officio  
Secretary of the Eastern Band  
of Cherokee Indians.

DEPARTMENT OF THE INTERIOR  
WASHINGTON

JULY 30 1925 1925

The foregoing deed of the Eastern Band of Cherokee Indians  
of North Carolina to the United States of America, in trust  
is hereby approved and accepted in accordance with the Act of  
June 4, 1924 (43 Stat. L., 376).

John H. Edwards  
Assistant Secretary  
C.J.G. E.B.M. C.E.W.

STATE OF NORTH CAROLINA )  
COUNTY OF SWAIN )

Before me, the undersigned, a Notary Public in and for said County and  
State, on the 21st day of July, 1925, personally appeared Sampson Owl, Principal  
Chief, Eastern Band of Cherokee Indians, and Loney Toineeta, Vice Chief, Eastern  
band of Cherokee Indians, John Wolfe, Chairman of its Tribal Council, and W.H.  
Blythe, Clerk of Council of Eastern Band of Cherokee Indians, to me known to be the  
identical persons who subscribed the name of the maker thereof to the foregoing  
instrument as its Chief, Vice Chief, Chairman of its Council, and Clerk of its Tribal  
Council, and acknowledged to me that they executed the same as their free and vol-  
untary act and deed, and as the free and voluntary act and deed of the Eastern Band  
of Cherokee Indians, for the uses and purposes therein set forth.

My commission expires  
April 11, 1927.

J.L. Walters  
Notary Public.  
Cherokee Council Grounds  
Eastern Band of Cherokee Indians  
Cherokee, North Carolina  
November 6, 1919.

A RESOLUTION

Providing for the final disposition of the affairs of the Eastern Band  
of Cherokees of North Carolina.

---ooOoo---

WHEREAS, The Cherokee people, who are members of the Eastern Band of Chero-  
kees, have risen in matters of education, agriculture and the arts, to a plane higher  
than that ordinarily reached by peoples who lead a communal life and hold their  
property in common;

WHEREAS, the time has been reached, owing to close business and social relations, during recent years, of the Cherokee People, with persons of the white race, when the identity of the membership of the Eastern Band of Cherokees will be lost and destroyed unless final and decisive action is taken to determine the rights of all persons claiming such membership;

WHEREAS, the complicated and chaotic condition of the property affairs of of the Eastern Band of Cherokees in such that the rights of individual members thereof cannot be properly protected, either as to persons now living or as to their descendants, and especially as to the latter;

WHEREAS, continued existence of the Band as a corporation organized, existing and doing business under the laws of North Carolina, is inconsistent with the supreme authority of the Government of the United States, under its constitution, laws and treaties, and is provocative of a conflict of jurisdiction that may lead to prolonged, expensive and useless litigation;

WHEREAS, the status of the members of the Eastern Band of Cherokees, with respect to National and State citizenship, is undefined and uncertain, thereby placing them in a disadvantageous position as to their political and personal rights and privileges; and

WHEREAS, provisions should be made to protect the members of said Band with respect to the taxation of their lands and the disposition thereof, during their life time and after their death, as in the case of other Indians,

THEREFORE, in order to provide for the final disposition of the affairs of the Cherokee Indians aforesaid, it is resolved and is hereby enacted, by the Eastern Band of Cherokees, as a corporation of the State of North Carolina and as an Indian Band or Tribe, in Council assembled, on this sixth day of November, 1919, subject to approval and modification by the Congress of the United States, that,--

1. The proper Officers of the Eastern Band of Cherokees, for the time being, are hereby authorized and directed to execute a conveyance or transfer, when this resolution becomes effective, to the United States of America IN TRUST, of all lands, moneys and other property or property rights owned by the said Band, in the State of North Carolina or elsewhere.

2. The Congress of the United States is hereby requested to enact suitable legislation providing for the acceptance of the trust above referred to and for the final disposition of the affairs of the Eastern Band of Cherokees of North Carolina, in substantial compliance with the plan of settlement set forth in a certain letter dated September 27, 1917, signed by E. B. Meritt, Assistant Commissioner of Indian Affairs, and approved January 7, 1918, by S. G. Hopkins, assistant secretary of the Interior, beginning at paragraph numbered II, on the third page thereof and continuing to paragraph XVII, page 18.

3. This resolution is made with the condition and request that Congress shall, if it deems advisable, provide for the reservation of all mineral rights and mineral deposits, quarries and water-power sites, for the benefit of the members of said band, as a whole, either in general or specific terms, to be held for a period of years or disposed of by sale, as Congress may see fit to provide; also that a provision shall be included in such legislation providing for the reinvestment, in the discretion of the Secretary.

of moneys derived from the sale of the lands outside the limits of the Qualla Boundary, or from other sources adjacent to or near said boundary, the lands so purchased to be disposed of as if originally a part thereof.

4. This resolution shall be in full force and effect and shall be operative when and in such manner as Congress shall provide.

Passed and ratified in open Council assembled by 15 members voting for the act and none members voting against the act as follows: For the Act: James Blythe, Joseph Bigwitch, Shon George, Carl Standingdeer, John Sherrill, Will W. Long, Joseph Wolfe, John Wolfe, Will Saunooke, Will Wahyahneeta, Mose Partridge, William Owl, Goliath Long and Willie Axe and Jonah Lossih. Against the Act: None

Countersigned and Approved

Joseph A. Saunooke

Jonah Lossih  
Chairman

W.H. Blythe  
Clerk.

*Chief*  
We, James Blythe and W.H. Blythe, Interpreters of the Eastern Band of Cherokees of North Carolina, do hereby certify that the foregoing resolution and the Letter of September 27, 1917, referred to therein, were fully and carefully interpreted by us to the Council of said Band and that said Resolution and letter were fully understood by the Members of the Council before voting upon and adopting the same.

James Blythe  
Interpreter.

W.H. Blythe  
Interpreter.

Cherokee Council Grounds,  
Cherokee, Swain County, North Carolina.

I, James E. Henderson, Secretary ex-officio, of the Eastern Band of Cherokee Indians, a corporation, do hereby certify that the foregoing resolution was adopted by the Council of the Eastern Band of Cherokee Indians, corporation, in Council convened at its Council Grounds at Cherokee, North Carolina, on the 6 day of November, A.D., 1919, at which time and place there present the following Councilmen, being a quorum, to-wit:

James Blythe	Joseph Bigwitch	Shon George
Carl Standingdeer	John Sherrill	Will W. Long
Joseph Wolfe	John Wolfe	Will Saunooke
Will Wahyahneeta	Mose Partridge	William Owl
Goliath Long	Willie Axe	Jonah Lossih

and that said Resolution as adopted by said Council is enrolled in the records of said Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate and official seal of the Eastern Band Of Cherokee Indians, this the sixth day of November, 1919.

James E. Henderson  
Secretary ex-officio, of the Eastern Band of Cherokee Indians.

RESOLUTION EASTERN BAND OF CHEROKEE INDIANS.

WHEREAS, Section 1 of the act of Congress of June 4, 1924, Public No. 191 entitled, "An Act providing for the final disposition of the affairs of the Eastern Band of Cherokee Indians of North Carolina," Provides:

That the Eastern Band of Cherokee Indians of North Carolina is hereby authorized, pursuant to the resolution of its Council adopted the 6th day of November, 1919, to convey to the United States of America, in trust, all land, money, and other property of said band for final disposition thereof as hereinafter provided; and the United States will accept such conveyance when approved by the Secretary of the Interior;



# TABLED

Cherokee Council House  
Cherokee, North Carolina

JAN 08 2026

Date

Resolution No. 88 (2026)

*A resolution to acknowledge the 100<sup>th</sup> anniversary of the placement of the Qualla Boundary into trust with the United States of America.*

1  
2  
3  
4  
5  
6 **WHEREAS**, the Eastern Band of Cherokee Indians is a federally recognized Indian Tribe with  
7 inherent sovereign powers of self-governance and self-determination; and  
8

9 **WHEREAS**, despite the forced Removal of 1838-39, a portion of the Cherokee people lawfully  
10 remained in the mountains of Western North Carolina and continued their  
11 existence as a distinct Cherokee community, preserving their identity, culture,  
12 and political continuity; and  
13

14 **WHEREAS**, during the mid-nineteenth century, lands in Western North Carolina were  
15 acquired by William Holland Thomas for the benefit of the Cherokee people who  
16 remained, because North Carolina law at that time prevented Indians from legally  
17 holding title to land in their own name; and  
18

19 **WHEREAS**, in 1874 a federal court-appointed board of arbitrators determined that these lands  
20 had been purchased and were being held for the benefit of the Eastern Cherokee,  
21 thereby recognizing the Tribe as the equitable and beneficial owner of said lands  
22 and establishing the legal foundation upon which the United States would  
23 thereafter hold and protect these lands for the Tribe consistent with federal  
24 Indian trust doctrine as well as set the stage for the formal 1876 Qualla Boundary  
25 Survey by M.S. Temple, Deputy United States Surveyor; and  
26

27 **WHEREAS**, the Eastern Band of Cherokee Indians continued thereafter to exercise  
28 governmental, social, and cultural authority over its members and lands, and  
29 sought permanent federal protection to ensure that its lands would remain secure  
30 for future generations; and  
31

32 **WHEREAS**, on November 6, 1919, Principal Chief Joseph A. Saunooke and Tribal Council  
33 approved a Tribal resolution to provide for the perpetual protection of all Tribal  
34 lands and property by executing a deed of conveyance to the United States of  
35 America, so the Tribe's land and property would be held in trust for the benefit of  
36 the Eastern Band of Cherokee Indians; and  
37

38 **WHEREAS**, on June 4, 1924, the Congress of the United States enacted legislation (43 Stat.  
39 376) authorizing the Eastern Band of Cherokee Indians to convey its lands, funds,  
40 and other property to the United States to be held in trust for the Tribe, and  
41 directing the preparation of the official federal roll of Tribal members now known  
42 as the Baker roll, thereby formalizing and affirming the federal trust relationship  
43 over the Tribe's lands and ensuring that such lands would be federally protected  
44 and administered for the benefit of the Tribe and its members; and

45  
46 **WHEREAS**, on September 21, 1924, Principal Chief Sampson Owl, Vice Chief Loney Toineeta,  
47 and Tribal Council, during a Special Council session, authorized the conveyance  
48 to the United States of America, in trust, of all land, money, and other property  
49 owned by the Eastern Band of Cherokee Indians; and

50  
51 **WHEREAS**, on July 21, 1925, a Deed of Conveyance between the Eastern Band of Cherokee  
52 Indians and the United States of America was entered into and signed by  
53 Principal Chief Sampson Owl, Vice Chief Loney Toineeta, Tribal Council  
54 Chairman John Wolfe, Tribal Council Clerk W.H. Blythe, and attested by  
55 Superintendent and Ex-Officio Secretary of the Eastern Band of Cherokee Indians  
56 James E. Henderson; and

57  
58 **WHEREAS**, on July 30, 1925, the Deed of Conveyance between the Eastern Band of Cherokee  
59 Indians and the United States of America, was approved and accepted by John H.  
60 Edwards, the Assistant Secretary of the Department of Interior; and

61  
62 **WHEREAS**, on January 11, 1926, the Deed of Conveyance was recorded in Book 52, Page 352,  
63 at the Swain County Register of Deeds, Swain County, North Carolina; and

64  
65 **WHEREAS**, through these federal actions and consistent with long-standing federal Indian  
66 law, the lands of the Eastern Band of Cherokee Indians came to be held in trust  
67 by the United States for the benefit of the Tribe, meaning such lands are  
68 protected against alienation, are generally exempt from state and local  
69 jurisdiction, and form the sovereign and permanent land base of the Eastern Band  
70 of Cherokee Indians as the Qualla Boundary and other trust holdings.

71  
72 **NOW THEREFORE BE IT RESOLVED** by the Tribal Council of the Eastern Band of  
73 Cherokee Indians in Council assembled at which a quorum is present that the Tribe hereby  
74 acknowledges and commemorates the historic 100<sup>th</sup> anniversary of the Deed of Conveyance  
75 placing the ancestral lands of the Eastern Band of Cherokee Indians IN TRUST with the  
76 United States of America on July 30, 1925, and recorded in Swain County, North Carolina  
77 Register of Deeds on January 11, 1926; and

78  
79 **BE IT FURTHER RESOLVED** that the Tribal Council of the Eastern Band of Cherokee  
80 Indians hereby authorizes and directs the Secretary of Commerce, in consultation with the  
81 Qualla Boundary Historical Society, EBCI Culture and History programs, and other  
82 appropriate Tribal entities, to design, produce, and install historically accurate educational  
83 storyboards at culturally and strategically significant locations throughout the Qualla  
84 Boundary, telling the true history of the Tribe's land tenure, the 1874 arbitration, the 1919-  
85 1926 trust conveyance process, and the federal trust relationship that protects Tribal lands for  
86 future generations, so that visiting guests may better understand and respect the sovereign  
87 history of the Eastern Band of Cherokee Indians; and

88  
89 **BE IT FURTHER RESOLVED** that the Secretary of Commerce is authorized to seek and  
90 utilize available grants, tourism development resources, and other lawful funding sources to  
91 implement this initiative, and shall report progress to Tribal Council on a periodic basis; and

92

93 **BE IT FINALLY RESOLVED** that all resolutions that are inconsistent with this resolution  
94 are rescinded, and this resolution shall become effective upon ratification of the Principal Chief.  
95

96 *Submitted by Venita K. Wolfe Big Cove/Tow String representative, Tribal Council, Nelson Lambert*  
97 *Realty Law Clerk, Robin Swayney Qualla Boundary Historical Society President.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4984

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 9.)

# TABLED

Cherokee Council House  
Cherokee, Qualla Boundary (NC)  
Date: JAN 08 2026

## RESOLUTION NO. 92 (2026)

WHEREAS: the Eastern Band of Cherokee has a profound relationship to their Ancestral homelands and has stewarded them since time immemorial and recognizes that place names carry deep cultural, historical, and spiritual meaning; and

WHEREAS, as a sovereign nation, it is the inherent responsibility of the Eastern Band of Cherokee to lead with courage and conviction in confronting and opposing social injustice wherever it arises;

WHEREAS racist and derogatory place names on what is now public lands undermine our efforts to honor truth, promote healing, and preserve Indigenous heritage; and

WHEREAS in September 2025, Senator Warren reintroduced the Reconciliation in Place Names Act (RPNA) in the 119th Congress, which would establish a consistent federal process to review and revise offensive names on what is now federal lands, restore the federal advisory committee (first established by Secretary Haaland) with permanent status and ensure Indigenous representation among other stakeholders; and

WHEREAS the RPNA aligns with the Eastern Band of Cherokee's mandate to cultural preservation, intergenerational justice, and commitment to collaboration with federal partners to ensure place names honor Cherokee values and legacy; and

WHEREAS a formal proclamation of support from the Eastern Band of Cherokee will strengthen lobbying efforts in Washington, D.C., demonstrate solidarity with other Indigenous nations, and reinforce the urgency of the act's purpose.

NOW THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, that the Tribal Council hereby expresses its full support for the Reconciliation in Place Names Act and urges the United States Congress to pass this legislation without delay.

BE IT FURTHER RESOLVED that the Eastern Band of Cherokee will inform tribal committees, tribal citizens, and community partners about this resolution and encourage them to support this

tribal initiative by contacting members of Congress, attending coalition meetings concerning renaming and tribal issues, and sharing their perspectives.

BE IT FURTHER RESOLVED that Tribal Council establishes an Eastern Band of Cherokee Place Names Committee to coordinate EBC-led renaming efforts to identify and lead official tribal renaming initiatives, to ensure community voices guide committee decisions, to build relationships with partners in Ancestral homelands, and to expand the Cherokee narrative around place names.

BE IT FURTHER RESOLVED the Eastern Band of Cherokee Place Names Committee will actively engage with state and federal renaming place names boards to ensure decisions about place names in Cherokee Ancestral homelands have the insight of the original people.

BE IT FURTHER RESOLVED that the Eastern Band of Cherokee Indians shall make advocacy for the *Reconciliation in Place Names Act* a priority within its lobbying and legislative agenda in the United States Congress, and shall direct its representatives, legal counsel, and federal partners to actively pursue passage of this legislation, ensuring the voices and values of the Cherokee people are represented in all federal decision-making regarding place names.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief of the Eastern Band of Cherokee Indians.

Submitted By:

Kimberly Smith(EBCI), Federal Advisory Committee on Reconciliation in Place Names former member

Jessica Lambert(Choctaw, EBCI Descendant), Coalition for Outdoor Renaming and Education Co-Chair

Avery Weatherly (EBCI), Natural Resources Department, Conservation Outreach Coordinator



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2025 -4988

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 10.)

# AMENDED TABLED

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

DATE: JAN 08 2026

RESOLUTION NO. 97 (2026)

*A resolution to authorize the Eastern Band of Cherokee Indians to withdraw from United South and Eastern Tribes, Inc. (USET) and terminate its membership therein.*

WHEREAS, the Eastern Band of Cherokee Indians was one of the founding members of USET (the United South and Eastern Tribes, Inc.) when the organization was formed 1969; and

WHEREAS, USET is a non-profit, inter-Tribal organization serving thirty-three (33) Federally-recognized tribes located in the Eastern United States; and

WHEREAS, unfortunately, USET has increasingly promoted and approved membership by non-Federally-recognized groups ("State-recognized groups") that cannot meet the requirements under Federal law for become Federally-recognized tribes; and

WHEREAS, groups that are State-recognized but are not Federally-recognized tribes do not have the same government-to-government relationship with the United States of America as Federally-recognized tribes do, and the United States does not have the same trust obligations to State-recognized groups; and

WHEREAS, the interests of non-Federally-recognized groups sometimes diverge significantly from the interests of Federally-recognized tribes, and the divergence sometimes harms Federally-recognized tribes and dilutes the sovereignty of Federally-recognized tribes; and

WHEREAS, over the years, USET has become less helpful to Federally-recognized tribes, and the benefit the Eastern Band of Cherokee Indians derives from USET today, despite being a founding member, has been diminished; and

WHEREAS the Eastern Band of Cherokee Indians has determined that continued membership in USET is not helpful to the Tribe, and the Tribe is authorized to withdraw from USET and terminate its membership therein.

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, the Tribal Council hereby authorizes the Tribe to withdraw from the organization known as the United South and Eastern Tribes, Inc., and to terminate its membership in that organization.

1  
2  
3  
4  
5  
6

BE IT FINALLY RESOLVED this resolution shall be effective upon ratification by the  
Principal Chief, and all prior resolutions that are inconsistent with this  
resolution are rescinded.

*Submitted by Michell Hicks, Principal Chief.*

PASSED

Cherokee Council House  
Cherokee, North Carolina

JAN 08 2026

Date

Amendment to Resolution No. 97 (2026):

Line 21; change the word "for" to "to"



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -4990

---

**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 11.)

# TABLED

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: FEB 05 2026

ORDINANCE NO.: 107 (2026)

*An ordinance to revise the process for filing ethics complaints and for publishing ethics reports.*

WHEREAS, Tribal law makes Tribal officials subject to certain ethics and reporting requirements, allows for the filing of ethics complaints against Tribal officials, and requires the publication of ethics reports in the Cherokee One Feather; and

WHEREAS, these laws were written broadly and in their current form sometimes allow a person to file a complaint based on allegations that are false or cannot be substantiated; and

WHEREAS, these laws have resulted in the publication of reports even when the Office of Internal Audit and Ethics has found that the person against whom the complaint was made did not violate the Code of Ethics, and the publication causes unfair and damaging publicity for the person who did no wrong; and

WHEREAS, these laws should be amended to avoid these unintended consequences and to tailor them to Tribal timing and operational and needs; and

WHEREAS, these amendments will not lessen the substance, effectiveness, or enforcement of the Code of Ethics.

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 the Cherokee Code is hereby amended as follows:

**Sec. 96-6. - Complaint; investigation; conciliation.**

(a) Any covered employee who believes that he or she has been subject to prohibited discrimination found in Cherokee Code Section 96-5 may file a complaint with the Office of Internal Audit within ~~180~~30 calendar days of the alleged discrimination. The Office of Internal Audit shall investigate the complaint in accordance with Cherokee Code Section 117-103 and their adopted policies and procedures according to Cherokee Code Section 117-110.

(b) If the Office of Internal Audit is named in the complaint, then the Department of Justice shall investigate.

(c) Any reports regarding discrimination are confidential and not subject to disclosure.

(d) To establish discrimination, a covered employee must demonstrate by a preponderance of the evidence that the covered employee's engagement in protected activity is a substantial motivating factor for the adverse employment action. The supervisor or manager may rebut

1 this claim if he or she demonstrates by a preponderance of the evidence that he or she  
2 would have taken the same employment action regardless of the covered employee's  
3 participation in protected activity.  
4

5 **Sec. 117-45.1. Definitions.**

6 (a) For purposes of this section, the following terms have the meanings defined below:

7 (1) *Tribal officials*. Any person who is:

- 8 a. A Tribal officer as defined in Section 1 of the Charter and Governing  
9 Document;
- 10 b. A member of the Cherokee School Board as defined in C.C. Section  
11 115-8;
- 12 c. Serving as a member of an authority, board, committee, or commission,  
13 ~~as confirmed appointed~~ by Tribal Council, ~~the Executive Committee or~~  
14 ~~Principal Chief, and who is subject to removal by the appointing~~  
15 ~~authority; or~~
- 16 ~~d. Appointed by Tribal Council or the Executive Committee or Principal~~  
17 ~~Chief, and who is subject to removal by the appointing authority, to~~  
18 ~~carry out actions, provide guidance, or assistance to the Tribal Council,~~  
19 ~~the Executive Committee or to a member of the Executive Committee.~~

20 (2) *Tribal resources*. Refers to instruments belonging to, held by, or received by the  
21 EBCI utilized for the economic, social, and political development of the EBCI as  
22 a community; and the Tribal offices and programs of the EBCI. Such instruments  
23 may include but are not limited to the following:

- 24 a. Land, physical property, and services owned, provided, distributed,  
25 administered or allocated by Tribal officials that have been paid for,  
26 subsidized, or otherwise acquired by the offices and agencies of the  
27 EBCI;
- 28 b. Funds and other financial assets of the EBCI; and
- 29 c. Other Tribal materials made available to Tribal officials while acting in  
30 an official capacity, which includes documentation, communications,  
31 and other records made available to a Tribal official.

32 (3) *Personal interest*. Means any interest in which there exists a likelihood for direct  
33 or indirect gain of any kind, including, but not limited to, employment contracts,  
34 benefits, salaries, funding, or ownership or investment held by a Tribal official, or  
35 immediate family member of Tribal officials.

36 (4) *Conflict of interest*. A conflict of interest shall be deemed to arise when a Tribal  
37 official, or any member of their immediate family, or an organization or firm  
38 which employs such Tribal official or family member, has a financial or personal  
39 interest that interferes with, or appears to interfere with, fair and impartial  
40 decisions or actions by a Tribal official.

41 (5) *Recuse*. Recuse or recusal is the act of a Tribal official to avoid a conflict of  
42 interest by excusing themselves from meetings, discussions, events and/or votes.

43 (6) *Immediate family*. Shall be defined as spouse, parent, child or brother or sister.

44 (7) *EBCI*. Refers to the Eastern Band of Cherokee Indians and Tribe.  
45  
46

1  
2 **Sec. 117-45.3. Code of Ethics.**  
3

- 4 (a) Tribal officials shall not take any official action or participate in the selection, award, or  
5 administration of a contract or grant award, if a conflict of interest, real or apparent, shall  
6 be involved.
- 7 (b) Tribal officials shall not directly or indirectly solicit, accept or provide gratuities, favors,  
8 or anything of monetary value from contractors, potential contractors or subcontractors  
9 who are contracting to perform services or sell goods or property to the Tribe or a Tribal  
10 program.
- 11 (c) Tribal officials, directly or through a business entity in which the Tribal official has a  
12 personal interest, shall not enter into any contract for services or goods with any Tribal  
13 entity, enterprise, or program for the purpose of either receiving or providing services or  
14 goods. This provision shall not apply to such persons qualifying for programs available to  
15 all Tribal members.
- 16 (d) Tribal officials shall treat service to the EBCI as a sacred public trust with fiduciary  
17 responsibility, which requires upholding and acting in accordance with laws and  
18 engaging in the proper governance of the EBCI in a manner, which is placed above  
19 personal and private gain.
- 20 (e) Tribal officials shall protect and conserve Tribal resources and ensure the appropriate use  
21 of Tribal resources falling under the scope of the office of the Tribal official.
- 22 (f) Tribal officials shall provide every enrolled member a time to be heard on a Tribal issue  
23 that falls under the scope of the Tribal official's duties. This paragraph shall not supersede  
24 C.C. Section 117-16.
- 25 (g) Tribal officials shall not use their authority, title, or influence to improperly advance  
26 personal or financial interests.
- 27 (h) Tribal officials shall disclose instances when they believe there has been fraud, waste,  
28 abuse, corruption, or violations of this chapter to the Office of Internal Audit and Ethics.
- 29 (i) Tribal officials shall respect and honor the customs and traditions of the EBCI.
- 30 (j) Tribal officials shall abide by the laws of any sovereign jurisdiction in which they are  
31 present. Tribal officials shall disclose any misdemeanor or felony charges and/or  
32 convictions that occur in any jurisdiction while in office to the Office of Internal Audit  
33 and Ethics.
- 34 (k) Tribal officials shall report to the Office of Internal Audit and Ethics, in accordance with  
35 that office's rules of procedure, any gift, donation, or contribution in excess of \$200.00 in  
36 value received or provided by the Tribal official.
- 37 (l) Tribal officials shall not act individually, jointly, or through another, threaten, intimidate,  
38 or discipline any person as reprisal for any legitimate action taken by the person.
- 39 (m) Tribal officials shall not offer, solicit or accept, directly or indirectly, anything of value if  
40 the gift could reasonably be expected to influence the vote, official actions, or judgment  
41 of, or for, the official or could reasonably be considered a reward for any official action  
42 or inaction.
- 43 (n) Tribal officials shall not withhold materials or information from the public pertaining to  
44 those items discussed in closed session unless such materials or information are deemed  
45 exempt from disclosure in accordance with Chapter 132 of the Cherokee Code.

- 1 (o) Tribal officials shall not take any official action or participate in a decision with respect  
2 to a matter if it will have a direct and predictable effect on the financial interest, personal  
3 interest, or present a conflict of interest for the official or employee or his or her  
4 immediate family member. Any official in such situation shall recuse himself or herself  
5 from participating in a discussion and/or vote on the matter giving rise to such conflict.  
6 (p) Tribal officials may participate in private, public, civic, and/or charitable activities  
7 provided such activities do not compromise the integrity or reputation of the EBCI or  
8 interfere with the performance of official duties.  
9 (q) Tribal officials shall maintain or enhance the honesty and integrity of their respective  
10 offices; and safeguard the reputation of the EBCI as a whole.  
11 (r) Tribal officials shall protect and enhance the environmental and cultural resources,  
12 whether natural or man-made, of the EBCI to ensure the security and prosperity of future  
13 generations.  
14

15 **Sec. 117-107. - Reports.**

16 (a) *Audit reports.*

- 17 (1) A written report shall be prepared and issued by the Chief Audit and Ethics  
18 Executive or designee following the conclusion of each audit. The report will be  
19 addressed to appropriate management. Copies of all reports which conclude that a  
20 violation of the Code of Ethics (CC 117-45 – CC 117-45.3) occurred the report  
21 will be distributed to the Principal Chief, Vice Chief, Tribal Council, and  
22 appropriate management. The appropriate director and/or manager of the division,  
23 program or entity receiving the report shall respond to the Office of Internal Audit  
24 and Ethics indicating within 15 days what actions were taken or will be taken in  
25 response to specific report findings and recommendations.  
26 (2) The director and/or manager receiving the report shall monitor to determine  
27 whether progress is made toward correcting any unsatisfactory conditions. When  
28 requested the director and/or manager shall provide to the Office of Internal Audit  
29 and Ethics a report on the status of corrective actions. The Office of Internal  
30 Audit and Ethics shall determine whether the action taken is adequate to resolve  
31 audit findings.  
32 (3) If the action is not adequate, the Office of Internal Audit and Ethics will inform  
33 the Executive Committee of the potential risk and exposure in allowing the  
34 unsatisfactory conditions to continue. The Audit and Ethics Committee will be  
35 informed if the Executive Committee is the audited party. If appropriate action is  
36 not taken within an acceptable timeframe, the Audit and Ethics Committee will be  
37 informed and allowed to exercise their authority as stated in section 117-109(13).

38 (b) *Investigative reports.*

- 39 (1) A written report shall be prepared and issued by the Chief Audit and Ethics  
40 Executive or designee following the conclusion of each investigation. Copies of  
41 all reports which conclude that conclude that a violation of the Code of Ethics  
42 (CC 117-45 – CC 117-45.3) occurred will be distributed to the Principal Chief,  
43 Vice Chief, Tribal Council, and appropriate management.

44 (c) ~~Public records. Referral for prosecution.~~

- 45 (4) Completed and final audit reports and investigative reports issued by the Office of  
46 Internal Audit and Ethics which conclude that a violation of the Code of Ethics

1 ~~(CC 117-45 – CC 117-45.3) occurred shall be forwarded to the Tribal Prosecutor~~  
2 ~~for potential criminal investigation and prosecution, as provided in subsections (a)~~  
3 ~~and (b) shall be considered public records as defined in C.C. § 132-4(d) and shall~~  
4 ~~be subject to disclosure following this procedure:~~

5 ~~(i) The reports described in paragraph (1) shall be provided to the Attorney~~  
6 ~~General or his designee and to the office of Tribal Prosecutor within~~  
7 ~~three business days following the date issued by the Office of Internal~~  
8 ~~Audit and Ethics.~~

9 ~~(ii) Within five business days after receiving such a report, the Attorney~~  
10 ~~General or his designee, and the lead Tribal prosecutor or his designee,~~  
11 ~~shall advise the Office of Internal Audit and Ethics as to whether any~~  
12 ~~information in the report should be redacted pursuant to Chapter 132-11~~  
13 ~~or to protect a potential investigation by those offices.~~

14 ~~(iii) Within three business days after the expiration of the review and~~  
15 ~~redaction period described in subparagraph (ii), the Office of Internal~~  
16 ~~Audit and Ethics shall make the redacted report (if redactions were~~  
17 ~~deemed necessary by that office) available to the public by providing a~~  
18 ~~copy of the redacted report to the Cherokee One Feather.~~

19  
20 **Sec. 117-111. - ~~Amendment. Reserved.~~**

21 ~~Proposed amendments to this part 1 of article V shall be submitted to the Audit and Ethics~~  
22 ~~Committee for review before being presented to Tribal Council.~~

23  
24  
25 BE IT FINALLY ORDAINED, that this ordinance shall become effective upon ratification by the  
26 Principal Chief.

27  
28  
29 *Submitted by*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -4991

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 12.)

Date: FEB 05 2026

ORDINANCE NO.: 108 (2026)

*An ordinance to amend the Tribe's laws on fishing guides  
which shall be known as the William Thomas "Dooley" Saunooke law.*

WHEREAS, the Eastern Band of Cherokee Indians is duly authorized to establish and regulate its natural resources under its sovereign powers as a federally recognized Indian Tribe; and

WHEREAS, Chapter 113 of the Cherokee Code sets out the Tribe's laws for hunting, fishing, and for other topics involving wildlife and natural resources; and

WHEREAS, Tribal Council has passed resolutions limiting who can be a fishing guide on Cherokee waters, including Res. # 436 (2014) and Res. # 37 (2025); and

WHEREAS, these requirements have not been codified in the Cherokee Code, and doing so now is necessary and prudent; and

WHEREAS, in order to clarify the Cherokee Code to reflect these changes in how the Tribe regulates its natural resources, specifically fishing guides and recreational fishing, changes should be made to Cherokee Code Chapter 113.

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 Cherokee Code Chapter 113 is hereby amended as follows:

**Sec. 113-4. Licenses and permits.**

[No changes to the "Hunting license" or "Fishing permits" sections.]

Fishing guides

- (a) A "fishing guide" is defined as someone who provides knowledge, instruction, or assistance to an angler during a fishing trip for payment or other remuneration from or on behalf of the angler. This term does not include fishing instructors acting on behalf of Cherokee Central Schools or the Eastern Band of Cherokee Indians.
- (b) Fishing guides must have a valid fishing guide license issued by the Department.
- (c) Fishing guide licenses may only be issued to:
  - (1) An enrolled member of the Eastern Band of Cherokee Indians,
  - (2) A parent of an enrolled member of the Eastern Band of Cherokee Indians,
  - (3) A spouse of an enrolled member of the Eastern Band of Cherokee Indians, or
  - (4) An employee or independent contractor of a fishing guide company wholly owned by an enrolled member(s).

1 (d) A fishing permit is not a substitute for a fishing guide license. Fishing guide licenses are valid for  
2 a period of one year from issuance. The cost of a fishing guide license is \$500.00 per year.  
3

4 **Sec. 113-5. Prohibitions.**

5 [No changes to subsection (a).]  
6

7 (b) *Fishing ~~eriminal~~ offenses.*

- 8 (1) Seining of fish shall be unlawful.  
9 (2) Buying or selling of game fish shall be unlawful.  
10 (3) Giggling or spearing fish shall be unlawful.  
11 (4) Dynamiting or poisoning of fish shall be unlawful.  
12 (5) Destruction of fish in Tribal holding facilities shall be unlawful.  
13 (6) Fishing in closed waters/ponds posted "No Fishing" or "No Trespassing" shall be unlawful.  
14 (7) The destruction and/or damaging of Tribal holding facilities shall be unlawful.  
15 (8) Electro fishing shall be unlawful unless performed by the Tribe or through approved research.  
16 (9) Acting as a fishing guide without a valid fishing guide license issued by the Department.  
17

18 [No changes to subsection (c).]  
19

20 **Appendix A. Schedule of civil penalties.**

21 Violations of the provisions enumerated here shall subject the offender to a civil penalty upon the  
22 issuance of a citation for such violation as provided in this Section. The civil penalty, if not paid to the  
23 Cherokee Tribal Court prior to court date designated on the citation issued, may be recovered by the Tribe  
24 in a civil action in the nature of Tribal debt. Unless otherwise provided by a specific provision of this  
25 Code, such civil penalties shall be in the amount of \$100.00 for each violation, and each day any single  
26 violation continues shall be a separate violation. The following civil penalties are hereby established:  
27

Infractions §113-5(c)		
Number	Offense	Fine for Violation
1.	Exceeding creel limit (violation)	\$100.00
2.	Fishing without a permit	100.00
3.	Snagging of fish	100.00
4.	Grabbing of fish	100.00
5.	Chumming of fish	100.00
6.	Fishing with more than one line	100.00
7.	Setting of trotline	200.00
8.	Fishing in closed streams, ponds or waters	100.00
9.	Fishing before or after legal fishing hours	100.00
10.	Failure to keep individual's catch separate	50.00
11.	Failure to retain all trout caught, when fishing Tribally managed ponds	100.00
12.	Illegally caught trout	50.00
13.	And additional fine for each fish caught in violation of statutes	50.00
14.	Camping in unauthorized area	100.00
15.	Failure to report a bait site, per bait site	100.00
16.	Illegal cutting of wood or timber	75.00
17.	Hunting on Sunday	75.00
18.	Hunting or fishing without the proper license	100.00
19.	Failure to produce valid license and/or permit	25.00

20.	Failure to wear hunter orange while hunting	25.00
21.	Use or possession of illegal bait	100.00
22.	Use of improper equipment	100.00
23.	Running dogs out of season	100.00
24.	Failure to report to NREO	100.00
25.	Bribing or attempted bribery of a Natural Resource Enforcement Officer	100.00
26.	Removing and/or destroying tracking devices or identification collar from dogs	100.00
27.	Feeding, approaching, or harassing elk	100.00
28.	Feeding, approaching, or harassing bear (not including legal hunting or baiting)	100.00
29.	Feeding or harassing waterfowl	100.00
30.	Hunting without proper license/tag	1000.00
<u>31.</u>	<u>Acting as a fishing guide without a valid fishing guide license issued by the Department.</u>	<u>500.00</u>

1 BE IT FINALLY ORDAINED, that this ordinance shall become effective upon ratification by  
2 the Principal Chief.

3

4

5 *Submitted by Rep. Boyd Owle and Chairman Jim Owle, Birdtown Community*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -4992

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 13.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: \_\_\_\_\_

ORDINANCE NO.: \_\_\_\_\_ (2026)

*An ordinance to update the Tribe's fishing laws.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

WHEREAS, the Eastern Band of Cherokee Indians is duly authorized to establish and regulate its natural resources under its sovereign powers as a federally recognized Indian Tribe; and

WHEREAS, Chapter 113 of the Cherokee Code sets out the Tribe's laws for hunting, fishing, and for other topics involving wildlife and natural resources; and

WHEREAS, other amendments are also needed in Chapter 113 to reflect changes in the operation and terminology used by the Natural Resources Department; and

WHEREAS, in order to clarify the Cherokee Code to reflect these changes in how the Tribe regulates its natural resources, specifically fish and recreational fishing, the Natural Resources Department suggests the following amendments to Chapter 113.

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 update Tribal fishing laws and to make other changed needed to update the Tribe's laws on natural resources, Cherokee Code Chapter 113 is hereby amended as follows:

**Sec. 113-3. Trout hatchery.**

The Cherokee Trout Hatchery shall be managed and operated by the Department's Fisheries and Wildlife Management Program as a Tribal enterprise for the purpose of hatching and growing trout for use in stocking Cherokee Enterprise waters and streams. Income generated from the sale of fish shall be returned to the Tribal Fish Hatchery Budget for operational and restocking purposes.

**Sec. 113-4. Licenses and permits.**

*Fishing permits*

- (a) Opening day of the fishing season on catch and keep enterprise waters shall be the last Saturday in March and the season shall be closed to fishing by enrolled members and non-enrolled members two weeks prior to this date. The catch and release fishing area shall be open year round with no closed season.
- (b) All persons fishing within waters of Cherokee-Indian-trust Tribal lands must possess and have on their person while engaged in fishing, a valid Tribal fishing permit issued by the Fisheries and Wildlife Management Program. An EBCI enrolled member's enrollment card shall serve as his/her fishing permit.

1 (c) ~~Enrolled members of the Eastern Band of Cherokee Indians shall fish with an enrollment card from~~  
2 ~~the Eastern Band of Cherokee Indians. First descendants of EBCI enrolled members and non-~~  
3 ~~enrolled spouses of EBCI enrolled members may be issued a fishing permit after payment of a fee.~~

4 (d) Special permits:

5 (1) Special fishing permits are available for persons meeting specific criteria and shall only be  
6 issued through the Fisheries and Wildlife Management ~~Office-Program~~. These special permits  
7 will be issued by the ~~Natural Resource~~ Fisheries and Wildlife Manager and/or his designee  
8 upon verification and documentation of the enrolled member's Tribal enrollment card/number.

9 (2) Unity and Cherokee Children's Home residents and staff.

10 a. The Fish and Wildlife Program Manager shall issue special fishing permits to Unity and  
11 Cherokee Children's Home residents and staff when they are on a program sponsored  
12 outing.

13 b. Neither the residents nor the staff shall be required to purchase a Tribal fishing permit.

14 c. Once the resident leaves or the staff individual is no longer employed with their  
15 respective facility then those individual must purchase a Tribal fishing permit.

16  
17 **Sec. 113-5. Prohibitions.**

18 [No changes to subsection (a).]

19 (b) *Fishing ~~criminal~~ offenses.*

20 (1) Seining of fish shall be unlawful.

21 (2) Buying or selling of game fish shall be unlawful.

22 (3) Gigging or spearing fish shall be unlawful.

23 (4) Dynamiting or poisoning of fish shall be unlawful.

24 (5) ~~Destruction of fish in Tribal holding facilities shall be unlawful. Using non-native bait~~  
25 ~~determined by the Department to be invasive shall be unlawful.~~

26 (6) Fishing in closed waters/ponds posted "No Fishing" or "No Trespassing" shall be unlawful.

27 (7) The destruction and/or damaging of Tribal holding facilities shall be unlawful.

28 (8) Electro fishing shall be unlawful unless performed by the Tribe or through approved research.

29 (c) *Infractions.*

30 (1) It shall be unlawful to exceed the fishing creel limit of ~~ten~~ seven fish per day, per permit holder  
31 (includes catch of children under a supervising adult's permit).

32  
33 **Sec. 113-6. Catch and release fishing area.**

34 (a) *General guidelines.*

35 (1) Non-enrolled fishermen, or non-special permit recipients must possess a valid Cherokee Indian  
36 Reservation Enterprise Waters Fishing Permit and the additional Special Use Permit associated  
37 with Trophy Trout Catch and Release Waters.

38 (2) Open to fishing year-round (no closed season).

39 (3) Fishing hours - ~~One hour~~ Thirty minutes before sunrise to ~~one hour~~ thirty minutes after sunset.

40 (4) No trout may be killed or had in possession.

41 (5) Fishing may be done with artificial flies and streamers constructed of natural or synthetic  
42 materials, so long as all flies are constructed in a normal fashion on a single, barbless hook  
43 with components wound on or about the hook. Anything other than these items is prohibited.

44 (6) Fishing with multiple flies attached to a single line (droppers) is permitted.

45 (7) Fishing must be done with tackle limited to fly rods, fly reels, and fly line with a maximum of  
46 18 feet in leader material or monofilament line attached.

47 (8) The use or possession of any natural bait, fish bait, bait paste and similar substances, fish eggs  
48 (natural or molded), or any other edible substance is prohibited.

49 (9) ~~Taking~~Using bait fish or natural fish-bait is prohibited.

50 (b) A Catch and Release special use permit is required for all non-enrolled persons and non-special  
51 permit recipients over 12 years of age.

[No amendments from C.C. 113-7 to C.C. 113-26.]

**Appendix A. Schedule of civil penalties.**

Violations of the provisions enumerated here shall subject the offender to a civil penalty upon the issuance of a citation for such violation as provided in this Section. The civil penalty, if not paid to the Cherokee Tribal Court prior to court date designated on the citation issued, may be recovered by the Tribe in a civil action in the nature of Tribal debt. Unless otherwise provided by a specific provision of this Code, such civil penalties shall be in the amount of \$100.00 for each violation, and each day any single violation continues shall be a separate violation. The following civil penalties are hereby established:

Infractions §113-5(c)		
Number	Offense	Fine for Violation
1.	Exceeding creel limit ( <del>violation</del> per fish over limit)	\$100.00
2.	Fishing without a permit	100.00
3.	Snagging of fish	100.00
4.	Grabbing of fish	100.00
5.	Chumming of fish	100.00
6.	Fishing with more than one line	100.00
7.	Setting of trotline	200.00
8.	Fishing in closed streams, ponds or waters	100.00
9.	Fishing before or after legal fishing hours	100.00
10.	Failure to keep individual's catch separate	50.00
11.	Failure to retain all trout caught, when fishing Tribally managed ponds	100.00
12.	Illegally caught trout	50.00
13.	And additional fine for each fish caught in violation of statutes	50.00
14.	Camping in unauthorized area	100.00
15.	Failure to report a bait site, per bait site	100.00
16.	Illegal cutting of wood or timber	75.00
17.	Hunting on Sunday	75.00
18.	Fishing without the proper license	100.00
19.	Failure to produce valid license and/or permit	25.00
20.	Failure to wear hunter orange while hunting	25.00
21.	Use or possession of illegal bait	100.00
22.	Use of improper equipment	100.00
23.	Running dogs out of season	100.00
24.	Failure to report to NREO	100.00
25.	Bribing or attempted bribery of a Natural Resource Enforcement Officer	100.00
26.	Removing and/or destroying tracking devices or identification collar from dogs	100.00
27.	Feeding, approaching, or harassing elk	100.00
28.	Feeding, approaching, or harassing bear (not including legal hunting or baiting)	100.00
29.	Feeding or harassing waterfowl	100.00
30.	Hunting without proper license/tag	1000.00

1  
2 BE IT FINALLY ORDAINED, that this ordinance shall become effective upon ratification by the  
3 Principal Chief.

4

5

6 *Submitted by Michael LaVoie, on behalf of the Natural Resources Department.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -4993

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 14.)



Cherokee Council House  
Cherokee, North Carolina  
Date \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_ (2026)

WHEREAS, the Charter and Governing Documents of the Eastern Band of Cherokee Indians contains clear language in Section 24 requiring the Tribe to compensate members of the Tribe if the Tribe takes or condemns a Tribal members possessory holding; and,

WHEREAS, the Tribal Council codified Section 24 of the Charter and Governing Documents in Chapter 40 of the Cherokee Tribal Code in 1991; and,

WHEREAS, Chapter 40 codification restricted the method by which a member of the Tribe could require or take action to secure compensation for the Tribe taking or interfering with the Tribal members possessory holding; and,

WHEREAS, Chapter 40 as currently written, limits or otherwise prevents the Cherokee Tribal Court from carrying out the intent of Section 24 of the Charter and Governing Documents of the Tribe; and,

WHEREAS, Chapter 40 needs to be amended to resolve the issues currently preventing Tribal members from requiring the Tribe to compensate them for land taken by condemnation by the Tribe or inverse condemnation by actions of the Tribe.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in annual council assembled where a quorum is present that Chapter 40 of the Cherokee Tribal Code is hereby amended as set out in exhibit A

Submitted by Robert Osley Saunooke

## Chapter 40 EMINENT DOMAIN<sup>1</sup>

### Sec. 40-1. Condemnation of land for public purpose.

The Tribe shall have the power to condemn land within the Cherokee Indian Reservation whenever such land is deemed by the Tribal Council to be necessary for a public purpose. The exercise of eminent domain shall be initiated by the Tribal Council passing a resolution identifying the land to be taken for a public purpose, the possessory holder and leasehold tenants and the purpose for which the land will be used.

Eminent domain shall also include inverse condemnation of a possessory holding that may have occurred by any action of the Tribe that restricts, hinders, or otherwise interferes with a possessory holders access to or use of a possessory holding.

### Sec. 40-2. Compensation of land holder.

The possessory holder or leasehold tenant shall be compensated for such condemnation, including inverse condemnation, by payment of the value of the improvements or betterments placed on the land.

### Sec. 40-3. Determination of land value.

If the possessory holder or leasehold tenant does not agree with the Tribe on the value of the improvements or betterments, the Tribe, or possessory holder, shall file suit in the Cherokee Court. If the Tribe brings the suit the Tribe shall deposit with the Clerk a sum equal to the Tribe's appraised value of the improvements or betterments. The actual value of the possessory holding shall be determined by a jury of six Tribal members with said value to include the appraised value of all improvements as well as the present value of the unimproved possessory holding.

The Tribe hereby clearly and unequivocally waives sovereign immunity for any claims brought under this section for inverse condemnation or condemnation brought by the Tribe or a possessory holder of lands within the boundary of the Eastern Band of Cherokee Indians.

### Sec. 40-4. Construction while suit is pending.

The Tribe may proceed with construction of the public purpose while the suit is pending but not without having first obtained the agreement of the possessory holder or leasehold tenant or having filed suit and deposited an amount equal to the appraised value of improvements or betterments.

(Charter, § 24; Ord. No. 19, 11-7-1991)

---

<sup>1</sup>Cross reference(s)—Real property, ch. 47; roads and highways, ch. 136A.

## Amendments to Chapter 1 of the Cherokee Tribal Code

Chapter 1 of the Cherokee Tribal Code was written to permit individuals that have been harmed by the intentional or negligent actions of the Tribe, its agents and employees. Since first adopted, no question of a waiver of sovereign immunity has ever been at issue. Quite simply, if the Tribe had and maintained an insurance policy to cover the actions complained of by any person against the Tribe, the court and the policy acted as a waiver for the limits of the insurance policy.

In 2024 the Cherokee Supreme Court held that although the language of Chapter 1-2(g) indicated that the Tribe had waived sovereign immunity for any claims covered by an insurance policy, that was not a sufficient waiver and that the policy maintained by the Tribe needed to include specific language of the waiver. In the history of insurance coverage there has never been such language present in any insurance policy.

The effect of the Supreme Court's order has been to nullify any and all claims brought to the Tribe even though the Tribe has paid for and maintained insurance coverage for the claim. This is particularly troubling for employees of the Tribe who are injured on the job or who are hurt working for the Tribe. In practice, the current insurer of the Tribe for work related injuries can and has refused to provide coverage for Tribal employees. The end result is that an employee cannot bring any legal action to recover for those injuries due to the Supreme Court's ruling.

The Tribe continues to pay for and maintain insurance coverage that is of no effect. The Supreme Court's ruling can be used to clarify coverage by amending the language in Chapter 1 to clearly and unequivocally waive sovereign immunity solely for claims for which the Tribe maintains insurance, up to the limits of said policy.

TABLED

Cherokee Council House  
Cherokee, North Carolina  
Date FEB 05 2026

ORDINANCE NO. 110 (2026)

WHEREAS, the Charter and Governing Documents of the Eastern Band of Cherokee Indians contains clear language in Section 24 requiring the Tribe to compensate members of the Tribe if the Tribe takes or condemns a Tribal members possessory holding; and,

WHEREAS, the Tribal Council codified Section 24 of the Charter and Governing Documents in Chapter 40 of the Cherokee Tribal Code in 1991; and,

WHEREAS, Chapter 40 codification restricted the method by which a member of the Tribe could require or take action to secure compensation for the Tribe taking or interfering with the Tribal members possessory holding; and,

WHEREAS, Chapter 40 as currently written, limits or otherwise prevents the Cherokee Tribal Court from carrying out the intent of Section 24 of the Charter and Governing Documents of the Tribe; and,

WHEREAS, Chapter 40 needs to be amended to resolve the issues currently preventing Tribal members from requiring the Tribe to compensate them for land taken by condemnation by the Tribe or inverse condemnation by actions of the Tribe.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in annual council assembled where a quorum is present that Chapter 40 of the Cherokee Tribal Code is hereby amended as set out in exhibit A

Submitted by Robert Osley Saunooke

## Chapter 40 EMINENT DOMAIN<sup>1</sup>

### Sec. 40-1. Condemnation of land for public purpose.

The Tribe shall have the power to condemn land within the Cherokee Indian Reservation whenever such land is deemed by the Tribal Council to be necessary for a public purpose. The exercise of eminent domain shall be initiated by the Tribal Council passing a resolution identifying the land to be taken for a public purpose, the possessory holder and leasehold tenants and the purpose for which the land will be used.

Eminent domain shall also include inverse condemnation of a possessory holding that may have occurred by any action of the Tribe that restricts, hinders, or otherwise interferes with a possessory holders access to or use of a possessory holding.

### Sec. 40-2. Compensation of land holder.

The possessory holder or leasehold tenant shall be compensated for such condemnation, including inverse condemnation, by payment of the value of the improvements or betterments placed on the land.

### Sec. 40-3. Determination of land value.

If the possessory holder or leasehold tenant does not agree with the Tribe on the value of the improvements or betterments, the Tribe, or possessory holder, shall file suit in the Cherokee Court. If the Tribe brings the suit the Tribe shall deposit with the Clerk a sum equal to the Tribe's appraised value of the improvements or betterments. The actual value of the possessory holding shall be determined by a jury of six Tribal members with said value to include the appraised value of all improvements as well as the present value of the unimproved possessory holding.

The Tribe hereby clearly and unequivocally waives sovereign immunity for any claims brought under this section for inverse condemnation or condemnation brought by the Tribe or a possessory holder of lands within the boundary of the Eastern Band of Cherokee Indians.

### Sec. 40-4. Construction while suit is pending.

The Tribe may proceed with construction of the public purpose while the suit is pending but not without having first obtained the agreement of the possessory holder or leasehold tenant or having filed suit and deposited an amount equal to the appraised value of improvements or betterments.

(Charter, § 24; Ord. No. 19, 11-7-1991)

---

<sup>1</sup>Cross reference(s)—Real property, ch. 47; roads and highways, ch. 136A.

## Amendments to Chapter 1 of the Cherokee Tribal Code

Chapter 1 of the Cherokee Tribal Code was written to permit individuals that have been harmed by the intentional or negligent actions of the Tribe, its agents and employees. Since first adopted, no question of a waiver of sovereign immunity has ever been at issue. Quite simply, if the Tribe had and maintained an insurance policy to cover the actions complained of by any person against the Tribe, the court and the policy acted as a waiver for the limits of the insurance policy.

In 2024 the Cherokee Supreme Court held that although the language of Chapter 1-2(g) indicated that the Tribe had waived sovereign immunity for any claims covered by an insurance policy, that was not a sufficient waiver and that the policy maintained by the Tribe needed to include specific language of the waiver. In the history of insurance coverage there has never been such language present in any insurance policy.

The effect of the Supreme Court's order has been to nullify any and all claims brought to the Tribe even though the Tribe has paid for and maintained insurance coverage for the claim. This is particularly troubling for employees of the Tribe who are injured on the job or who are hurt working for the Tribe. In practice, the current insurer of the Tribe for work related injuries can and has refused to provide coverage for Tribal employees. The end result is that an employee cannot bring any legal action to recover for those injuries due to the Supreme Court's ruling.

The Tribe continues to pay for and maintain insurance coverage that is of no effect. The Supreme Court's ruling can be used to clarify coverage by amending the language in Chapter 1 to clearly and unequivocally waive sovereign immunity solely for claims for which the Tribe maintains insurance, up to the limits of said policy.



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5013

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 15.)

Ab

Cherokee Council House  
Cherokee, North Carolina  
Date \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_(2026)

WHEREAS, the Tribal Council adopted Section 1-2(g) intending to create a process for claims against the Tribe arising out of negligence, tort, intentional harm to others and related claims where the Tribe maintained insurance coverage that would permit legal action against the Tribe up to the amount of any insurance coverage for these types of claims; and,

WHEREAS the Cherokee Supreme Court in August 2024 issued an opinion in the case Campos v. Eastern Band of Cherokee Indians, CSC 19-06 that invalidated the intent behind Section 1-2(g) and created a gap in the ability for members of the Tribe and other victims injured by the negligent or intentional bad actions of the Tribe and preventing any legal action against the Tribe, including actions where the Tribe maintained insurance coverage; and,

WHEREAS, the Tribal Council has the power and authority to amend the laws of the Tribe to provide a means for recovering damages for the negligent actions of the Tribe, its agents and employees; and,

WHEREAS, since the Supreme Court decision in Campos, the Tribe has continued to maintain and pay for insurance policies to cover negligent actions of the Tribe, its agents and employees, even though said policies are now invalidated by the Supreme Court decision; and,

WHEREAS, the Tribe has continually maintained and promoted the responsibility for covering damages arising from the negligent and bad actions of the Tribe, its agents, and employees and there is now no mechanism in place that would protect innocent victims of negligent or bad actions of the Tribe.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in annual council assembled where a quorum is present that Chapter 1 of the Cherokee Tribal Code is hereby amended as set out in exhibit A to reflect the intent of the Tribe to clearly and unequivocally waive sovereign immunity for any tortious or negligent actions caused by the Tribe, its agents or employees.

Submitted by Robert Osley Saunooke

---

## Chapter 1 CIVIL PROCEDURE<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 1-1. Reserved.

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of the court and derived from the Code of 1992.

#### Sec. 1-2. Civil jurisdiction.

- (a) The Cherokee Court shall have jurisdiction over all persons, businesses, corporations or other legal entities in civil suits which arise on the Cherokee Indian Reservation or outside the exterior boundaries of the Reservation and included within the jurisdiction of the Tribe pursuant to federal or tribal law, including any person, corporation, businesses or other legal entities who personally or through their agents commit any act that threatens or has a direct or indirect affect on the political integrity, economic security, or the health or welfare of the Tribe and/or its members.
- (b) The Cherokee Court shall exercise jurisdiction over the domestic relations of all members of the Tribe, wherever located, whether residing outside of or individuals residing on Cherokee trust lands. Jurisdiction shall be exercised for cases including but not limited to child protection and child welfare, divorce, separation, child custody, support, alimony, adoption, guardianship, and paternity.
- (c) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over tortious conduct of all persons where the conduct occurs on Indian trust land or occurs outside of the Reservation boundary and has a direct or indirect affect on the political integrity, economic security, or the health or welfare of the Tribe and/or its members.
- (d) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over disputes involving any contract that is negotiated or executed on Indian trust land, or involves any interest in Cherokee trust lands and contractual right of the Tribe.
- (e) The Cherokee Court of Indian Offenses or any successor Court shall exercise jurisdiction over all persons, firms, corporations, partnerships or other legal business entities which conduct business on Cherokee trust lands. Such jurisdiction shall be limited to transactions involving or affecting individual Indians, Indian owned businesses, Tribal laws and policy or Indian property.
- (f) The enforcement of all eviction and foreclosure proceedings shall be in the Cherokee Court. The Cherokee Court shall have jurisdiction over all leasehold foreclosures of deeds of trust or mortgages on Cherokee trust lands. Valid deeds of trust or mortgages approved by the Tribe and Bureau of Indian Affairs shall constitute enforceable first liens against such leaseholds.

---

<sup>1</sup>Cross reference(s)—Exclusion powers of Tribe, ch. 2; juvenile code, ch. 7A; criminal procedure, ch. 15; limitations, ch. 22; judgement collection, ch. 25; arbitration ordinance, ch. 94; emergency commitment, ch. 108B; child support enforcement, ch. 110.

- 
- (g) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over actions against the Eastern Band of Cherokee Indians seeking the following relief:
- (1) An injunction, writ of mandamus or a declaratory judgment concerning individual rights guaranteed by the Indian Civil Rights Act;
  - (2) Damages for condemnation by the Tribe **including inverse condemnation**;
  - (3) Damages **against the Tribe arising out of any** ~~for~~ tort claims where the Tribe maintains insurance coverage for such claims, with recovery not to exceed the amount of liability coverage maintained by the Tribe. **Evidence of the Tribe maintaining insurance coverage for any claims covered by any insurance policy maintained by the Tribe shall be considered a clear and unequivocal waiver of the Tribes sovereign immunity regardless of whether the contract or policy for insurance references any such waiver.**
- (h) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall retain personal jurisdiction over persons or entities resident on Cherokee trust lands for a period of six months after such persons or entities move from Cherokee trust lands.
- (i) None of the foregoing language is intended to grant a waiver of sovereign immunity against the Eastern Band of Cherokee Indians so that a temporary restraining order or preliminary injunction may be entered against the Eastern Band of Cherokee Indians or any agent or official acting in their official capacity, ex parte or otherwise, unless said action is instituted by the Eastern Band of Cherokee Indians against said agent or employee or official.

(Ord. No. 168, 6-2-1994; Ord. No. 328, 1-13-1986; Res. No. 336, 1-3-1991; Ord. No. 369, 10-17-1996; Ord. No. 556, 4-24-1997; Ord. No. 524, 7-17-2015)

### **Sec. 1-3. Reserved.**

Editor's note(s)—Ord. No. 524, ratified July 17, 2015, repealed § 1-3 effective October 1, 2015. Former § 1-3 pertained to jurisdiction regarding juveniles, and derived from Res. No. 160, ratified June 17, 1980; and Ord. No. 818, ratified May 19, 2003.

### **Sec. 1-4. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of civil procedure and derived from the Code of 1992.

### **Sec. 1-5. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of evidence and derived from the Code of 1992.

### **Sec. 1-6. Imprisonment for debt.**

The Cherokee Court shall imprison no person for debt, except in cases of fraud. Application of this section shall not be inconsistent with the application and interpretation of Article I, Section 28 of the Constitution of North Carolina.

(Res. No. 176, 5-10-1984)

## **ARTICLE II. STRUCTURE OF COURT**

### **Sec. 1-7. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to divisions of court and derived from the Code of 1992.

### **Sec. 1-8. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to the responsibilities of magistrate or judge and derived from the Code of 1992.

### **Sec. 1-9. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to appeals and derived from the Code of 1992.

### **Sec. 1-10. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to decisions of the appellate division and derived from the Code of 1992.

### **Sec. 1-11. Small claims actions.**

- (a) For purposes of this section, a small claims action includes any lawsuit:
  - (1) Seeking money damages in which the amount claimed does not exceed \$5,000.00, excluding interest and costs;
  - (2) Seeking a domestic violence protective order under Chapter 50B, or other relief in a family law matter provided any amount claimed does not exceed \$5,000.00, excluding interest and costs;
  - (3) Seeking eviction from a residential dwelling regardless of the amount in controversy;
  - (4) Seeking repossession under section 25-9 regardless of the amount in controversy; or
  - (5) Actions in forfeiture commenced by the Tribe under section 14-100 et seq., regardless of the amount in controversy.
- (b) The Cherokee Court shall prepare or adopt standard forms which may be used by the parties in small claims actions.
- (c) All plaintiffs shall pay court costs at the time of filing a small claim complaint. Any judge shall have authority to permit a pauper's affidavit to be accepted in lieu of court costs. Court costs shall be waived for Actions in Forfeiture filed by the Tribe.
- (d) Defendants may file a written answer, including counterclaims if any, and shall serve a copy with the clerk and the plaintiff no later than the date and time set for trial. If written answer is not filed, the allegations of the complaint shall be deemed denied.

- 
- (e) All parties making claims or counterclaims must prove such claims or counterclaims by the greater weight of the evidence.
  - (f) Appeals from a small claims judgment shall be filed with the Cherokee Supreme Court.
  - (g) Notwithstanding any other provision of law, in a small claims action:
    - (1) Individuals shall have the right, as they do in every case, to represent themselves. Businesses, agencies, and other organizational entities shall be permitted to have an owner, officer, or employee, but not an independent contractor, present their claims or defenses in court without legal counsel.
    - (2) Any party may be represented in court by an advocate who is a law school graduate or paralegal, provided that the advocate is employed by an indigent legal services program, a licensed attorney assumes responsibility for the advocate's work, and no fee is charged by the attorney or advocate for the representation.
    - (3) Nothing in this section shall be construed to grant any party the right to be represented by court-appointed counsel in a small claims action or any other civil action.
  - (h) No person shall have a right to a jury trial in a small claims action filed pursuant to this section.
  - (i) Application will not be retroactive, therefore, will not apply to cases filed after August 20, 2007.
- (Res. No. 176, 5-10-1984; Ord. No. 371, 8-9-2000; Ord. No. 841, 8-20-2007)

### **ARTICLE III. APPELLATE PROCEEDINGS**

#### **Sec. 1-12. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to the jurisdiction of the appellate division and derived from Res. No. 176, adopted May 1, 1984.

#### **Sec. 1-13. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to procedures on appeal and derived from the Code of 1992.

#### **Sec. 1-14. Judgment against surety.**

Any surety to a bond submits himself or herself to the jurisdiction of the Court of Indian Offenses and irrevocably appoints the Clerk of Court as his or her agent upon whom any paper affecting his or her liability on the bond may be served.

#### **Sec. 1-15. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to certification of a record on appeal and derived from the Code of 1992.

#### **Sec. 1-16. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to briefs and memoranda and derived from the Code of 1992.

---

**Sec. 1-17. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to oral argument and derived from the Code of 1992.

**Sec. 1-18. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of court and derived from the Code of 1992.

**ARTICLE IV. PARTICULAR PROCEEDINGS**

**Sec. 1-19. Comparative negligence.**

- (a) In all actions hereunder brought in the Cherokee Court for personal injuries, wrongful death, or for injury to property, the fact that the person injured, or the owner of the property, or person having control over the property, may not have exercised due care shall not bar a recovery, but damages shall be diminished by the finder of fact in proportion to the percentage of negligence attributable to the person injured, or the owner of the property or the person having control over the property.
- (b) In determining the percentage of fault, the trier of fact shall consider both the nature of the conduct of each party at fault and the extent of the causal relation between the conduct and the damages claimed.
- (c) A claim and counterclaim shall be set off and only the difference between them is recoverable through a judgment.
- (d) The negligence of one spouse shall not be imputed to the other spouse of the marriage so as to bar recovery in an action by the other spouse to the marriage, or his or her legal representative, to recover damages from a third party caused by negligence resulting in death or in injury to the person.
- (e) This act shall become effective January 1, 1983, and shall apply to claims for relief arising on and after that date.

(Res. No. 10, 10-19-1982)

**Sec. 1-20. Criminal contempt.**

- (a) Criminal contempt shall include any of the following:
  - (1) Willful behavior committed during the sitting of a court and directly tending to interrupt its proceedings.
  - (2) Willful behavior committed during the sitting of a court in its immediate view and presence and directly tending to impair the respect due its authority.
  - (3) Willful disobedience of, resistance to, or interference with a court's lawful process, order, directive, or instruction or its execution.
  - (4) Willful refusal to be sworn or affirmed as a witness, or, when so sworn or affirmed, willful refusal to answer any legal and proper question when the refusal is not legally justified.
  - (5) Willful publication of a report of the proceedings in a court that is grossly inaccurate and presents a clear and present danger of imminent and serious threat to the administration of justice, made with

---

knowledge that it was false or with reckless disregard of whether it was false. No person, however, may be punished for publishing a truthful report of proceedings in a court.

- (6) Willful or grossly negligent failure by an officer of the court to perform his duties in an official transaction.
  - (7) Willful or grossly negligent failure to comply with schedules and practices of the court resulting in substantial interference with the business of the court.
  - (8) Willful refusal to testify or produce other information upon the order of a judge when such person has been granted immunity from criminal prosecution.
  - (9) Willful communication with a juror in an improper attempt to influence his deliberations.
- (b) No person may be held in contempt on the basis of the content of any broadcast, publication or other communication unless it presents a clear and present danger of an imminent and serious threat to the administration of criminal justice.

(Ord. No. 514, 6-18-85)

### **Sec. 1-21. Punishment for criminal contempt.**

- (a) A person who commits criminal contempt, whether direct or indirect, is subject to imprisonment up to 30 days, fine not to exceed \$500.00, or both.
- (b) Except for contempt under section 1-20(a)(5) or 1-20(a)(9), fine or imprisonment may not be imposed for criminal contempt, whether direct or indirect, unless:
  - (1) The act or omission was willfully contemptuous; or
  - (2) The act or omission was preceded by a clear warning by the court that the conduct is improper.
- (c) The judicial official who finds a person in contempt may at any time withdraw, terminate or reduce a sentence of imprisonment, or remit or reduce a fine imposed as punishment for contempt, if warranted by the conduct of the contempt or by the ends of justice.
- (d) A person held in criminal contempt may nevertheless be found in civil contempt for the same conduct. If a person is found in both civil contempt and criminal contempt for the same conduct, the total period of imprisonment is limited as provided in section 1-27(c).

(Ord. No. 514, 6-18-85)

### **Sec. 1-22. Direct and indirect criminal contempt.**

- (a) Criminal contempt is direct criminal contempt when the act:
  - (1) Is committed within the sight or hearing of a presiding judicial official; and
  - (2) Is committed in, or in the immediate proximity to, the room where proceedings are being held before the court; and
  - (3) Is likely to interrupt or interfere with matters then before the court.

The presiding judicial official may punish summarily for direct criminal contempt or may defer adjudication and sentencing. If proceedings for direct criminal contempt are deferred, the judicial official must, immediately following the conduct, inform the person of his intentions to institute contempt proceedings.

- 
- (b) Any criminal contempt other than direct criminal contempt is indirect criminal contempt and is punishable only after proceedings in accordance with the procedure outlined in section 1-24.

(Ord. No. 514, 6-18-85)

**Sec. 1-23. Summary proceedings for contempt.**

- (a) The presiding judicial official may summarily impose measures in response to direct criminal contempt when necessary to restore order or to maintain the dignity and authority of the court and when the measures are imposed substantially contemporaneously with the contempt.
- (b) Before imposing measures under this section, the judicial official must give the person charged with contempt summary notice of the charges and a summary opportunity to respond and must find facts supporting the summary imposition of measures in response to contempt. The facts must be established beyond a reasonable doubt.

(Ord. No. 514, 6-18-85)

**Sec. 1-24. Plenary proceedings for contempt.**

- (a) When a judicial official chooses not to proceed summarily against a person charged with direct criminal contempt or when he may not proceed summarily, he may proceed by an order directing the person to appear before a judge at a reasonable time specified in the order and show cause why he should not be held in contempt of court. A copy of the order must be furnished to the person charged. If criminal contempt is based upon acts before a judge which so involve him that his objectivity may reasonably be questioned, the order must be returned before a different judge.
- (b) The person ordered to show cause may move to dismiss the order.
- (c) The judge is the trier of facts at the show cause hearing.
- (d) The person charged with contempt may not be compelled to be a witness against himself or herself in the hearing.
- (e) At the conclusion of the hearing, the judge must enter a finding of guilty or not guilty. If a person is found to be in contempt, the judge must make findings of fact and enter judgment. The facts must be established beyond a reasonable doubt.
- (f) The judge presiding over the hearing may appoint a prosecutor or, in the event of an apparent conflict of interest, some other member of the bar to represent the court in hearings for criminal contempt.

(Ord. No. 514, 6-18-85)

**Sec. 1-25. Custody.**

- (a) A judicial official may orally order that a person he is charging with direct criminal contempt be taken into custody and restrained to the extent necessary to assure his presence for summary proceedings or notice of plenary proceedings.
- (b) If a judicial official who initiates plenary proceedings for contempt finds, based on sworn statement or affidavit, probable cause to believe the person ordered to appear will not appear in response to the order, he may issue an order for arrest of the person. A person arrested under this subsection is entitled to release under bail.

- 
- (b) The person ordered to show cause may move to dismiss the order.
  - (c) The judicial official is the trier of facts at the show cause hearing.
  - (d) At the conclusion of the hearing, the judicial official must enter a finding for or against the alleged contemptor. If civil contempt is found, the judicial official must enter an order finding the facts constituting contempt and specifying the action which the contemptor must take to purge himself of the contempt.
  - (e) A person with an interest in enforcing the order may present the case for a finding of civil contempt for failure to comply with an order.
  - (f) A judge conducting a hearing to determine if a person is in civil contempt may at the hearing, upon making the required findings, find the person in criminal contempt for the same conduct, regardless of whether imprisonment for civil contempt is proper in the case.

(Ord. No. 514, 6-18-85)

### **Sec. 1-30. Appeals.**

A person found in civil contempt may appeal in the manner provided for in appeals in civil actions.

Ord. No. 514, 6-18-1985)

### **Sec. 1-31. Jury list.**

- (a) Jury composition. In each odd year, the Cherokee Court shall prepare a current list of eligible jurors to be comprised of all members of the community of the Eastern Band of Cherokee Indians.
- (b) Eligible jurors shall be 18 years of age or older, shall not have served as jurors during the preceding year, shall be physically and mentally competent, shall be able to understand the English language, and shall not have been convicted of a felony (unless their citizenship has been restored pursuant to applicable law). Notwithstanding any other law of the Eastern Band of Cherokee Indians, or any of the tribe's agencies, eligible jurors shall be chosen from all individuals residing within the boundaries of the Eastern Band of Cherokee Indians trust lands regardless of race or tribal citizenship or tribal affiliation and not excluding any distinctive group in the community, including non-Indians.
- (c) Any eligible juror summoned for jury service who is 65 years of age or older shall not be compelled to serve but may serve at his or her choice.
- (d) Any person summoned for jury duty who fails to report as required may be held in contempt of court and sentenced to up to 30 days, fined up to \$500.00 or any combination of these penalties.
- (e) Jury size. A jury consists of six persons, unless this section provides otherwise.
  - (1) *Stipulation for a smaller jury.* At any time before the verdict, the parties may, with the approval of the court stipulate that:
    - (A) The jury may consist of fewer than six persons; or
    - (B) A jury of fewer than six persons may return a verdict if the Court finds it necessary to excuse a juror for good cause after the trial begins.
  - (2) *Court order for a jury of five.* After the jury has retired to deliberate, the Court may permit a jury of five persons to return a verdict, even without a stipulation by the parties, if the Court finds good cause to excuse a juror.
- (f) Trial jurors.

- 
- (1) *Examinations.* The Court may examine prospective jurors and may permit the parties to do so.
  - (2) *Peremptory challenges.* Each side is entitled to three peremptory challenges. The Court may, in its discretion, allow additional peremptory challenges.
  - (3) *Alternate jurors.* The Court may empanel up to two alternate jurors to replace any jurors who are either unable to perform or disqualified from performing their duties.
    - (A) *Procedure.* Alternate jurors are selected in the same manner as other jurors. The prosecution and defense are allotted one additional peremptory challenge each for use in selecting alternate jurors.
    - (B) *Replacement.* Alternate jurors replace jurors in the order in which the alternate jurors were selected. Alternate jurors have the same powers and responsibilities as other jurors.

(g) *Judges.* Any Cherokee Court Judge may complete a jury trial if:

- (1) The Judge before whom the trial began cannot complete the trial because of death, sickness, other disability or because the Judge is unavailable; and
- (2) The Judge completing the trial certifies that he or she is familiar with the record.

After a verdict or finding of guilt, any Cherokee Court Judge may complete the Court's duties, including issuing judgment, if the Judge who presided over the trial cannot perform those duties because of absence, death, sickness, and other disability or because the Judge is unavailable. Alternatively, the successor Judge may order a new trial.

- (h) *Taking testimony.* In every trial, the testimony of the witnesses must be taken in open Court, unless otherwise ordered by a Judge.
- (i) *Mistrial.* Before declaring a mistrial, the Court must give each party an opportunity to comment on the propriety of such a declaration, to state whether the party consents or objects and allow each party to suggest alternatives.

(Res. No. 122, 5-1-1980; Ord. No. 971, 10-13-2005; Ord. No. 110, 4-6-2008; Ord. No. 526, 6-8-2015)

### **Sec. 1-32. Reserved.**

Ord. No. 302, adopted Dec. 9, 2020, repealed former § 1-32 in its entirety which pertained to involuntary commitment and derived from Res. No. 106, 11-19-1981; Ord. No. 655, 9-8-1999; Ord. No. 72, 1-13-2000.

### **Sec. 1-33. Limitations on authority of Cherokee Court.**

The Cherokee Court of Indian Offenses or any successor Cherokee Court, shall not have authority, in deciding any case within its lawful jurisdiction, to:

- (a) Grant, approve or assign a possessory interest in any Cherokee trust lands to any person; or
- (b) Grant, approve or assign a life estate in any Cherokee trust land or any improvements located thereon, to a nonmember of the Eastern Band of Cherokee Indians; or
- (c) Grant, approve or assign a writ of possession in any Cherokee trust lands or any improvements thereon, to a nonmember of the Eastern Band of Cherokee Indians unless such property shall be used as a residence for children of enrolled members.
  - (1) Such writ of possession shall not extend beyond the 18th birthday of the youngest child of an enrolled member actually residing in a home located on such lands; but

- 
- (2) Such writ of possession may extend beyond the 18th birthday of a child of an enrolled member actually residing in such house if said child is not physically or mentally capable of caring for himself or herself upon reaching the age of 18.
  - (d) A writ of possession entered by the Cherokee Court shall automatically expire on the date the youngest member of an enrolled member living in the home located on trust lands reaches the age of 18 years. A writ of possession may be extended beyond such date only if a petition is filed with the Cherokee Court showing the minor child of an enrolled member then living in such house is physically or mentally incapable of caring for themselves.

(Ord. No. 66, 12-5-1991)

## **ARTICLE V. LONG ARM LAW**

### **Sec. 1-34. Subject matter jurisdiction.**

The Cherokee Court having jurisdiction of the subject matter may exercise jurisdiction in rem or quasi in rem on the grounds stated in this section. Jurisdiction in rem or quasi in rem may be involved in any of the following cases:

- (a) When the subject of the action is real or personal property located on Cherokee Indian trust lands and the defendant has or claims any lien or interest therein, or the relief demanded consists wholly or partially in excluding the defendant from any interest or lien therein. This subsection shall apply whether any such defendant is known or unknown.
- (b) When the action is to foreclose, redeem from or satisfy a leasehold deed of trust, mortgage or lien upon real or personal property located on Cherokee trust lands.
- (c) When the action is for a divorce or annulment of marriage of an enrolled member or a spouse of an enrolled member, either of whom is a resident of Cherokee trust lands at the date of separation and both spouses resided on Cherokee trust lands prior to separation.
- (d) In any other action in which in rem or quasi in rem jurisdiction may be lawfully exercised under Tribal law or federal law applicable to Federal Indian Tribes. Such jurisdiction shall not be exercised over any subject matter which would be inconsistent with federal prohibition against alienation (25 U.S.C. 177) or any other federal law restricting the use or conveyance of Indian lands, property or legal rights.

(Ord. No. 285, 11-5-1992)

### **Sec. 1-35. Service; interlocutory orders.**

The Cherokee Court, in exercising jurisdiction in rem or quasi in rem may affect the interests of a defendant in such an action only if process has been served upon the defendant in accordance with the provisions of Rule 4(k) of the Rules of Civil Procedure, as adopted by the Cherokee Code or by the Cherokee Court, but nothing herein shall prevent the court from making interlocutory orders for the protection of the parties, children or property while the action is pending.

(Ord. No. 285, 11-5-1992)

---

### **Sec. 1-36. Proof of service of process.**

When the defendant appears in the action and challenges the service of the summons upon him, proof of the service of process shall be as follows:

- (a) *Personal service or substituted personal service.*
  - (1) If served by Cherokee Police Department or a lawful process officer under Tribal law, by the officer's certificate thereof, showing place, time and manner of service; and
  - (2) If served by any other person, his affidavit thereof, showing the place, time and manner of service; his qualifications to make service under Rule 4(a) or Rule 4(j)(3) of the Rules of Civil Procedure; that he knew the person served to be the party mentioned in the summons and delivered to and left with him a copy; and if the defendant was not personally served, he shall state in such affidavit when, where and with whom such copy was left. If such service is made outside the confines of Cherokee trust lands, the proof thereof may in the alternative be made in accordance with the law of the place where such service is made.
- (b) *Service by publication.* In the case of publication, by the affidavit of the publisher or printer, or his foreman or principal clerk, showing the date and specifying the date of the first and last publication, and an affidavit of mailing of a copy of the complaint or notice, as the case may require, made by the person who mailed the same.
- (c) *Written admission of defendant.* The written admission of the defendant, whose signature or the subscription of whose name to such admission shall be presumptive evidence of genuineness.
- (d) *Service by registered or certified mail.* In the case of service by registered or certified mail, by affidavit of the serving party averring:
  - (1) That a copy of the summons and complaint was deposited in the post office for mailing by registered or certified mail, return receipt requested;
  - (2) That it was in fact received as evidenced by the attached registry receipt or other evidence satisfactory to the court of delivery to the addressee; and
  - (3) That the genuine receipt or other evidence of delivery is attached.

(Ord. No. 285, 11-5-1992)

### **Sec. 1-37. Default judgments.**

Where a defendant fails to appear in an action within the appropriate time, the court shall, before entering a judgment against such defendant, require proof of service of the summons in the manner required by section 1-36 above and, in addition, shall require further proof as follows:

- (a) Where a personal claim is made against the defendant, the court shall require proof by affidavit or other evidence to be made and filed, of the existence of any fact not shown by verified complaint which is needed to establish grounds for personal jurisdiction over the defendant. The court may require such additional proof as the interests of justice require.
- (b) Where no personal claim is made against the defendant, the court shall require such proofs, by affidavit or otherwise, as are necessary to show that the court's jurisdiction has been invoked over the status, property, or thing which is the subject of the action. The court may require such additional proof as the interests of justice require.

(Ord. No. 285, 11-5-1992)

---

**Sec. 1-38. Stay of proceeding to permit trial in another jurisdiction.**

- (a) If, in any action pending in any other court, with lawful jurisdiction over the parties or subject matter, the judge shall find that it would work substantial injustice for the action to be tried in the Cherokee Court, the judge on motion of any party may enter an order to stay further proceedings in the action in the Cherokee Court. A moving party under this section must stipulate their consent to suit in another jurisdiction found by the judge to provide a convenient, reasonable and fair place of trial.
- (b) In a proceeding in which a stay has been ordered under this section, jurisdiction of the court continues for a period of five years from the entry of the last order affecting the stay; and the court may, on motion and notice to the parties, modify the stay order and take such action as the interests of justice require. When jurisdiction of the court terminates by reason of the lapse of five years, the clerk shall enter an order dismissing the action.
- (c) Whenever a motion for a stay made pursuant to this section is granted, any nonmoving party shall have the right of immediate appeal. Whenever such a motion is denied, the movant may seek review by means of a writ of certiorari and failure to do so shall constitute a waiver of any error the judge may have committed in denying the motion.

(Ord. No. 285, 11-5-1992)

**Sec. 1-39. Acceptance of privileges; department of motor vehicles as attorney for service of process.**

The acceptance by a nonresident of the rights and privileges conferred by the laws of the Eastern Band of Cherokee Indians, as they are established or set forth in section 1-2 of the Cherokee Code, as evidenced by the nonresident having engaged in any of the lawful civil activities set forth or covered in section 1-2, or by their operation of a motor vehicle on the public highways and roadways within the confines of Cherokee trust lands, shall be deemed equivalent to the jurisdiction of the Cherokee Courts.

- (a) Operation of motor vehicles within Cherokee trust lands shall be deemed to be equivalent to the appointment by such nonresident of the Commissioner of Motor Vehicles, as set forth in N.C.G.S. 1-105, to be his lawful attorney for purposes of service of process, which may be effected in the manner and form established under North Carolina law in N.C.G.S. 1-105.
- (b) The provisions of N.C.G.S. 1-105.1 are hereby adopted and made applicable to the Cherokee Courts for those residents who establish residence outside the State of North Carolina or who depart from Cherokee trust lands and the State of North Carolina.

(Ord. No. 285, 11-5-1992)

**Sec. 1-40. Application of the Indian Civil Rights Act.**

All provisions of the Indian Civil Rights Act, 25 U.S.C. 1301—1303, shall apply in all court proceedings before the Cherokee Court.

(Ord. No. 407, 11-21-1996)

---

## **Sec. 1-41. Transitional provisions for the Cherokee Court.**

- (a) After transfer of authority from the CFR Court of Indian Offenses to the Cherokee Court pursuant to the Indian Self Determination Act contract between the United States and the Eastern Band of Cherokee Indians, any cases over which the CFR Court was exercising continuing jurisdiction prior to the transfer of authority shall be transferred to the Cherokee Court, on the motion of any party or on the Court's own motion.
- (b) No transferred case shall abate or be dismissed solely on the ground that it was filed in the CFR Court prior to the transfer of authority to the Cherokee Court. The Cherokee Court shall have jurisdiction over all cases properly filed in the CFR Court and transferred pursuant to this section.
- (c) The Cherokee Court's jurisdiction shall not be limited by restrictions set forth in the Code of Federal Regulations, and shall extend to all cases for which jurisdiction is granted by the Cherokee Code. In a case transferred from the CFR Court, whenever the Cherokee Court can exercise jurisdiction over a non-Indian defendant over whom the CFR Court could not exercise jurisdiction under 25 C.F.R. § 11.103(a), the non-Indian defendant shall be joined as a party to the transferred action upon proper service of process, provided that the defendant shall be permitted to present any available defense regardless of the stage of the case when the defendant is joined.
- (d) When the interest of justice so requires, a judge of the Cherokee Court shall have the authority to convene a session of the CFR Court to hear a case that was filed with the CFR Court and not transferred to the Cherokee Court, so long as the Eastern Band of Cherokee Indians remains listed in 25 C.F.R. § 11.100. No new case shall be filed in the CFR Court after the transfer of authority to the Cherokee Court.
- (e) After the transfer of authority to the Cherokee Court, the Cherokee Supreme Court shall have jurisdiction over all appeals, including those pending when authority is transferred, regardless of whether the trial was held in the CFR Court or the Cherokee Court.
- (f) The statute of limitations shall be tolled, and shall not be a defense to any claim filed in the Cherokee Court, provided that the same claim was timely filed in the CFR Court; the claim was not the subject of a final judgment or order in the CFR Court; and the claim is filed in the Cherokee Court within 90 days after the transfer of authority to the Cherokee Court.
- (g) On the motion of any party or the Court's own motion, the Cherokee Court shall give full faith and credit to all judgments and orders entered by the CFR Court that were properly within the jurisdiction of the CFR Court and not stayed by a pending appeal at the time of the transfer of authority, and shall enforce such judgments and orders as its own.
- (h) The Cherokee Court shall maintain and protect all the files and records of the CFR Court.
- (i) This section shall apply to all cases whether denominated as civil, criminal, special proceeding, estate or any other category.
- (j) The Cherokee Court shall have jurisdiction to adjudicate criminal charges filed under the criminal provisions applicable at the time the alleged crime was committed, whether the source of those criminal provisions is the Code of Federal Regulations, the Cherokee Code, or other applicable law.

(Ord. No. 117, 3-3-2000; Ord. No. 291, 7-6-2000)

Cherokee Council House  
Cherokee, North Carolina  
Date FEB 05 2026

ORDINANCE NO. 111 (2026)

WHEREAS, the Tribal Council adopted Section 1-2(g) intending to create a process for claims against the Tribe arising out of negligence, tort, intentional harm to others and related claims where the Tribe maintained insurance coverage that would permit legal action against the Tribe up to the amount of any insurance coverage for these types of claims; and,

WHEREAS the Cherokee Supreme Court in August 2024 issued an opinion in the case Campos v. Eastern Band of Cherokee Indians, CSC 19-06 that invalidated the intent behind Section 1-2(g) and created a gap in the ability for members of the Tribe and other victims injured by the negligent or intentional bad actions of the Tribe and preventing any legal action against the Tribe, including actions where the Tribe maintained insurance coverage; and,

WHEREAS, the Tribal Council has the power and authority to amend the laws of the Tribe to provide a means for recovering damages for the negligent actions of the Tribe, its agents and employees; and,

WHEREAS, since the Supreme Court decision in Campos, the Tribe has continued to maintain and pay for insurance policies to cover negligent actions of the Tribe, its agents and employees, even though said policies are now invalidated by the Supreme Court decision; and,

WHEREAS, the Tribe has continually maintained and promoted the responsibility for covering damages arising from the negligent and bad actions of the Tribe, its agents, and employees and there is now no mechanism in place that would protect innocent victims of negligent or bad actions of the Tribe.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in annual council assembled where a quorum is present that Chapter 1 of the Cherokee Tribal Code is hereby amended as set out in exhibit A to reflect the intent of the Tribe to clearly and unequivocally waive sovereign immunity for any tortious or negligent actions caused by the Tribe, its agents or employees.

Submitted by Robert Osley Saunooke

---

## Chapter 1 CIVIL PROCEDURE<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 1-1. Reserved.

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of the court and derived from the Code of 1992.

#### Sec. 1-2. Civil jurisdiction.

- (a) The Cherokee Court shall have jurisdiction over all persons, businesses, corporations or other legal entities in civil suits which arise on the Cherokee Indian Reservation or outside the exterior boundaries of the Reservation and included within the jurisdiction of the Tribe pursuant to federal or tribal law, including any person, corporation, businesses or other legal entities who personally or through their agents commit any act that threatens or has a direct or indirect affect on the political integrity, economic security, or the health or welfare of the Tribe and/or its members.
- (b) The Cherokee Court shall exercise jurisdiction over the domestic relations of all members of the Tribe, wherever located, whether residing outside of or individuals residing on Cherokee trust lands. Jurisdiction shall be exercised for cases including but not limited to child protection and child welfare, divorce, separation, child custody, support, alimony, adoption, guardianship, and paternity.
- (c) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over tortious conduct of all persons where the conduct occurs on Indian trust land or occurs outside of the Reservation boundary and has a direct or indirect affect on the political integrity, economic security, or the health or welfare of the Tribe and/or its members.
- (d) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over disputes involving any contract that is negotiated or executed on Indian trust land, or involves any interest in Cherokee trust lands and contractual right of the Tribe.
- (e) The Cherokee Court of Indian Offenses or any successor Court shall exercise jurisdiction over all persons, firms, corporations, partnerships or other legal business entities which conduct business on Cherokee trust lands. Such jurisdiction shall be limited to transactions involving or affecting individual Indians, Indian owned businesses, Tribal laws and policy or Indian property.
- (f) The enforcement of all eviction and foreclosure proceedings shall be in the Cherokee Court. The Cherokee Court shall have jurisdiction over all leasehold foreclosures of deeds of trust or mortgages on Cherokee trust lands. Valid deeds of trust or mortgages approved by the Tribe and Bureau of Indian Affairs shall constitute enforceable first liens against such leaseholds.

---

<sup>1</sup>Cross reference(s)—Exclusion powers of Tribe, ch. 2; juvenile code, ch. 7A; criminal procedure, ch. 15; limitations, ch. 22; judgement collection, ch. 25; arbitration ordinance, ch. 94; emergency commitment, ch. 108B; child support enforcement, ch. 110.

- 
- (g) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall exercise jurisdiction over actions against the Eastern Band of Cherokee Indians seeking the following relief:
- (1) An injunction, writ of mandamus or a declaratory judgment concerning individual rights guaranteed by the Indian Civil Rights Act;
  - (2) Damages for condemnation by the Tribe **including inverse condemnation**;
  - (3) Damages **against the Tribe arising out of any for** tort claims where the Tribe maintains insurance coverage for such claims, with recovery not to exceed the amount of liability coverage maintained by the Tribe. **Evidence of the Tribe maintaining insurance coverage for any claims covered by any insurance policy maintained by the Tribe shall be considered a clear and unequivocal waiver of the Tribes sovereign immunity regardless of whether the contract orf policy for insurance references any such waiver.**
- (h) The Cherokee Court of Indian Offenses or any successor Cherokee Court shall retain personal jurisdiction over persons or entities resident on Cherokee trust lands for a period of six months after such persons or entities move from Cherokee trust lands.
- (i) None of the foregoing language is intended to grant a waiver of sovereign immunity against the Eastern Band of Cherokee Indians so that a temporary restraining order or preliminary injunction may be entered against the Eastern Band of Cherokee Indians or any agent or official acting in their official capacity, ex parte or otherwise, unless said action is instituted by the Eastern Band of Cherokee Indians against said agent or employee or official.

(Ord. No. 168, 6-2-1994; Ord. No. 328, 1-13-1986; Res. No. 336, 1-3-1991; Ord. No. 369, 10-17-1996; Ord. No. 556, 4-24-1997; Ord. No. 524, 7-17-2015)

### **Sec. 1-3. Reserved.**

Editor's note(s)—Ord. No. 524, ratified July 17, 2015, repealed § 1-3 effective October 1, 2015. Former § 1-3 pertained to jurisdiction regarding juveniles, and derived from Res. No. 160, ratified June 17, 1980; and Ord. No. 818, ratified May 19, 2003.

### **Sec. 1-4. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of civil procedure and derived from the Code of 1992.

### **Sec. 1-5. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of evidence and derived from the Code of 1992.

### **Sec. 1-6. Imprisonment for debt.**

The Cherokee Court shall imprison no person for debt, except in cases of fraud. Application of this section shall not be inconsistent with the application and interpretation of Article I, Section 28 of the Constitution of North Carolina.

(Res. No. 176, 5-10-1984)

## **ARTICLE II. STRUCTURE OF COURT**

### **Sec. 1-7. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to divisions of court and derived from the Code of 1992.

### **Sec. 1-8. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to the responsibilities of magistrate or judge and derived from the Code of 1992.

### **Sec. 1-9. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to appeals and derived from the Code of 1992.

### **Sec. 1-10. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to decisions of the appellate division and derived from the Code of 1992.

### **Sec. 1-11. Small claims actions.**

- (a) For purposes of this section, a small claims action includes any lawsuit:
  - (1) Seeking money damages in which the amount claimed does not exceed \$5,000.00, excluding interest and costs;
  - (2) Seeking a domestic violence protective order under Chapter 50B, or other relief in a family law matter provided any amount claimed does not exceed \$5,000.00, excluding interest and costs;
  - (3) Seeking eviction from a residential dwelling regardless of the amount in controversy;
  - (4) Seeking repossession under section 25-9 regardless of the amount in controversy; or
  - (5) Actions in forfeiture commenced by the Tribe under section 14-100 et seq., regardless of the amount in controversy.
- (b) The Cherokee Court shall prepare or adopt standard forms which may be used by the parties in small claims actions.
- (c) All plaintiffs shall pay court costs at the time of filing a small claim complaint. Any judge shall have authority to permit a pauper's affidavit to be accepted in lieu of court costs. Court costs shall be waived for Actions in Forfeiture filed by the Tribe.
- (d) Defendants may file a written answer, including counterclaims if any, and shall serve a copy with the clerk and the plaintiff no later than the date and time set for trial. If written answer is not filed, the allegations of the complaint shall be deemed denied.

- 
- (e) All parties making claims or counterclaims must prove such claims or counterclaims by the greater weight of the evidence.
  - (f) Appeals from a small claims judgment shall be filed with the Cherokee Supreme Court.
  - (g) Notwithstanding any other provision of law, in a small claims action:
    - (1) Individuals shall have the right, as they do in every case, to represent themselves. Businesses, agencies, and other organizational entities shall be permitted to have an owner, officer, or employee, but not an independent contractor, present their claims or defenses in court without legal counsel.
    - (2) Any party may be represented in court by an advocate who is a law school graduate or paralegal, provided that the advocate is employed by an indigent legal services program, a licensed attorney assumes responsibility for the advocate's work, and no fee is charged by the attorney or advocate for the representation.
    - (3) Nothing in this section shall be construed to grant any party the right to be represented by court-appointed counsel in a small claims action or any other civil action.
  - (h) No person shall have a right to a jury trial in a small claims action filed pursuant to this section.
  - (i) Application will not be retroactive, therefore, will not apply to cases filed after August 20, 2007.
- (Res. No. 176, 5-10-1984; Ord. No. 371, 8-9-2000; Ord. No. 841, 8-20-2007)

### **ARTICLE III. APPELLATE PROCEEDINGS**

#### **Sec. 1-12. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to the jurisdiction of the appellate division and derived from Res. No. 176, adopted May 1, 1984.

#### **Sec. 1-13. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to procedures on appeal and derived from the Code of 1992.

#### **Sec. 1-14. Judgment against surety.**

Any surety to a bond submits himself or herself to the jurisdiction of the Court of Indian Offenses and irrevocably appoints the Clerk of Court as his or her agent upon whom any paper affecting his or her liability on the bond may be served.

#### **Sec. 1-15. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to certification of a record on appeal and derived from the Code of 1992.

#### **Sec. 1-16. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to briefs and memoranda and derived from the Code of 1992.

---

**Sec. 1-17. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to oral argument and derived from the Code of 1992.

**Sec. 1-18. Reserved.**

Editor's note(s)—Ord. No. 29, adopted April 1, 2000 completely repealed the provisions of this section which pertained to rules of court and derived from the Code of 1992.

**ARTICLE IV. PARTICULAR PROCEEDINGS**

**Sec. 1-19. Comparative negligence.**

- (a) In all actions hereunder brought in the Cherokee Court for personal injuries, wrongful death, or for injury to property, the fact that the person injured, or the owner of the property, or person having control over the property, may not have exercised due care shall not bar a recovery, but damages shall be diminished by the finder of fact in proportion to the percentage of negligence attributable to the person injured, or the owner of the property or the person having control over the property.
- (b) In determining the percentage of fault, the trier of fact shall consider both the nature of the conduct of each party at fault and the extent of the causal relation between the conduct and the damages claimed.
- (c) A claim and counterclaim shall be set off and only the difference between them is recoverable through a judgment.
- (d) The negligence of one spouse shall not be imputed to the other spouse of the marriage so as to bar recovery in an action by the other spouse to the marriage, or his or her legal representative, to recover damages from a third party caused by negligence resulting in death or in injury to the person.
- (e) This act shall become effective January 1, 1983, and shall apply to claims for relief arising on and after that date.

(Res. No. 10, 10-19-1982)

**Sec. 1-20. Criminal contempt.**

- (a) Criminal contempt shall include any of the following:
  - (1) Willful behavior committed during the sitting of a court and directly tending to interrupt its proceedings.
  - (2) Willful behavior committed during the sitting of a court in its immediate view and presence and directly tending to impair the respect due its authority.
  - (3) Willful disobedience of, resistance to, or interference with a court's lawful process, order, directive, or instruction or its execution.
  - (4) Willful refusal to be sworn or affirmed as a witness, or, when so sworn or affirmed, willful refusal to answer any legal and proper question when the refusal is not legally justified.
  - (5) Willful publication of a report of the proceedings in a court that is grossly inaccurate and presents a clear and present danger of imminent and serious threat to the administration of justice, made with

---

knowledge that it was false or with reckless disregard of whether it was false. No person, however, may be punished for publishing a truthful report of proceedings in a court.

- (6) Willful or grossly negligent failure by an officer of the court to perform his duties in an official transaction.
  - (7) Willful or grossly negligent failure to comply with schedules and practices of the court resulting in substantial interference with the business of the court.
  - (8) Willful refusal to testify or produce other information upon the order of a judge when such person has been granted immunity from criminal prosecution.
  - (9) Willful communication with a juror in an improper attempt to influence his deliberations.
- (b) No person may be held in contempt on the basis of the content of any broadcast, publication or other communication unless it presents a clear and present danger of an imminent and serious threat to the administration of criminal justice.

(Ord. No. 514, 6-18-85)

### **Sec. 1-21. Punishment for criminal contempt.**

- (a) A person who commits criminal contempt, whether direct or indirect, is subject to imprisonment up to 30 days, fine not to exceed \$500.00, or both.
- (b) Except for contempt under section 1-20(a)(5) or 1-20(a)(9), fine or imprisonment may not be imposed for criminal contempt, whether direct or indirect, unless:
  - (1) The act or omission was willfully contemptuous; or
  - (2) The act or omission was preceded by a clear warning by the court that the conduct is improper.
- (c) The judicial official who finds a person in contempt may at any time withdraw, terminate or reduce a sentence of imprisonment, or remit or reduce a fine imposed as punishment for contempt, if warranted by the conduct of the contempt or by the ends of justice.
- (d) A person held in criminal contempt may nevertheless be found in civil contempt for the same conduct. If a person is found in both civil contempt and criminal contempt for the same conduct, the total period of imprisonment is limited as provided in section 1-27(c).

(Ord. No. 514, 6-18-85)

### **Sec. 1-22. Direct and indirect criminal contempt.**

- (a) Criminal contempt is direct criminal contempt when the act:
  - (1) Is committed within the sight or hearing of a presiding judicial official; and
  - (2) Is committed in, or in the immediate proximity to, the room where proceedings are being held before the court; and
  - (3) Is likely to interrupt or interfere with matters then before the court.

The presiding judicial official may punish summarily for direct criminal contempt or may defer adjudication and sentencing. If proceedings for direct criminal contempt are deferred, the judicial official must, immediately following the conduct, inform the person of his intentions to institute contempt proceedings.

- 
- (b) Any criminal contempt other than direct criminal contempt is indirect criminal contempt and is punishable only after proceedings in accordance with the procedure outlined in section 1-24.

(Ord. No. 514, 6-18-85)

**Sec. 1-23. Summary proceedings for contempt.**

- (a) The presiding judicial official may summarily impose measures in response to direct criminal contempt when necessary to restore order or to maintain the dignity and authority of the court and when the measures are imposed substantially contemporaneously with the contempt.
- (b) Before imposing measures under this section, the judicial official must give the person charged with contempt summary notice of the charges and a summary opportunity to respond and must find facts supporting the summary imposition of measures in response to contempt. The facts must be established beyond a reasonable doubt.

(Ord. No. 514, 6-18-85)

**Sec. 1-24. Plenary proceedings for contempt.**

- (a) When a judicial official chooses not to proceed summarily against a person charged with direct criminal contempt or when he may not proceed summarily, he may proceed by an order directing the person to appear before a judge at a reasonable time specified in the order and show cause why he should not be held in contempt of court. A copy of the order must be furnished to the person charged. If criminal contempt is based upon acts before a judge which so involve him that his objectivity may reasonably be questioned, the order must be returned before a different judge.
- (b) The person ordered to show cause may move to dismiss the order.
- (c) The judge is the trier of facts at the show cause hearing.
- (d) The person charged with contempt may not be compelled to be a witness against himself or herself in the hearing.
- (e) At the conclusion of the hearing, the judge must enter a finding of guilty or not guilty. If a person is found to be in contempt, the judge must make findings of fact and enter judgment. The facts must be established beyond a reasonable doubt.
- (f) The judge presiding over the hearing may appoint a prosecutor or, in the event of an apparent conflict of interest, some other member of the bar to represent the court in hearings for criminal contempt.

(Ord. No. 514, 6-18-85)

**Sec. 1-25. Custody.**

- (a) A judicial official may orally order that a person he is charging with direct criminal contempt be taken into custody and restrained to the extent necessary to assure his presence for summary proceedings or notice of plenary proceedings.
- (b) If a judicial official who initiates plenary proceedings for contempt finds, based on sworn statement or affidavit, probable cause to believe the person ordered to appear will not appear in response to the order, he may issue an order for arrest of the person. A person arrested under this subsection is entitled to release under bail.

---

(Ord. No. 514, 6-18-85)

**Sec. 1-26. Appeal.**

A person found in criminal contempt may appeal in the manner provided for appeals in criminal actions.

(Ord. No. 514, 6-18-85)

**Sec. 1-27. Civil contempt.**

- (a) Failure to comply with an order of a court is a continuing civil contempt as long as:
  - (1) The order remains in force;
  - (2) The purpose of the order may still be served by compliance with the order; and
  - (3) The person to whom the order is directed is able to comply with the order or is able to take reasonable measures that would enable him to comply with the order.
- (b) A person who is found in civil contempt may be imprisoned as long as his civil contempt continues, unless the contempt is failure by a person not arrested for the crime to comply with a nontestimonial identification order. In that case, he may be imprisoned for not more than 90 days unless he is arrested on probable cause.
- (c) A person who is found in civil contempt may, nevertheless, for the same conduct, be found in criminal contempt, but the total period of imprisonment arising from the conduct may not exceed the greater of:
  - (1) The period during which the contemptnor may be imprisoned for civil contempt; or
  - (2) The period of punishment provided in section 1-21(a).

(Ord. No. 514, 6-18-85)

**Sec. 1-28. Release.**

- (a) A person imprisoned for civil contempt must be released when his civil contempt no longer continues. The order of the court holding a person in civil contempt must specify how the person may purge himself of the contempt. Upon finding compliance with the specifications, the officer having custody may release the person without further order from the court.
- (b) On motion of the contemptnor, the court must determine if he is subject to release and, on an affirmative determination, order his release. The motion must be directed to the judge who found civil contempt unless he is not available. The contemptnor may also seek his release under other procedures available under law.

(Ord. No. 514, 6-18-85)

**Sec. 1-29. Proceedings for civil contempt.**

- (a) Proceedings for civil contempt are either by the order of a judicial official directing the alleged contemptnor to appear at a specified reasonable time and show cause why he should not be held in civil contempt or by the notice of a judicial official that the alleged contemptnor will be held in contempt unless he appears at a specified reasonable time and shows cause why he should not be held in contempt. The order or notice must be given at least five days in advance of the hearing unless good cause is shown. The order or notice may be issued on the motion and sworn statement or affidavit of one with an interest in enforcing the order, including a judge, and a finding by the judicial official of probable cause to believe there is civil contempt.

---

Created: 2025-12-03 08:49:10 [EST]

(Supp. No. 37, Update 3)

- 
- (b) The person ordered to show cause may move to dismiss the order.
  - (c) The judicial official is the trier of facts at the show cause hearing.
  - (d) At the conclusion of the hearing, the judicial official must enter a finding for or against the alleged contemptnor. If civil contempt is found, the judicial official must enter an order finding the facts constituting contempt and specifying the action which the contemptnor must take to purge himself of the contempt.
  - (e) A person with an interest in enforcing the order may present the case for a finding of civil contempt for failure to comply with an order.
  - (f) A judge conducting a hearing to determine if a person is in civil contempt may at the hearing, upon making the required findings, find the person in criminal contempt for the same conduct, regardless of whether imprisonment for civil contempt is proper in the case.

(Ord. No. 514, 6-18-85)

### **Sec. 1-30. Appeals.**

A person found in civil contempt may appeal in the manner provided for in appeals in civil actions.

(Ord. No. 514, 6-18-1985)

### **Sec. 1-31. Jury list.**

- (a) Jury composition. In each odd year, the Cherokee Court shall prepare a current list of eligible jurors to be comprised of all members of the community of the Eastern Band of Cherokee Indians.
- (b) Eligible jurors shall be 18 years of age or older, shall not have served as jurors during the preceding year, shall be physically and mentally competent, shall be able to understand the English language, and shall not have been convicted of a felony (unless their citizenship has been restored pursuant to applicable law). Notwithstanding any other law of the Eastern Band of Cherokee Indians, or any of the tribe's agencies, eligible jurors shall be chosen from all individuals residing within the boundaries of the Eastern Band of Cherokee Indians trust lands regardless of race or tribal citizenship or tribal affiliation and not excluding any distinctive group in the community, including non-Indians.
- (c) Any eligible juror summoned for jury service who is 65 years of age or older shall not be compelled to serve but may serve at his or her choice.
- (d) Any person summoned for jury duty who fails to report as required may be held in contempt of court and sentenced to up to 30 days, fined up to \$500.00 or any combination of these penalties.
- (e) Jury size. A jury consists of six persons, unless this section provides otherwise.
  - (1) *Stipulation for a smaller jury.* At any time before the verdict, the parties may, with the approval of the court stipulate that:
    - (A) The jury may consist of fewer than six persons; or
    - (B) A jury of fewer than six persons may return a verdict if the Court finds it necessary to excuse a juror for good cause after the trial begins.
  - (2) *Court order for a jury of five.* After the jury has retired to deliberate, the Court may permit a jury of five persons to return a verdict, even without a stipulation by the parties, if the Court finds good cause to excuse a juror.
- (f) Trial jurors.

---

Created: 2025-12-03 08:49:10 [EST]

(Supp. No. 37, Update 3)

- (1) *Examinations.* The Court may examine prospective jurors and may permit the parties to do so.
- (2) *Peremptory challenges.* Each side is entitled to three peremptory challenges. The Court may, in its discretion, allow additional peremptory challenges.
- (3) *Alternate jurors.* The Court may empanel up to two alternate jurors to replace any jurors who are either unable to perform or disqualified from performing their duties.
  - (A) *Procedure.* Alternate jurors are selected in the same manner as other jurors. The prosecution and defense are allotted one additional peremptory challenge each for use in selecting alternate jurors.
  - (B) *Replacement.* Alternate jurors replace jurors in the order in which the alternate jurors were selected. Alternate jurors have the same powers and responsibilities as other jurors.

(g) *Judges.* Any Cherokee Court Judge may complete a jury trial if:

- (1) The Judge before whom the trial began cannot complete the trial because of death, sickness, other disability or because the Judge is unavailable; and
- (2) The Judge completing the trial certifies that he or she is familiar with the record.

After a verdict or finding of guilt, any Cherokee Court Judge may complete the Court's duties, including issuing judgment, if the Judge who presided over the trial cannot perform those duties because of absence, death, sickness, and other disability or because the Judge is unavailable. Alternatively, the successor Judge may order a new trial.

- (h) *Taking testimony.* In every trial, the testimony of the witnesses must be taken in open Court, unless otherwise ordered by a Judge.
- (i) *Mistrial.* Before declaring a mistrial, the Court must give each party an opportunity to comment on the propriety of such a declaration, to state whether the party consents or objects and allow each party to suggest alternatives.

(Res. No. 122, 5-1-1980; Ord. No. 971, 10-13-2005; Ord. No. 110, 4-6-2008; Ord. No. 526, 6-8-2015)

### **Sec. 1-32. Reserved.**

Ord. No. 302, adopted Dec. 9, 2020, repealed former § 1-32 in its entirety which pertained to involuntary commitment and derived from Res. No. 106, 11-19-1981; Ord. No. 655, 9-8-1999; Ord. No. 72, 1-13-2000.

### **Sec. 1-33. Limitations on authority of Cherokee Court.**

The Cherokee Court of Indian Offenses or any successor Cherokee Court, shall not have authority, in deciding any case within its lawful jurisdiction, to:

- (a) Grant, approve or assign a possessory interest in any Cherokee trust lands to any person; or
- (b) Grant, approve or assign a life estate in any Cherokee trust land or any improvements located thereon, to a nonmember of the Eastern Band of Cherokee Indians; or
- (c) Grant, approve or assign a writ of possession in any Cherokee trust lands or any improvements thereon, to a nonmember of the Eastern Band of Cherokee Indians unless such property shall be used as a residence for children of enrolled members.
  - (1) Such writ of possession shall not extend beyond the 18th birthday of the youngest child of an enrolled member actually residing in a home located on such lands; but

- 
- (2) Such writ of possession may extend beyond the 18th birthday of a child of an enrolled member actually residing in such house if said child is not physically or mentally capable of caring for himself or herself upon reaching the age of 18.
- (d) A writ of possession entered by the Cherokee Court shall automatically expire on the date the youngest member of an enrolled member living in the home located on trust lands reaches the age of 18 years. A writ of possession may be extended beyond such date only if a petition is filed with the Cherokee Court showing the minor child of an enrolled member then living in such house is physically or mentally incapable of caring for themselves.

(Ord. No. 66, 12-5-1991)

## **ARTICLE V. LONG ARM LAW**

### **Sec. 1-34. Subject matter jurisdiction.**

The Cherokee Court having jurisdiction of the subject matter may exercise jurisdiction in rem or quasi in rem on the grounds stated in this section. Jurisdiction in rem or quasi in rem may be involved in any of the following cases:

- (a) When the subject of the action is real or personal property located on Cherokee Indian trust lands and the defendant has or claims any lien or interest therein, or the relief demanded consists wholly or partially in excluding the defendant from any interest or lien therein. This subsection shall apply whether any such defendant is known or unknown.
- (b) When the action is to foreclose, redeem from or satisfy a leasehold deed of trust, mortgage or lien upon real or personal property located on Cherokee trust lands.
- (c) When the action is for a divorce or annulment of marriage of an enrolled member or a spouse of an enrolled member, either of whom is a resident of Cherokee trust lands at the date of separation and both spouses resided on Cherokee trust lands prior to separation.
- (d) In any other action in which in rem or quasi in rem jurisdiction may be lawfully exercised under Tribal law or federal law applicable to Federal Indian Tribes. Such jurisdiction shall not be exercised over any subject matter which would be inconsistent with federal prohibition against alienation (25 U.S.C. 177) or any other federal law restricting the use or conveyance of Indian lands, property or legal rights.

(Ord. No. 285, 11-5-1992)

### **Sec. 1-35. Service; interlocutory orders.**

The Cherokee Court, in exercising jurisdiction in rem or quasi in rem may affect the interests of a defendant in such an action only if process has been served upon the defendant in accordance with the provisions of Rule 4(k) of the Rules of Civil Procedure, as adopted by the Cherokee Code or by the Cherokee Court, but nothing herein shall prevent the court from making interlocutory orders for the protection of the parties, children or property while the action is pending.

(Ord. No. 285, 11-5-1992)

---

### **Sec. 1-36. Proof of service of process.**

When the defendant appears in the action and challenges the service of the summons upon him, proof of the service of process shall be as follows:

- (a) *Personal service or substituted personal service.*
  - (1) If served by Cherokee Police Department or a lawful process officer under Tribal law, by the officer's certificate thereof, showing place, time and manner of service; and
  - (2) If served by any other person, his affidavit thereof, showing the place, time and manner of service; his qualifications to make service under Rule 4(a) or Rule 4(j)(3) of the Rules of Civil Procedure; that he knew the person served to be the party mentioned in the summons and delivered to and left with him a copy; and if the defendant was not personally served, he shall state in such affidavit when, where and with whom such copy was left. If such service is made outside the confines of Cherokee trust lands, the proof thereof may in the alternative be made in accordance with the law of the place where such service is made.
- (b) *Service by publication.* In the case of publication, by the affidavit of the publisher or printer, or his foreman or principal clerk, showing the date and specifying the date of the first and last publication, and an affidavit of mailing of a copy of the complaint or notice, as the case may require, made by the person who mailed the same.
- (c) *Written admission of defendant.* The written admission of the defendant, whose signature or the subscription of whose name to such admission shall be presumptive evidence of genuineness.
- (d) *Service by registered or certified mail.* In the case of service by registered or certified mail, by affidavit of the serving party averring:
  - (1) That a copy of the summons and complaint was deposited in the post office for mailing by registered or certified mail, return receipt requested;
  - (2) That it was in fact received as evidenced by the attached registry receipt or other evidence satisfactory to the court of delivery to the addressee; and
  - (3) That the genuine receipt or other evidence of delivery is attached.

(Ord. No. 285, 11-5-1992)

### **Sec. 1-37. Default judgments.**

Where a defendant fails to appear in an action within the appropriate time, the court shall, before entering a judgment against such defendant, require proof of service of the summons in the manner required by section 1-36 above and, in addition, shall require further proof as follows:

- (a) Where a personal claim is made against the defendant, the court shall require proof by affidavit or other evidence to be made and filed, of the existence of any fact not shown by verified complaint which is needed to establish grounds for personal jurisdiction over the defendant. The court may require such additional proof as the interests of justice require.
- (b) Where no personal claim is made against the defendant, the court shall require such proofs, by affidavit or otherwise, as are necessary to show that the court's jurisdiction has been invoked over the status, property, or thing which is the subject of the action. The court may require such additional proof as the interests of justice require.

(Ord. No. 285, 11-5-1992)

---

**Sec. 1-38. Stay of proceeding to permit trial in another jurisdiction.**

- (a) If, in any action pending in any other court, with lawful jurisdiction over the parties or subject matter, the judge shall find that it would work substantial injustice for the action to be tried in the Cherokee Court, the judge on motion of any party may enter an order to stay further proceedings in the action in the Cherokee Court. A moving party under this section must stipulate their consent to suit in another jurisdiction found by the judge to provide a convenient, reasonable and fair place of trial.
- (b) In a proceeding in which a stay has been ordered under this section, jurisdiction of the court continues for a period of five years from the entry of the last order affecting the stay; and the court may, on motion and notice to the parties, modify the stay order and take such action as the interests of justice require. When jurisdiction of the court terminates by reason of the lapse of five years, the clerk shall enter an order dismissing the action.
- (c) Whenever a motion for a stay made pursuant to this section is granted, any nonmoving party shall have the right of immediate appeal. Whenever such a motion is denied, the movant may seek review by means of a writ of certiorari and failure to do so shall constitute a waiver of any error the judge may have committed in denying the motion.

(Ord. No. 285, 11-5-1992)

**Sec. 1-39. Acceptance of privileges; department of motor vehicles as attorney for service of process.**

The acceptance by a nonresident of the rights and privileges conferred by the laws of the Eastern Band of Cherokee Indians, as they are established or set forth in section 1-2 of the Cherokee Code, as evidenced by the nonresident having engaged in any of the lawful civil activities set forth or covered in section 1-2, or by their operation of a motor vehicle on the public highways and roadways within the confines of Cherokee trust lands, shall be deemed equivalent to the jurisdiction of the Cherokee Courts.

- (a) Operation of motor vehicles within Cherokee trust lands shall be deemed to be equivalent to the appointment by such nonresident of the Commissioner of Motor Vehicles, as set forth in N.C.G.S. 1-105, to be his lawful attorney for purposes of service of process, which may be effected in the manner and form established under North Carolina law in N.C.G.S. 1-105.
- (b) The provisions of N.C.G.S. 1-105.1 are hereby adopted and made applicable to the Cherokee Courts for those residents who establish residence outside the State of North Carolina or who depart from Cherokee trust lands and the State of North Carolina.

(Ord. No. 285, 11-5-1992)

**Sec. 1-40. Application of the Indian Civil Rights Act.**

All provisions of the Indian Civil Rights Act, 25 U.S.C. 1301—1303, shall apply in all court proceedings before the Cherokee Court.

(Ord. No. 407, 11-21-1996)

---

## **Sec. 1-41. Transitional provisions for the Cherokee Court.**

- (a) After transfer of authority from the CFR Court of Indian Offenses to the Cherokee Court pursuant to the Indian Self Determination Act contract between the United States and the Eastern Band of Cherokee Indians, any cases over which the CFR Court was exercising continuing jurisdiction prior to the transfer of authority shall be transferred to the Cherokee Court, on the motion of any party or on the Court's own motion.
- (b) No transferred case shall abate or be dismissed solely on the ground that it was filed in the CFR Court prior to the transfer of authority to the Cherokee Court. The Cherokee Court shall have jurisdiction over all cases properly filed in the CFR Court and transferred pursuant to this section.
- (c) The Cherokee Court's jurisdiction shall not be limited by restrictions set forth in the Code of Federal Regulations, and shall extend to all cases for which jurisdiction is granted by the Cherokee Code. In a case transferred from the CFR Court, whenever the Cherokee Court can exercise jurisdiction over a non-Indian defendant over whom the CFR Court could not exercise jurisdiction under 25 C.F.R. § 11.103(a), the non-Indian defendant shall be joined as a party to the transferred action upon proper service of process, provided that the defendant shall be permitted to present any available defense regardless of the stage of the case when the defendant is joined.
- (d) When the interest of justice so requires, a judge of the Cherokee Court shall have the authority to convene a session of the CFR Court to hear a case that was filed with the CFR Court and not transferred to the Cherokee Court, so long as the Eastern Band of Cherokee Indians remains listed in 25 C.F.R. § 11.100. No new case shall be filed in the CFR Court after the transfer of authority to the Cherokee Court.
- (e) After the transfer of authority to the Cherokee Court, the Cherokee Supreme Court shall have jurisdiction over all appeals, including those pending when authority is transferred, regardless of whether the trial was held in the CFR Court or the Cherokee Court.
- (f) The statute of limitations shall be tolled, and shall not be a defense to any claim filed in the Cherokee Court, provided that the same claim was timely filed in the CFR Court; the claim was not the subject of a final judgment or order in the CFR Court; and the claim is filed in the Cherokee Court within 90 days after the transfer of authority to the Cherokee Court.
- (g) On the motion of any party or the Court's own motion, the Cherokee Court shall give full faith and credit to all judgments and orders entered by the CFR Court that were properly within the jurisdiction of the CFR Court and not stayed by a pending appeal at the time of the transfer of authority, and shall enforce such judgments and orders as its own.
- (h) The Cherokee Court shall maintain and protect all the files and records of the CFR Court.
- (i) This section shall apply to all cases whether denominated as civil, criminal, special proceeding, estate or any other category.
- (j) The Cherokee Court shall have jurisdiction to adjudicate criminal charges filed under the criminal provisions applicable at the time the alleged crime was committed, whether the source of those criminal provisions is the Code of Federal Regulations, the Cherokee Code, or other applicable law.

(Ord. No. 117, 3-3-2000; Ord. No. 291, 7-6-2000)



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5014

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Ordinance

**Agenda Number:** 16.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: FEB 05 2026

ORDINANCE NO. 112 (2026)

*An ordinance to amend CC Chapter 17 to provide for the distribution of certain revenues from Qualla Enterprises, LLC, to the Tribe and Tribal members.*

WHEREAS, Qualla Enterprises, LLC, was formed by the Tribe under Cherokee Code (CC) 55B to be the Tribe’s business entity for the production and sales of cannabis products; and

WHEREAS, Qualla Enterprises, LLC is identified in CC 117-46.2 as a revenue generating entity for the Tribe; and

WHEREAS, in Resolution No. 576 (2025), the Tribe and Qualla Enterprises agreed to re-shape their financial relationship, in part to provide that a portion of Qualla Enterprise’s net revenue should be paid to the Tribe for distributions to Tribal members; and

WHEREAS, Qualla Enterprises has sufficient revenue to support making distributions to Tribal members; and

WHEREAS, CC Chapter 17 should be amended to provide a system for making such distributions.

NOW THEREFORE BE IT ORDAINED by the Eastern Band of Cherokee Indians in Tribal Council assembled, at which a quorum is present, that CC Chapter 17, governing the regulation of production and sale of cannabis products shall be amended to add thereto a new Article VIII, to read as follows:

**ARTICLE VIII. – CANNABIS REVENUE ALLOCATION PLAN**

**Sec. 17-100. Purpose.**

(a) The purpose of this article is to provide a system by which certain revenues distributed by a Qualified Cannabis Company to the Tribe may, in turn, be distributed by the Tribe to its enrolled members. This article provides parameters for such distributions so that the distributions may be made as per capita or general welfare distributions, in a manner similar to how the Tribe distributes gaming revenues to enrolled members under CC Chapter 16C. To be cautious, due to inconsistent interpretations of governing law and restrictions imposed by lenders, the Tribe chooses to segregate cannabis revenues from gaming revenues and to create a separate system for distributions of cannabis revenues to enrolled members.

1 (b) In addition to (a), this Article is enacted to promote the general welfare of the Eastern Band  
2 of Cherokee Indians and its members, to provide for fair and equitable distribution to  
3 eligible enrolled members of certain revenues provided to the Tribe by a Qualified Cannabis  
4 Company, as defined in this article, and to provide for other uses of such revenues if desired  
5 by the Tribe.

6 **Sec. 17-101. Funds subject to this article.**

7 The funds subject to distribution under this Article are the revenues provided to the Tribe  
8 by a Qualified Cannabis Company, as defined herein, by virtue of Resolution No. 575 (2025) and  
9 agreements entered pursuant to that resolution.

10 **Sec. 17-102. General welfare exclusion.**

11 The revenues obtained by the Tribe and distributed to enrolled members pursuant to this  
12 Article are distributed to provide general welfare assistance to eligible Tribal members for  
13 services, activities and needs including medical expenses, housing, utility and transportation  
14 expenses, energy assistance, health and wellness activity expenses, social services expenses,  
15 cultural, spiritual and educational expenses, and other related expenses. It is the Tribe's intent  
16 that the assistance provided pursuant to this Article may be provided in the form of distributions  
17 under a General Welfare Exclusion (GWE) Program in compliance with requirements imposed  
18 by the U.S. Internal Revenue Service so that such distributions are excluded from gross income  
19 for federal income tax purposes.

20 **Sec. 17-103. Definitions.**

21 For purposes of this article:

22 *Distributable net revenue* shall mean all revenue distributed to the Tribe by a Qualified  
23 Cannabis Company pursuant to Resolution No. 576 (2025), and agreements between the Tribe  
24 and a Qualified Cannabis Company that arise from Resolution 576.

25 *Eligibility for disbursement* shall apply to any person who is an enrolled member of the tribe  
26 as of January 1, 2026, and each subsequent disbursement date thereafter, provided that person is  
27 enrolled no less than 60 days preceding a scheduled distribution to members under this Article  
28 and meets all requirements of this Article.

29 *Cannabis Trust Fund* shall mean the trust fund established pursuant to this Article.

30 *External investments* shall mean investments that may be made by the Cannabis Trust Fund  
31 which must be made under the Prudent Investor Rule, in accordance with the investments  
32 permitted to be made by such funds in this article, as amended or supplemented from time to  
33 time.

34 *Equivalent degree* shall mean a high school diploma, GED, degree from a vocational or  
35 technical college, or other appropriate educational institution as determined by the Tribe.

36 *General Welfare Exclusion Program* shall mean the laws and policies written or adopted by  
37 the Tribe to provide a mechanism for providing benefits, which may include financial  
38 distributions, to eligible Tribal members so that the benefits are excluded from federal income  
39 taxation by the U.S. Internal Revenue Service.

1 Interim Distribution Fund shall mean a fund into which distributable net revenue from a  
2 Qualified Cannabis Company is deposited monthly by Tribal Management and from which funds  
3 are distributed as per capita payments to competent adult members on a semi-annual basis and  
4 into the Cannabis Trust Fund semi-annually for minor and other legally incompetent members.  
5 This Fund shall be invested only in conservative investments, such as (but not exclusively) U.S.  
6 Treasury bills, other U.S. Government obligations or collateralized bank certificates of deposits.  
7 Only one type of instrument shall be used during the accrual period and the type of investment  
8 used will be determined by interest rate predictions within the accrual period. The obligations  
9 shall have a maturity date of no later than November 15 and May 15. The instrument used during  
10 each period shall be approved by the Investment Committee and the Tribal Budget and Finance  
11 Office by September 1 and March 1.

12 Internal investments shall mean investments that are made by allocation or distribution of  
13 funds through the Tribal budget process.

14 Manager shall mean that person or institution retained by the Tribe to manage and oversee  
15 the investments of the Cannabis Trust Fund.

16 Members shall mean those persons who are duly recognized as enrolled members of the  
17 Eastern Band of Cherokee Indians by the Tribe.

18 Minor shall mean a member who has not yet reached the age of 18 years.

19 Cannabis Trust Fund shall mean a fund created by the Tribe pursuant to this Article to  
20 receive the distributable revenue from a Qualified Cannabis Company on behalf of enrolled  
21 minors and incompetent members of the Tribe.

22 Revenue allocation plan shall mean this Article.

23 Qualified cannabis company means any and all limited liability companies formed under  
24 CC Chapter 55B, in which the Tribe is the sole member, and that are licensed by the Cannabis  
25 Control Board to engage in the production and sales of cannabis products under CC Chapter 17.

26 Tribal Council shall mean the legislative body of the Eastern Band of Cherokee Indians.

27 Tribal Court shall mean the Cherokee Court established pursuant to Article 7 of the  
28 Cherokee Code.

29 Tribal entity shall mean the Tribe and its boards, offices, programs, divisions, and entities,  
30 including but not limited to revenue generating entities listed in CC Section 117-46.1.

31 Tribal management shall mean the Executive Committee and the Tribal Finance Officer,  
32 who shall be jointly responsible for verifying the calculation of distributable net revenue on a  
33 monthly basis for purposes of this Article and for making monthly deposits of such distributable  
34 net revenue into the appropriate accounts or funds under this Article.

35 Tribal shares is defined as: Total Shares = 12 months/12 shares of the competent adult + 12  
36 months/12 shares minors + x months per deceased members /12 shares).

37 Tribe shall mean the Eastern Band of Cherokee Indians. It does not mean individual  
38 members of the Tribe.

1 **Sec. 17-105. Membership and eligibility.**

2 (a) Membership requirements. Those members, including minors and other legal incompetents,  
3 who are recognized by the Tribe as duly enrolled, and who do not fall within the specific  
4 exemptions listed in paragraph (b) below, shall be eligible for semi-annual distributions in  
5 the Cannabis Trust Fund and/or per capita payments, or if appropriate, in the form of  
6 general welfare distributions.

7 (b) Ineligible members. The following are not eligible to receive distributions:

8 (1) A former member of the Eastern Band of Cherokee Indians who has been formally and  
9 officially disenrolled by the Eastern Band of Cherokee Indians. Any person, who has  
10 been disenrolled by the Eastern Band of Cherokee Indians based on false or misleading  
11 representations in the enrollment application process, or on the knowing acceptance of  
12 financial benefits of membership in any other Indian Tribe, shall be liable in Tribal  
13 Court for repayment of all funds received from the Eastern Band of Cherokee Indians.

14 (2) A member of the Eastern Band of Cherokee Indians who has been convicted in a court  
15 of law of theft, embezzlement, or any other crime involving unlawful taking of money  
16 or property from the Tribe or any of its entities.

17 (3) An enrolled member of the Eastern Band who for religious or other reasons has  
18 voluntarily signed a waiver of his or her cannabis revenue distributions. Such a person  
19 shall not be eligible to receive any cannabis revenue distributions during the period  
20 such a waiver remains on file with the Tribal Enrollment Office or the Budget and  
21 Finance Office. Such a waiver may be revoked, but the revocation shall only be  
22 effective as to future cannabis revenue distributions distributed 60 days or more after  
23 written revocation of the waiver is received by the Tribal Enrollment Office.

24 (c) Applications, written determination of eligibility. Applications for a finding of eligibility  
25 may be made at any time and shall be submitted in such form and manner as the Enrollment  
26 Office may reasonably require. In order to provide for the orderly review and consideration,  
27 applications submitted within less than 60 days of a scheduled distribution date shall not be  
28 eligible for distribution until the next scheduled distribution. Only names of the newly  
29 enrolled members for the current year shall be published in the Cherokee One Feather no  
30 later than 15 days following the aforementioned dates. Any applicant found not to be  
31 eligible shall be provided with a written determination of the basis for the denial by the  
32 Enrollment Office.

33 (d) Appeal of findings. Any person who believes that the Enrollment Office has made an  
34 erroneous determination regarding their own membership may appeal that finding in  
35 accordance with the Tribal Enrollment Ordinance, Chapter 49 of this Code. The Enrollment  
36 Officer shall offer such evidence and testimony as may be appropriate to justify the finding  
37 of ineligibility.

38 (e) Time limit for claiming distribution or requesting reissuance of a distributed check or  
39 distribution.

40 (1) Except as otherwise provided in this Section, a member who is eligible for, but does  
41 not receive, a cannabis revenue distribution, or who received the same but for any  
42 reason required the check or distribution to be re-issued, must make a written request

1 to the Budget and Finance Office within 60 days of the distribution. The date of  
2 distribution is the date on which the Budget and Finance Office makes its bulk mailing  
3 of cannabis revenue distribution checks to members of the Tribe, or the date of the  
4 general welfare distribution.

5 (3) In circumstances where a deceased member is eligible for but does not receive a  
6 cannabis revenue distribution, the authorized representative of the deceased member's  
7 estate must make a written request to the Budget and Finance Office for the  
8 distribution within one year of the deceased member's death. Undisbursed distributions  
9 shall be treated as per capita distributions for purposes of this subsection. This  
10 subsection does not apply to funds held for the benefit of a minor or incompetent  
11 enrolled member the Cannabis Trust Fund.

12 (4) Upon failure to make a request in writing within the time provided in this Section, the  
13 member's entitlement to the missed distribution shall expire. Any unclaimed funds held  
14 in reserve for such claims shall be distributed to all eligible members at the next per  
15 capita distribution.

16 (5) Infant per capita payments missed. The 60-day time limit expressed in this Subsection  
17 does not apply to certain persons who were enrolled as members of the Tribe as infants  
18 but who were legally adopted as infants. These persons may make a claim for missed  
19 distributions only. To claim a missed distribution, these persons must submit a  
20 resolution to Tribal Council requesting a hearing on the matter and must:

21 (A) Have been enrolled as a member while an infant.

22 (B) Be living and eligible to receive per capita distributions;

23 (C) Provide the same personal information to the Tribe that is required of all other  
24 recipients of per capita distributions;

25 (D) Prove that they were adopted as infants;

26 (E) Prove that they have lived their entire lives until they made the claim in a place  
27 sufficiently removed from the Qualla Boundary to preclude their contact with or  
28 knowledge of the Tribe; and

29 (F) Prove that they were unaware of their membership in the Tribe, of their eligibility  
30 to receive distributions, and the time limit for claiming them.

31 If an adopted enrolled member satisfies these requirements to Council's satisfaction at  
32 the hearing, Tribal Council may declare the person eligible to receive the cannabis  
33 revenue distributions and may direct payment to that person. In these cases, the person  
34 may receive their share of distributions made since the person attained 18 years of age.  
35 However, the person shall not receive more than \$50,000.00 in unclaimed cannabis  
36 distributions. The Tribe shall not pay any more than the principal amount determined  
37 by the Tribe to be due and is not liable to pay interest or any other enhancements to the  
38 principal amount.

39 (f) Member must provide accurate information. Distributions of cannabis revenues are made  
40 based on the official Tribal membership roll provided by the Enrollment Office to the  
41 Budget and Finance Office. Each enrolled member is responsible for providing to the  
42 Enrollment Office complete and accurate personal information including, but not limited to,  
43 name, mailing address and social security number, in a writing they have prepared. The

1 member must keep that information current. The Tribe is not liable for a member's failure to  
2 provide the information in the manner required.

3 **Sec. 17-106. Distribution to members.**

4 (a) Semi-annual distribution. Distributions of cannabis revenues provided to the Tribe by a  
5 qualified cannabis company shall be made two times each year to all competent adult  
6 members eligible for the distribution as set forth in this Article. Likewise, an appropriate  
7 share shall be set aside twice each year in the Cannabis Trust Fund on behalf of minor and  
8 incompetent enrolled members.

9 (b) Distribution for deceased members. Eligible members as defined in this Article who have  
10 passed away prior to the date of any scheduled disbursement shall be eligible to receive a  
11 pro rata share of the proposed disbursement for each and every month during the calculation  
12 period that they were alive. The Tribal Finance Office shall disburse any and all funds of the  
13 deceased Tribal member to the authorized, or court appointed, administrator for the  
14 deceased's estate.

15 (c) Distribution to handicapped members. Eligible minors who have a severe handicap or  
16 terminal illness may request early distribution, or if appropriate, general welfare  
17 distributions, through their parent or guardian in accordance with this Article.

18 (d) Timing for distributions. Distribution to members shall be made on, or as near as practical,  
19 the following dates:

20 April 1 and August 1 of each year.

21 Any scheduled disbursements made in accordance with this Article shall be made on or near  
22 the above referenced dates. Distributions shall occur only on regular business days. In  
23 calculating distribution, the Finance Office shall use financial data provided by the Qualified  
24 Cannabis Company for the first semi-annual disbursement and the second semi-annual  
25 disbursement, which shall be reconciled to a certified audit.

26 (i) Certified roll of eligible members. The Tribal Enrollment Office shall deliver to Tribal  
27 Management a current certified roll of all members eligible under this Article, and in  
28 accordance with the Tribal Enrollment Ordinance, as of February 1 and a second certified  
29 roll as of July 1 of each year. Said certification shall be submitted to the Finance Office no  
30 later than 15 days following the aforementioned dates. Only names of the newly enrolled  
31 members for the current year shall be published in the Cherokee One Feather no later than  
32 15 days following the aforementioned dates.

33 (j) Percentage of distributable net revenue. The percentage of the cannabis revenue available  
34 for distribution to each competent adult member under this Article shall be determined by  
35 applying the following formula:

36 An amount shall be added which is the sum of Total Shares. Total Shares is defined as:  
37 Total Shares = 12 months/12 shares of the competent adult + 12 months/12 shares  
38 minors + x months per deceased members/12 shares. Total shares shall then be divided  
39 into net cannabis revenue to equal the distribution per share. The distribution per share  
40 shall be multiplied by the total shares distributable to competent adult members,  
41 minors, and deceased members which shall equal no more than the Cannabis Trust  
42 Fund and distribution which is required pursuant to this Article. Anyone not on the

1 certified roll for the semi-annual distribution shall have no right to any past Cannabis  
2 Trust Fund distributions or competent adult distributions.

3 (k) Balance of funds. The balance of the funds after calculation of the amount to be distributed  
4 to competent adult members shall be transferred to the Cannabis Trust Fund.

5 (l) No waiver of sovereign immunity. Nothing in this Chapter shall be deemed a waiver of the  
6 sovereign immunity of the Eastern Band of Cherokee Indians, or its officers, agents, or  
7 employees acting in their official capacities. To the extent that any other Tribal law may be  
8 interpreted as such a waiver of sovereign immunity for any claim or action related to  
9 distribution of per capita payments, it is hereby rescinded.

10 **Sec. 17-107. Minors and other legal incompetents.**

11 The interests of minor and legally incompetent members otherwise entitled to receive  
12 cannabis revenue distributions shall be protected as follows:

13 (a) Trust Fund for enrolled minor and incompetent members.

14 (1) The Tribe shall establish a legal trust (hereinafter "the Cannabis Trust Fund") for the  
15 benefit of all minor members and legally incompetent members who shall be eligible  
16 for distributions of revenues pursuant to this Article.

17 (2) Members of the Investment Committee shall serve as the Trustees of the Cannabis  
18 Trust Fund, provided that there shall be no fewer than three Trustees. The Trustees  
19 shall select an institutional Manager and such other advisors as they deem necessary,  
20 with suitable expertise and discretion to administer the Cannabis Trust Fund and  
21 invest its assets. The Cannabis Trust Fund shall be invested in a reasonable and  
22 prudent manner so as to protect the principal and seek a reasonable return.

23 (3) The Cannabis Trust Fund shall be established as a "grantor" trust, under which the  
24 Tribe is the grantor and owner of the trust for the benefit of its enrolled minor and  
25 incompetent members.

26 (4) The Cannabis Trust Fund shall comply with all applicable internal Revenue Code  
27 provisions and Internal Revenue Service (IRS) regulations, revenue procedures,  
28 revenue rulings, or other guidance in force from time to time, to ensure that amounts  
29 contributed to and held in the fund shall not be taxable to the individual enrolled  
30 member until they are actually distributed, or made available for distribution pursuant  
31 to this section, to the individual enrolled member. The necessary provisions to  
32 achieve these goals shall be included in the trust documents.

33  
34 (b) Distributions of cannabis revenue under this Article shall not be subject to the  
35 following:

36 (i) garnishment or assignment;

37 (ii) staggering of such distributions; and

38 (iii) advance distributions.  
39

1 **Sec. 17-108. Taxation.**

2 Distributions of cannabis revenues to individual members under the Tribe's general welfare  
3 exclusion are not subject to federal income taxation; provided, however, distributions of cannabis  
4 revenues by members as per capita payment (outside of the general welfare exclusion) are  
5 subject to federal income taxation and the latter shall be subject to the withholding of appropriate  
6 amounts for such tax payment in the manner and to the extent provided by applicable law.

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

13  
14 *Submitted by Mitchell Hicks, Principal Chief.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5003

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 17.)



CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

DATE: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

*A resolution to approve the research project entitled "American Indian Alumni Voices: Navigating Non-Native Campus Culture" by Dr. Sara Lute, Assistant Professor of Psychology at the University of North Carolina Asheville*

WHEREAS, the EBCI Medical Institutional Review Board (MIRB) has been assigned the task of reviewing health-related research requests made to the Eastern Band of Cherokee Indians; and

WHEREAS, the research project "American Indian Alumni Voices: Navigating Non-Native Campus Culture" seeks to identify themes that characterize past American Indian students' experiences at non-Native institutions,

WHEREAS, the project employs a mixed-methods approach to investigate the factors influencing the academic success and campus experiences of American Indian students.

WHEREAS, Indigenous student enrollment and persistence rates are reaching concerning lows and there is currently a critical gap in our understanding of students' personal perspectives and how their academic outcomes were specifically impacted

WHEREAS, The first part of the study focuses on the lived experiences of American Indian alumni who attended non-Native institutions and the second part uses data to measure how external factors and demographics influence graduation rates and persistence; the overall aim is to identify themes from these interviews to highlight key factors that may be impacting academic outcomes.

WHEREAS, This work has potentially large-scale implications, such as promoting institutional changes for improving campus cultures that affirm American Indian students. Furthermore, findings may direct researchers in exploring relevant aspects of the American Indian college experience.

WHEREAS The Medical Institutional Review Board (MIRB) has carefully reviewed this study and has determined that it meets all necessary ethical and research standards to ensure the safety and well-being of participants; and

WHEREAS The Secretary of the Public Health and Human Services Division (PHHS) has reviewed the request and the MIRB's recommendations and has also given approval; and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

WHEREAS, The researcher acknowledges that the EBCI has a non-exclusive license to all information obtained from this research. And all information obtained will be forwarded to the EBCI Secretary of PHHS for review and neither *Sara Lute* nor the Co-Investigators will use this information in any manner not authorized or in violation of Tribal law.

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, Sara Lute, Assistant Professor of Psychology at the University of North Carolina Asheville is hereby granted permission to carry out the above-named research project as described in her MIRB-approved proposal, carrying out all follow-up and reporting as required by the Medical Institutional Review Board.

BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby rescinded, and that this resolution shall become effective upon ratification by the Principal Chief.

*Submitted by: Sonya Wachacha, Secretary  
EBCI Public Health and Human Services Division  
on behalf of the EBCI Medical Institutional Review Board*

# TABLED

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

DATE: FEB 05 2026

RESOLUTION NO.: 122

*A resolution to approve the research project entitled "American Indian Alumni Voices: Navigating Non-Native Campus Culture" by Dr. Sara Lute, Assistant Professor of Psychology at the University of North Carolina Asheville*

WHEREAS, the EBCI Medical Institutional Review Board (MIRB) has been assigned the task of reviewing health-related research requests made to the Eastern Band of Cherokee Indians; and

WHEREAS, the research project "*American Indian Alumni Voices: Navigating Non-Native Campus Culture*" seeks to identify themes that characterize past American Indian students' experiences at non-Native institutions,

WHEREAS, the project employs a mixed-methods approach to investigate the factors influencing the academic success and campus experiences of American Indian students.

WHEREAS, Indigenous student enrollment and persistence rates are reaching concerning lows and there is currently a critical gap in our understanding of students' personal perspectives and how their academic outcomes were specifically impacted

WHEREAS, The first part of the study focuses on the lived experiences of American Indian alumni who attended non-Native institutions and the second part uses data to measure how external factors and demographics influence graduation rates and persistence; the overall aim is to identify themes from these interviews to highlight key factors that may be impacting academic outcomes.

WHEREAS, This work has potentially large-scale implications, such as promoting institutional changes for improving campus cultures that affirm American Indian students. Furthermore, findings may direct researchers in exploring relevant aspects of the American Indian college experience.

WHEREAS The Medical Institutional Review Board (MIRB) has carefully reviewed this study and has determined that it meets all necessary ethical and research standards to ensure the safety and well-being of participants; and

WHEREAS The Secretary of the Public Health and Human Services Division (PHHS) has reviewed the request and the MIRB's recommendations and has also given approval; and

1  
2 WHEREAS, The researcher acknowledges that the EBCI has a non-exclusive license to all  
3 information obtained from this research. And all information obtained will be  
4 forwarded to the EBCI Secretary of PHHS for review and neither *Sara Lute* nor the  
5 Co-Investigators will use this information in any manner not authorized or in  
6 violation of Tribal law.

7  
8 NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of  
9 Cherokee Indians, in Council assembled in which a quorum is present, Sara Lute,  
10 Assistant Professor of Psychology at the University of North Carolina Asheville  
11 is hereby granted permission to carry out the above-named research project as  
12 described in her MIRB-approved proposal, carrying out all follow-up and  
13 reporting as required by the Medical Institutional Review Board.

14  
15 BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby  
16 rescinded, and that this resolution shall become effective upon ratification by the  
17 Principal Chief.

18  
19 *Submitted by: Sonya Wachacha, Secretary*  
20 *EBCI Public Health and Human Services Division*  
21 *on behalf of the EBCI Medical Institutional Review Board*  
22  
23  
24



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5006

---

**Agenda Date:** 2/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 18.)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution to authorize the Tribe to conduct a census to for the purpose of adjusting Tribal Council voting weights.*

WHEREAS, Section 19 of the Charter and Governing Document imposes the weighted voting requirement on Tribal Council and requires that a census be conducted to determine the voting weight to be attributed to Tribal Council representatives from each township; and

WHEREAS, the requirements of Section 19 of the Charter and Governing Document are also expressed in CC Section 117-12; and

WHEREAS, both the Charter and the Cherokee Code the following in part:

“After the regular 1981 Tribal election and each ten years thereafter, the Tribal Council, at its first regular meeting, shall determine the total number of votes to be cast in the Tribal Council and shall allot a voting weight to each Council member. The individual voting weight shall be determined by computing the mathematical ratio, fraction or proportion that exists between the number of enrolled Tribal members residing in each township and the total number of enrolled members.”

WHEREAS, determining the voting weight to be given to each Tribal Council member requires knowing: (1) the number of enrolled Tribal members residing in each township; and (2) the total number of enrolled Tribal members regardless of where they live; and then calculating the ratio of the former to the latter; and

WHEREAS, the Tribe has not conducted a census suitable for this purpose and has not adjusted Tribal Council voting weights since 2001, when Resolution No. 20 (2001) was passed; and

WHEREAS, the Tribe should conduct a census to gather the necessary information to adjust voting weights for Tribal Council, and with the information obtained should adjust voting weights.

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 Tribe shall fund and conduct, or shall contract with others to conduct, a census for the purposes expressed in Section 19 of the Charter and Governing Document and

1 CC Section 117-12, that is, to adjust the weight to be given to Tribal Council  
2 representatives from each township.  
3

4 BE IT FURTHER RESOLVED, that if the Tribe's Enrollment Office has the required  
5 information and such information is deemed by Tribal Council to satisfy the  
6 requirements of the Charter and of the Cherokee Code provide an accurate count  
7 of how many enrolled Tribal members reside in each township vs. how many  
8 enrolled Tribal members exist regardless of where they reside, then the Tribe may  
9 use the such information to adjust Tribal Council voting weights.  
10

11 BE IT FURTHER RESOLVED, that Tribal Council and the Principal Chief shall identify the  
12 persons and Tribal programs that are primarily responsible for moving this project  
13 forward.  
14

15 BE IT FURTHER RESOLVED, that if it is necessary to contract for services to conduct a census  
16 or otherwise gather the information necessary to carry out the purpose of this  
17 resolution, then the cost for the contact(s) shall be paid from the General Fund.  
18

19 BE IT FINALLY RESOLVED that all prior resolutions that are inconsistent with this resolution  
20 are hereby rescinded and this resolution shall be effective upon ratification by the  
21 Principal Chief.  
22

23  
24 *Submitted by Tribal Council.*

# AMENDED TABLED

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: FEB 05 2026

## RESOLUTION NO. 125 (2026)

*A resolution to authorize the Tribe to conduct a census to for the purpose of adjusting Tribal Council voting weights.*

WHEREAS, Section 19 of the Charter and Governing Document imposes the weighted voting requirement on Tribal Council and requires that a census be conducted to determine the voting weight to be attributed to Tribal Council representatives from each township; and

WHEREAS, the requirements of Section 19 of the Charter and Governing Document are also expressed in CC Section 117-12; and

WHEREAS, both the Charter and the Cherokee Code the following in part:

“After the regular 1981 Tribal election and each ten years thereafter, the Tribal Council, at its first regular meeting, shall determine the total number of votes to be cast in the Tribal Council and shall allot a voting weight to each Council member. The individual voting weight shall be determined by computing the mathematical ratio, fraction or proportion that exists between the number of enrolled Tribal members residing in each township and the total number of enrolled members.”

WHEREAS, determining the voting weight to be given to each Tribal Council member requires knowing: (1) the number of enrolled Tribal members residing in each township; and (2) the total number of enrolled Tribal members regardless of where they live; and then calculating the ratio of the former to the latter; and

WHEREAS, the Tribe has not conducted a census suitable for this purpose and has not adjusted Tribal Council voting weights since 2001, when Resolution No. 20 (2001) was passed; and

WHEREAS, the Tribe should conduct a census to gather the necessary information to adjust voting weights for Tribal Council, and with the information obtained should adjust voting weights.

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 Tribe shall fund and conduct, or shall contract with others to conduct, a census for the purposes expressed in Section 19 of the Charter and Governing Document and

1 CC Section 117-12, that is, to adjust the weight to be given to Tribal Council  
2 representatives from each township.  
3

4 BE IT FURTHER RESOLVED, that if the Tribe's Enrollment Office has the required  
5 information and such information is deemed by Tribal Council to satisfy the  
6 requirements of the Charter and of the Cherokee Code provide an accurate count  
7 of how many enrolled Tribal members reside in each township vs. how many  
8 enrolled Tribal members exist regardless of where they reside, then the Tribe may  
9 use the such information to adjust Tribal Council voting weights.  
10

11 BE IT FURTHER RESOLVED, that Tribal Council and the Principal Chief shall identify the  
12 persons and Tribal programs that are primarily responsible for moving this project  
13 forward.  
14

15 BE IT FURTHER RESOLVED, that if it is necessary to contract for services to conduct a census  
16 or otherwise gather the information necessary to carry out the purpose of this  
17 resolution, then the cost for the contact(s) shall be paid from the General Fund.  
18

19 BE IT FINALLY RESOLVED that all prior resolutions that are inconsistent with this resolution  
20 are hereby rescinded and this resolution shall be effective upon ratification by the  
21 Principal Chief.  
22

23  
24 *Submitted by Tribal Council.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5018

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 19.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

DATE: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

*A resolution to approve the research project entitled "Automatic External Defibrillators in Rural and American Indian and Alaskan Native Populations" by Audrey Blewer, Assistant Professor, Duke University*

WHEREAS, The Tribe's Medical Institutional Review Board (MIRB) has been assigned the task of reviewing health-related research requests made to the Eastern Band of Cherokee Indians; and

WHEREAS, The MIRB has reviewed and approved a research request made by Audrey Blewer, Duke University, entitled "Automatic External Defibrillators in Rural and American Indian and Alaskan Native Populations"; and

WHEREAS, Cherokee Tribal EMS serves the Qualla Boundary and surrounding rural communities, including the Great Smoky Mountains National Park, and has identified challenges in community understanding of defibrillation and AED use, awareness of AED locations, and variation in available AED devices, which can affect training consistency and emergency response; and

WHEREAS, Cherokee Tribal EMS has secured grant and other funding to purchase 60 new Automated External Defibrillators (AEDs) for Tribally managed buildings to ensure consistency in brand, appearance, and operation, and this research aligns with and strengthens the EMS mission to provide state-of-the-art pre-hospital care and community education to improve survival from cardiac arrest; and

WHEREAS, Cherokee Tribal Emergency Medical Services, under the leadership of Tribal EMS Chief Zach Stutts, has formally expressed strong support for this research and has committed to collaboration in recruitment, interviews, and community engagement activities; and

WHEREAS, early access to defibrillation significantly improves survival from out-of-hospital cardiac arrest (OHCA), yet bystander AED use nationally remains low at approximately 1–4%, and rural and American Indian/Alaska Native communities experience disproportionate cardiovascular disease burden and reduced likelihood of AED application; and

WHEREAS, the purpose of this study is to identify gaps in Automated External Defibrillator (AED) knowledge, awareness, and training within rural and Tribal communities

1 and to co-develop, in partnership with the Eastern Band of Cherokee Indians  
2 (EBCI), an educational implementation roadmap to strengthen CPR and AED  
3 access, training, and innovative strategies; and  
4

5 WHEREAS, the study will involve a minimum of 20 adult community members and key  
6 informants participating in voluntary semi-structured interviews and focus groups  
7 to assess community knowledge, barriers, and best practices related to CPR and  
8 AED training, with participants offered appropriate compensation; and  
9

10 WHEREAS, the research includes safeguards to ensure voluntary participation, informed  
11 consent, protection of privacy and confidentiality, crisis response protocols, and  
12 adherence to Tribal data sovereignty standards; and  
13

14 WHEREAS, the study is supported by the American Heart Association and includes  
15 collaboration with EBCI Public Health, Tribal EMS, and community leadership  
16 through a Community Advisory Board to ensure Tribal engagement and culturally  
17 respectful implementation; and  
18

19 WHEREAS The Secretary of the Public Health and Human Services Division (PHHS) has  
20 reviewed the request and the MIRB's recommendations and has also given  
21 approval; and  
22

23 WHEREAS, The researcher acknowledges that the EBCI has a non-exclusive license to all  
24 information obtained from this research. And all information obtained will be  
25 forwarded to the EBCI Secretary of PHHS for review and neither *Audrey Blewer*  
26 nor the Co-Investigators, *Leo Brothers and Megan Oakes*, will use this information  
27 in any manner not authorized or in violation of Tribal law.  
28

29 NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of Cherokee  
30 Indians, in Council assembled in which a quorum is present, Audrey Blewer,  
31 Assistant Director, Duke University is hereby granted permission to carry out the  
32 above-named research project as described in her MIRB-approved proposal,  
33 carrying out all follow-up and reporting as required by the Medical Institutional  
34 Review Board.  
35

36 BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby  
37 rescinded, and that this resolution shall become effective upon ratification by the  
38 Principal Chief.  
39

40 *Submitted by: Sonya Wachacha, Secretary*  
41 *EBCI Public Health and Human Services Division*  
42 *on behalf of the EBCI Medical Institutional Review Board*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5019

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 20.)

DATE: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

*A Resolution to Approve the Research Project Entitled "A Community-Driven Approach to Maternal Mental Health for Indigenous Women in the Nurse-Family Partnership Program within the Eastern Band of Cherokee Indians (EBCI)" by Angie Trombley*

WHEREAS, the EBCI Medical Institutional Review Board (MIRB) has been assigned the responsibility of reviewing health-related research requests made to the Eastern Band of Cherokee Indians; and

WHEREAS, Angie Trombley has submitted a research proposal entitled "A Community-Driven Approach to Maternal Mental Health for Indigenous Women in the Nurse-Family Partnership Program within the Eastern Band of Cherokee Indians (EBCI)" for review and approval; and

WHEREAS, the Nurse-Family Partnership (NFP) Program is an evidence-based maternal and child health home visiting program serving pregnant women and their babies, which was started within the Eastern Band of Cherokee Indians in 2013; and

WHEREAS, the proposed research will be conducted in partnership with the EBCI NFP Program and seeks to better understand maternal mental and behavioral health experiences among mothers enrolled in the program, with the goal of improving culturally responsive mental health services and strengthening support systems for Indigenous families; and

WHEREAS, the research will utilize a mixed-methods evaluation approach, including voluntary interviews and/or focus groups with participating mothers, nurses, and PMHNP students and faculty; the use of standardized mental health screening tools such as depression, anxiety, substance use, and intimate partner violence assessments; program survey instruments; and analysis of Nurse-Family Partnership program data to evaluate maternal engagement and outcomes, with all activities conducted under approved informed consent and confidentiality protections; and

WHEREAS, this research is required as part of the grant awarded to EBCI to support participation in the Center for Indigenous Research Collaboration and Learning for Home Visiting (CIRCLE-HV) initiative, and fulfills the evaluation and research components associated with that funding; and

1 WHEREAS, the study will involve approximately 40 participants, including EBCI enrolled  
2 mothers in the EBCI NFP program, EBCI NFP nurses, and Psychiatric Mental  
3 Health Nurse Practitioner (PMHNP) students and faculty from Western Carolina  
4 University, and has been determined to present no more than minimal risk to  
5 participants; and  
6

7 WHEREAS, the research includes safeguards to ensure voluntary participation, informed  
8 consent, protection of privacy and confidentiality, crisis response protocols, and  
9 adherence to Tribal data sovereignty standards; and  
10

11 WHEREAS, the MIRB has carefully reviewed the protocol and determined that it meets  
12 applicable ethical standards and federal regulations for the protection of human  
13 subjects; and  
14

15 WHEREAS, the Secretary of the Public Health and Human Services Division (PHHS) has  
16 reviewed the request and the MIRB's recommendations and has given approval;  
17 and  
18

19 WHEREAS, the researcher acknowledges that the EBCI has a non-exclusive license to all  
20 information obtained from this research. And all information obtained will be  
21 forwarded to the EBCI Secretary of PHHS for review and Angie Trombley, will  
22 not use this information in any manner not authorized or in violation of Tribal  
23 law.  
24

25 NOW THEREFORE BE IT RESOLVED, by the Tribal Council of the Eastern Band of  
26 Cherokee Indians, in Council assembled in which a quorum is present, Angie  
27 Trombley, Assistant Professor-Director PMHNP DNP Program at Western  
28 Carolina University is hereby granted permission to carry out the above-named  
29 research project as described in her MIRB-approved proposal, carrying out all  
30 follow-up and reporting as required by the Medical Institutional Review Board.  
31

32 BE IT FINALLY RESOLVED, that all resolutions inconsistent with this resolution are hereby  
33 rescinded, and that this resolution shall become effective upon ratification by the  
34 Principal Chief.  
35

36 Submitted by: Sonya Wachacha, Secretary  
37 EBCI Public Health and Human Services Division  
38 on behalf of the EBCI Medical Institutional Review Board  
39  
40  
41  
42



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5020

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 21.)

**CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA**

\_\_\_\_\_  
**Date**

**RESOLUTION NO. \_\_\_\_\_ (2026)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10 WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Fire Department is an essential  
11 program that provides fire safety services to the community and surrounding  
12 areas; and

13  
14 WHEREAS, the Fire Department has identified a funding opportunity from the Dogwood  
15 Health Trust, to become National Fire Protection Association (NFPA) compliant  
16 and provide better communication and mutual aid with surrounding agencies; and  
17

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

19  
20 WHEREAS, there is no grant match required.  
21

22 NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee  
23 Indians, in Council assembled and at which a quorum is present, that the EBCI  
24 Fire Department is authorized to apply for and accept funding from the Dogwood  
25 Health Trust in the estimated amount of \$289,928 for FY26-27.  
26

27 BE IT FINALLY RESOLVED that the Principal Chief is authorized to carry out the intent of  
28 this resolution, which shall remain in effect until implemented or rescinded.  
29

30  
31 *Submitted by Brandi Claxton, Secretary of Treasury, on behalf of the EBCI Fire Department*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5021

---

**Agenda Date:** 3/5/2026

**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)**

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) Health Delivery Administration Program provides leadership to support effective Public Health and Human Services (PHHS) programs and to improve the population health of all Cherokee residents; and

WHEREAS, the Health Delivery Administration Program has identified a funding opportunity from the U.S. Department of Labor (DOL) Veterans' Employment and Training Service (VETS) for a Homeless Veterans' Reintegration Program (HVRP) that will support a homeless veterans shelter for the EBCI to ultimately improve the health and well-being of the community; and

WHEREAS, personnel costs will be covered by this grant and have not been determined at this time; 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 Health Delivery Administration Program is authorized to apply for and accept funds from the U.S. Department of Labor (DOL) Veterans' Employment and Training Service (VETS) in the estimated amount of \$1,500,000 for FY26-29.

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 Health Delivery Administration Program*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5022

---

**Agenda Date:** 3/5/2026

**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)

*A resolution to approve a budget amendment.*

WHEREAS, there is a need to amend the FY26 Emergency Telephone budget to increase Use of Fund Balance for equipment purchases approved by the NC 911 Board.

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 Emergency Telephone 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 Public Safety Communications Center*

**Exhibit "A"**

- 1 I. Changes to "Tribal" as follows:
- 2 a. Increase to "Equipment Purchase" expense \$17,649;
- 3 b. Increase to "Use of Fund Balance" revenue (\$17,649);

 <b>Eastern Band of Cherokee Indians</b> <b>Unapproved Budget Transfer Form</b>								
Program: EMERGENCY TELEPHONE				Journal #: 5.2026.51056				
Grant #	Inc or Dec	Account Name	GL Account Number	Available Balance	Original Budget	Current Budget	Amendment	Revised
00000	Increase	EQUIPMENT PURCHASE	2705.15.706.7300.00000.	\$19,376.84	\$20,079.00	\$20,079.00	\$17,649.00	\$37,728.00
	Increase	USE OF FUND BALANCE	2705.15.706.9599.00000.	(\$89,523.00)	(\$89,523.00)	(\$89,523.00)	(\$17,649.00)	(\$107,172.00)
							<b>0.00</b>	

Exhibit "B"

 Outlook

---

EBCI New server requests

---

From PSAP Eligibility Request <PSAPEligibilityRequest@nc.gov>  
Date Thu 12/18/2025 1:02 PM  
To Cheyenne Pete <cpete@ebci-nsn.gov>  
Cc Conner, Stephanie A <stephanie.conner@nc.gov>; PSAP Eligibility Request <PSAPEligibilityRequest@nc.gov>

 1 attachment (866 KB)  
20251218 EBCI Pri and BU Servers FINAL.pdf;

Good afternoon, Cheyenne,

Please see the attached final Dell Server quote. Total ETSF eligible is **\$17,648.55**.

Thank you!

**Gianna Schettino**  
Financial Review Specialist  
North Carolina 911 Board  
N.C. Department of Information Technology  
Office: 919-754-6783  
Cell: 984-318-2302  
[gianna.schettino@nc.gov](mailto:gianna.schettino@nc.gov)  
[NC 911 Board Website](#)

---

**From:** Cheyenne Pete <cpete@ebci-nsn.gov>  
**Date:** Monday, December 1, 2025 at 8:50 AM  
**To:** PSAP Eligibility Request <PSAPEligibilityRequest@nc.gov>  
**Subject:** [External] New server requests

**CAUTION:** External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good morning,

Here is the quote provided by our IT department for two new/upgraded servers. Microsoft is ending support for our current servers in October 2026.

The scope of work for these will be identical: Southern Software CAD, Southern Software MDS, Southern Software MDIS, Southern Software RMS, Total Response Call Handler, Total Response Administrator, Total Response Quality Assessment, Total Response Supervisor, neverfail, and SQL Server. One server will serve as our primary center server, and the other is the duplicate that is housed at our backup center.

If you need anything else from me, please let me know.

Thanks,



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5023

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 24.)

24

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**

<b>No.</b>	<b>Program</b>	<b>Description</b>	<b>Request Type</b>	<b>Funding Source</b>	<b>Current Approved Amount</b>	<b>Request Amount</b>	<b>Revised Total Amount</b>	<b>Backup Page No.</b>
1.	Fire Department	Fire Extinguisher Trainer	Capital	CIP	\$0	\$14,336	N/A	3-5
2.	Animal Control	Diamond Deluxe Animal Transport Box	Capital	CIP	\$0	\$18,935	N/A	6-13

**Total Requested Funding**

Tribal: \$33,271

Grant: \$0

## Exhibit B: Fire Department - Fire Extinguisher Trainer



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:	2/17/26
Log #:	26-257

### Program Information

Division Operations Program # 104 Program Name Cherokee Fire Department

Project/Purchase: Fire Extinguisher Trainer Category: Technology Purchase

### Project/Purchase Overview

Please provide a detailed narrative:

The Quick Fire Fire Extinguisher trainer is a technology-based training tool that would be used for fire prevention events with children, as well as for training department personnel. This equipment would replace the current extinguisher trainer, which is outdated and no longer operational.

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: \$14,336.00

Funds from Other Sources:  
(provide explanation & account) \_\_\_\_\_

Tribal Funds Requested: \$ 14,336.00

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) | Vendor | Quote | Date |
| 2) | Vendor | Quote | Date |
| 3) | Vendor | Quote | Date |

## Exhibit B: Fire Department - Fire Extinguisher Trainer

**Sole Source Justification**

NAFECO is a regional representative for the Extinguisher Trainer and is the vendor we use for this piece of equipment. They provide sales, services, testing and shipping for all needs.

**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.

Tevin Smoker

Submitted By (Print Name)

Divisional Secretary (Print Name)

  
Tevin Smoker (Feb 6, 2026 14:43:29 EST)

02/06/2026

  
Divisional Secretary (Feb 6, 2026 14:40:34 EST)

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:

- |  |  |
|--|--|
| <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

2/16/26

Completed Request Received Date

Tamitha Fourkiller 2/19/2026

Financial Analyst

Date

Grants Analyst (if applicable)

Date

Request Approved

Approval Level: \_\_\_\_\_

Request Denied

Signature: \_\_\_\_\_

Date

## Exhibit B: Fire Department - Fire Extinguisher Trainer



North America Fire Equip. Inc.  
 D.B.A. NAFECO  
 P.O. Box 2928  
 Decatur, AL 35602-2928  
 (800) 628-6233

**Quotation**  
 Q3125022450723

Date: 2026-02-24  
 Expires: 2026-04-30  
 FOB:

Customer Number: CHE175  
 Customer Information: CHEROKEE FIRE DEPARTMENT  
 Address: 825 ACQUONI RD  
 CHEROKEE, NC 28719

Attention: JEREMEY BALNKERSHIP  
 Phone: 828-497-6584  
 Email: jereblan@ebci-nsn.gov  
 Prepared By: Steve Anderson

Qty	Item #	Description	Each	Total
1	QFXR001	QuickFire™ XR Fire Extinguisher Trainer is a mixed reality fire extinguisher trainer.  Includes: VIVE Focus Vision Headset with Controllers LION XR Extinguisher Screen Casting Device Multi-Country AC Adapter (2) Focus Series Headset Battery Instructor Tablet- Galaxy Tab A9+ Tablet Controller with Protective Case QuickFire Transport Case	\$8,995.00	\$8,995.00
1	QFXRS3	3 Year - User Management, Content Management, Reporting and Analytics	\$5,300.00	\$5,300.00
			Subtotal	\$14,295.00
			Freight	\$41.00
			<b>Total</b>	<b>\$14,336.00</b>

*tax to be determined*

### Thank you for your business!

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: [nafeco.com](http://nafeco.com)

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233



## Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box

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:	2/18/26
Log #:	26-260

### Program Information

Division Operations Program # 100 Program Name Animal Control  
 Project/Purchase: "Diamond deluxe" animal transport box Category: Capital Request

### Project/Purchase Overview

Please provide a detailed narrative:

The Animal Control program is in need of a new customized animal box to be installed on an existing truck. The box is used to transport stray animals after capture.

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: \$ 18,935.00

Funds from Other Sources:  
 (provide explanation & account) \_\_\_\_\_

Tribal Funds Requested: \$ 18,935.00

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) Jackson Creek Manufacturing Inc.	\$	18,935.00	2/10/26
Vendor	Quote		Date
2) _____			
Vendor	Quote		Date
3) _____			
Vendor	Quote		Date

**Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box**

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.

Michael LaVoie  
Submitted By (Print Name)

Anthony Sequoya  
Divisional Secretary (Print Name)

*[Signature]* 2/13/26  
Submitter Signature Date

*[Signature]*  
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 #: ~~1100.15.100.9110.00000~~ 3700.10.700.9110.00000 LJ

2/13/26  
Completed Request Received Date

*[Signature]* 2/18/26  
Financial Analyst Date

\_\_\_\_\_  
Grants Analyst (if applicable) Date

Request Approved Approval Level: \_\_\_\_\_

Request Denied Signature: \_\_\_\_\_ Date

## Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box



EASTERN BAND OF CHEROKEE INDIANS  
SOLE SOURCE JUSTIFICATION  
CAPITAL PROJECTS OR PURCHASES

Division: Operations Program Name: Animal Control

Secretary: Anthony Program Manager: Shane

Project/Purchase: Animal Transport

Contractor/Vendor: Jackson Creek Manufacturing

### PROJECT/PURCHASE OVERVIEW

Please provide a detailed narrative of the project/purchase:

The Animal Control department is in need of a transport box to hold and transport stray animals. The program currently has a truck where the box will be installed.

Explain how and why it is necessary to contract/purchase non-competitively for this project:

Example: only supplier, proprietary service, original installer, holds service contract, compatibility, only bid/quote.

To the program's knowledge this is the only company in our area that customizes and sell's this specific "Diamond Deluxe" animal control box. The program has worked with this company for over 20-years and has received exceptional service at competitive pricing.

### DECLARATION

I hereby affirm that the contractor has been selected as a sole source of the goods or services being sought. The justification for this selection is provided in the appropriate area(s) on this form. This selection conforms with the A-102 Common Rule as well as Tribal Code Section 117.45 - Code of Conduct.

Attach completed form to Purchase or Lease Authorization Form prior to submitting to purchasing for approval.

[Signature] 2/13/26  
Submitted By Date

[Signature] Anthony Sequoyah (Feb 13, 2026 13:07:31 EST)  
Secretary Date

## Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box



P.O. Box 37  
318 Klopman Mill Rd.  
Denton, N.C. 27239

Info.: (336) 859-4561  
Orders: 888-221-7823  
[www.jacksoncreekmfg.com](http://www.jacksoncreekmfg.com)

### Model # BM96S

Totally enclosed, slide-in unit for full size, short bed trucks

#### Standard Features:

- **Superior Appearance:** This goes a long way in promoting the image of the officer in the field
- **All Aluminum:** The DIAMOND DELUXE unit is constructed entirely of aluminum. This gives it years of durability while never cracking or needing to be repainted like other units. The exterior and floors are TREAD BRITE aluminum. The interior walls are smooth aluminum. The frame and structure is also entirely aluminum.
- **Lightweight:** Aluminum is lighter than steel or fiberglass. This lighter weight equates to less wear and tear on the vehicle as well as improved fuel economy.
- **Insulated:** All exterior walls are insulated with a 1" lined insulation.
- **Ventilated:** Standard units have operable louver vents on doors for ventilation.
- **Swing Center Divider:** Standard on all units is one swinging compartment divider/door. This can be opened up so the two compartments become one large compartment. This can then be used for transporting large animals, traps, etc.
- **Storage Compartment:** All units come standard with a locking storage compartment large enough for catch poles, tranquilizer poles, etc.
- **Wash-Thru:** Standard on all units is a 1" opening at the bottom of compartment dividers for wash-thru ability when cleaning after use.
- **Sizes:** All units are available for long wheel base or short wheel base trucks, full size or compact size. We can custom build to YOUR specifications.
- **Hinges:** Full length piano hinges on all compartment doors.
- **Lights:** Body lights and reflectors per Federal regulations.
- **Warranty:** Two year warranty on all DIAMOND DELUXE units.

## Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box



*P.O. Box 37  
318 Klopman Mill Rd.  
Denton, N.C. 27239*

*Info.:(336)859-4561  
Orders: 888-221-7823  
[www.jacksoncreekmfg.com](http://www.jacksoncreekmfg.com)*

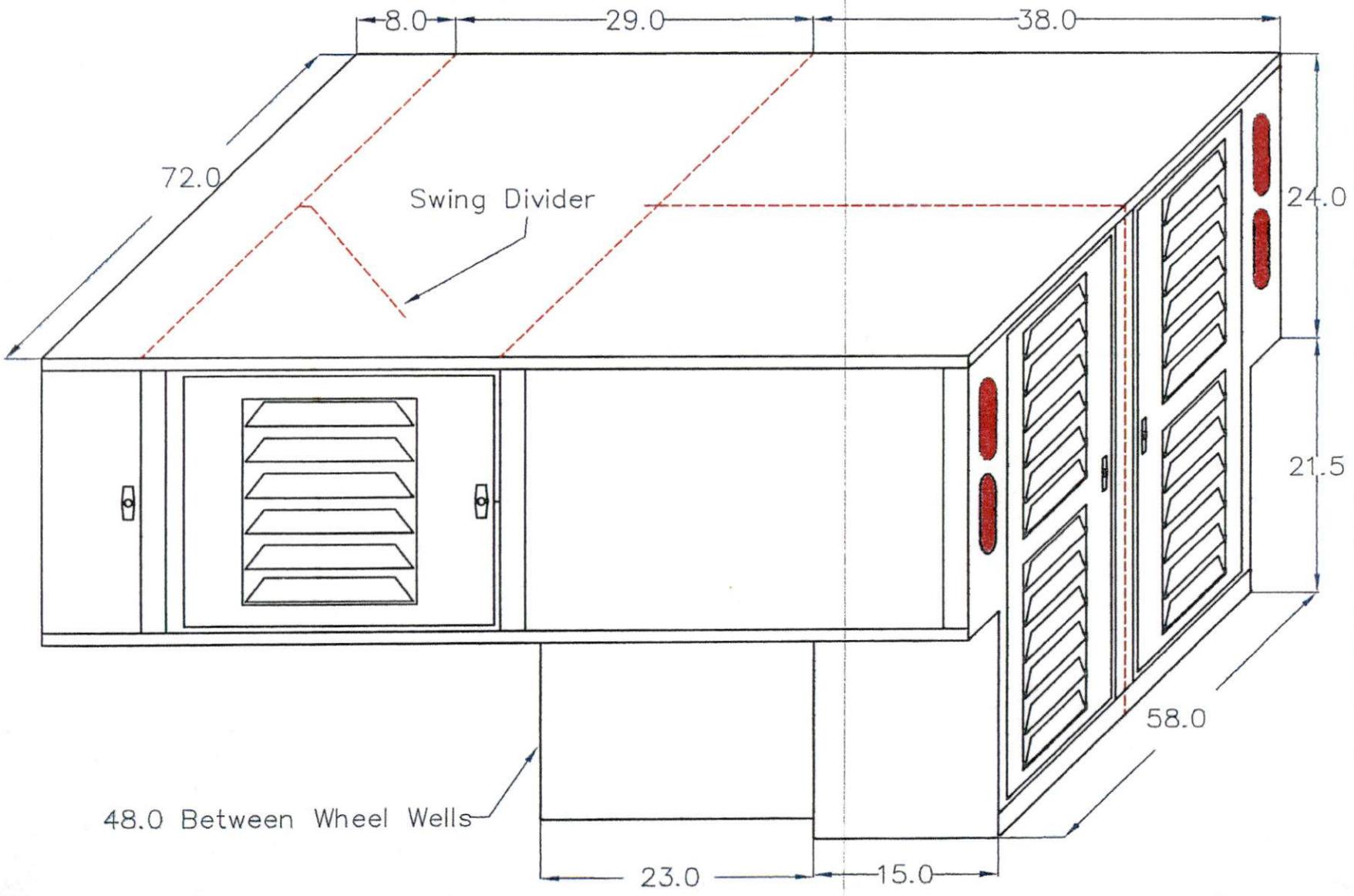
### Compartment Sizes:

#1: 8" wide X 24" tall X 72" deep	Locking storage compartment just behind the cab of the truck
#2,3: 29" wide X 24" tall X 36" deep	These two compartments are the middle compartments. The center divider is hinged so it can be opened to form one large compartment for hauling large traps.
#4,5: 36" wide x 41" tall x 38" deep	These two compartments are at the rear of the unit. Solid divider with 1" opening for wash-thru.

These are the standard compartment sizes. If needed, we can usually modify the dimensions to fit your specific needs with minimal, if any, additional costs.

Thank You for Your Business and God Bless

# BM96 Shortbed



## Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box

Jackson Creek Manufacturing Inc.

## Quote

P.O. Box 37  
 318 Klopman Mill Rd.  
 Denton, NC 27239-7795

Date	Quote #
2/10/2026	14542

Name / Address
Eastern Band of Cherokee Indians 88 Council House Lp Cherokee NC 28719

Ship To
Cherokee Animal Control 42 Lee Taylor Road Whittier NC 28789

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
BM96S	DIAMOND DELUXE Bed-Mount Unit, Totally Enclosed Unit for Full Size, Short Bed Truck (6'6") Mounting on 2025 Chevrolet Silverado 1500, 6.5' Bed	1	14,200.00	14,200.00
SafetyDoor	Safety Door (entire unit)	1	1,145.00	1,145.00
IntLights	Interior Lights (all animal and storage compartments)	5	133.00	665.00
Fresh Air Delivery...	Fresh Air Delivery System	1	1,045.00	1,045.00
Fldlight	Flood Light (one each side, one on rear)	3	360.00	1,080.00
Install	Installation of BM Unit	1	800.00	800.00
***Quote is Valid for 30 (Thirty) Days*** ***Estimated Completion Five to Six Months ARO*** ***If truck is not received within 60 days of completion of body, payment of one half will be required, remainder due when truck is completed and delivered*** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 Contact: Warren Brown, wbrown@jacksoncreekmfg.com *****Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer***** *****All Truck Body Installations Meet FMVSS 111 Requirements*****				
			Total	\$18,935.00

**Exhibit C: Animal Control - Diamond Deluxe Animal Transport Box**





# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5024

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 25.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

\_\_\_\_\_ Date

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution to update the Fiscal Management Policy*

WHEREAS, Resolution No. 693 (2019) requires amendments to the Fiscal Management Policy to be made by resolution and;

WHEREAS, there is a need to amend sections 400 – Procurement Policy and 500 – Travel Policy of the Fiscal Management Policy;

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 Management Policy will be updated with the changes made in Exhibit “A”.

BE IT FINALLY RESOLVED that all resolutions inconsistent with this resolution are rescinded, and this resolution shall become effective upon ratification by the Principal Chief.

*Submitted by Brandi Claxton, Secretary of Treasury*

## Exhibit "A"

### 400 – PROCUREMENT POLICY

#### OVERVIEW

The policies in this section explain the principles and policies that all staff shall adhere to in the completion of designated procurement responsibilities. It is the policy of EBCI to follow a practice of ethical, responsible and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. It is also EBCI's policy that all procurement must meet the following standards of propriety:

- Are for official tribal business purposes only.
- Are necessary under the circumstances.
- Avoid acquisition of unnecessary or duplicative items.
- Represent a reasonable price.
- Are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- Maintain records sufficient to detail the history of procurement.

The policies described in this section apply to all purchases of goods and services. Additional procedures may apply for purchases of technology (see Item 8 below, Technology procurement), purchase of capital assets (see Section 1300, Capital Asset Policy), and purchases of vehicles (see Section 1800, Fleet Policy).

**This policy is intended to be neither all-inclusive nor to address every situation which may arise. Questions about specific situations not addressed in this policy should be addressed to the Office of Budget & Finance.**

#### POLICY REQUIREMENTS

##### 1. Ethical conduct in procurement

Ethical conduct when conducting purchasing activities is ~~an absolute~~ essential. The following principles are to be observed by all personnel involved in the procurement function.

1. Give first consideration to the objectives and policies of EBCI and the Tribal program.
2. Strive to obtain the maximum value for each dollar of expenditure.
3. Decline personal gifts or gratuities. Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services. Staff shall notify their immediate supervisor if they are offered such gifts.
4. Grant all competitive suppliers equal consideration insofar as tribal or federal law and policy permit.

5. Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
6. Demand honesty in sales representation whether offered through a verbal or written statement, an advertisement, or a sample of the product.
7. Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing purposes.
8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier.
9. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business.
10. Cooperate with trade, industrial and professional associations and with governmental and private agencies for the purposes of promoting and developing sound business methods.
11. Foster fair, ethical, and legal trade practices.

2. Conflict of interest and collusion

No officer, employee, or Tribal agent shall participate in the selection or administration of a vendor if a real or apparent conflict of interest exists. Such a conflict would arise if an officer, employee or agent, or any member of his/her immediate family, his/her spouse/partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the vendor selected.

3. Competitive procurement

All purchases and contracts shall be procured competitively except when the following conditions are present:

- Procurement of \$4,999.99 or less, except for instances where a qualified Tribal Employment Rights Ordinance (TERO) vendor exists.
- Procurement made from a contract or agreement written by a federal, state, or local government agency or government cooperative for identical goods or services. The agreement or contract must have been formally competed or renewed within the last twelve (12) months by the agency.
- The goods are available through another Tribal entity or other Tribal entity's contract (see EBCI's Code of Ordinances, Sec. 92-26. - Exemption—Tribal entities procuring from other Tribal entities, Ordinance 736).
- The item is only available from a ~~sole source or single~~ lone source.

- There is a public emergency.
- If federal award monies are being utilized and the federal awarding agency authorizes non-competitive proposals.
- Negotiated procurement after rejection of all bids/proposals;
- Negotiation for special or unique services.

NOTE: All procurement transactions will be conducted in a manner providing full and open competition. Undue restrictions may not be used, such as:

- Placing unreasonable requirements on vendors for them to qualify to do business
- Requiring unnecessary experience or bonding
- Noncompetitive pricing practices between firms or affiliated companies
- Noncompetitive awards to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying a "brand name" product instead of allowing "an equal" product to be offered
- Any arbitrary action in the procurement process

#### 4. Supplier diversity

EBCI requires that minority and women-owned business concerns shall have the maximum practicable opportunity to participate as suppliers of Tribal requirements for goods and services, including construction, whether purchase with contract, grant or Tribal Funds. TERO requires that all employers who are engaged in operating a business on tribal lands give preference to qualified Indians in all aspects of employment, contracting, and other business activities. The Tribal Business Preference Law, Section 92 of the Tribal Code establishes the steps to be certified as an Indian owned economic entity entitled to a preference under this law.

#### 5. Tax exemption

As a federally recognized tribe, EBCI is exempt from paying state sales tax on goods delivered within reservation boundaries. Tribal programs are responsible for requesting tax exempt status on all applicable purchasing accounts. The Office of Budget & Finance will provide assistance as necessary.

#### 6. Use of purchase orders and contracts

A Purchase Order or Contract must be issued prior to placing any orders for goods or services. Initiating procurement with a Requisition number is prohibited.

A contract will be required when deemed necessary based on the complexity of the commodity or service provided.

## 7. Contract administration

The Office of Attorney General (OAG) reviews all EBCI contracts, including revenue contracts, Service Agreements, Memoranda of Agreement, Lease/Maintenance Agreements and any other binding document to ensure the protection of the Tribe and its assets.

## 8. Technology procurements

All technology related purchases must be authorized by the Office of Information Technology (OIT), regardless of the purchase amount. EBCI will not reimburse or support the purchase of any technology related item, unless the purchase was made through and/or with the approval of OIT. This requirement ensures:

- Compatibility with the Tribe's network environment.
- Compliance with Tribe's technology security policy, as applicable.
- Suitability based on needs.
- Licensing compliance for software purchase.
- Efficient support of hardware and software acquired.
- Availability of sufficient resources (including initial and recurring costs).
- Ability to leverage existing agreements with hardware, software, network, and telecommunication vendors, service agencies, multimedia companies, software developers among others.

## 9. Leases and rental agreements

Capital and operating leases are prohibited. Short term (less than one year) month-to-month rental agreements are permitted with the approval of the Secretary of Treasury.

## 10. New vendor establishment and maintenance

All vendors must be duly established in EBCI's vendor management system **prior to transacting business to be able to transact business** with the EBCI. The Office of Budget & Finance is responsible for establishing new vendors and making any subsequent vendor profile updates in the system. On an annual basis the Office of Budget & Finance conducts a review of the vendors registered in the accounting system and any vendors identified as inactive for a period of three or more years, will be inactivated.

## 11. Authority and approval levels

Tribal Council authorizes the implementation of procedures to delegate purchasing and signing authority to executive leadership and administrators **through Munis workflow. Requisition and contract approval authority is Spending limits and contract signing authority is delegated** as follows:

Approval Authority by ~~Requisition~~ Dollar Amount

Purchase <del>Requisition</del> Amount	Manager	Director	Secretary	Principal Chief
Up to \$9,999.99	√			
\$10,000 to \$49,999.99	√	√		
\$50,000 to \$99,999.99	√	√	√	
\$100,000 and greater	√	√	√	√

12. Methods of procurement

EBCI uses various purchasing methods as determined by the amount and the nature of the procurement.

EBCI's Purchasing Methods

Purchasing Method		Description
1	Tribal Micro-Purchase	Purchases of goods and services up to \$4,999.99.
2	Tribal Small Purchase	Purchases of goods and services between \$5,000 and less than \$24,999.99, based on a bidding process.
3	Competitive Bids	Purchases of goods and services over \$25,000 when the selection is based solely on price. Process does not include discussions or negotiations with bidders.
4	Request for Proposal	Purchases of goods and services over \$25,000 when the selection is on criteria other than price. Process can involve discussions or negotiations with bidders. All programs shall use standard RFP documents.
5	Technology Procurement	Involve the purchases of computers and peripheral devices (e.g. printers, scanners, LCD projectors, digital cameras, software, video cards, and network cards) that are attached to or used with a computer. Must be authorized by the Office of Information Technology, regardless of the purchase amount.
6	Grant-Funded Procurement	In using federal funds for procurements, EBCI is bound to adhere to all of the procurement standards identified in Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award (Uniform Guidance.)  According to the Uniform Guidance, EBCI will use its own procurement procedures which reflect applicable state

Purchasing Method		Description
		and local laws and regulations, provided that procurement conform to applicable federal law and other standards.  Wherever EBCI's procurement policies and procedures are more restrictive than state or federal laws and regulations, EBCI policies must be followed.
7	Open Purchase Orders	Used when the organization has requirements for recurring, definite or indefinite quantities of commodities and services at the discretion of Office of Budget & Finance.
8	Sole Source	Sole Source procurement is used when the needed commodity or service is only available from one source or when the Secretary of Treasury determines that other methods of procurement are not feasible or not advantageous.
9	Emergency Procurement	An emergency is defined as an immediate need for commodities and services, the lack of which would cause a disruption of essential operations where the protection or preservation of tribal property would not be possible through normal procurement procedures or where there exists a threat to staff health, welfare, or safety. The Principal Chief or Secretary of Treasury have the authority to determine an emergency.
10	Cooperative Procurement	Also known as "Piggybacking", is the procurement of goods and services from vendors who have been selected by other tribal entities or buyer groups, as a result of a competitive selection process which is substantially equivalent to that used by EBCI.

#### AUTHORITY

- Tribal Code Section 117.45 - Code of Conduct
- Tribal Code Section 117.46 - Financial Accountability
- Tribal Personnel Policy Section 6.00- Employee Conduct 4.23—Safeguarding Public Funds
- Tribal Personnel Policy Section 2.23 4.31— Gifts and Gratuities
- Tribal Business Preference Law, Section 92 of the Tribal Code.
- Section 623 of the Treasury, Postal Service and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act.
- [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award \(Uniform Guidance\)](#)

## 500 – TRAVEL POLICY

### OVERVIEW

Travel and related activity are a necessary and legitimate component of doing business and as such, it is the Eastern Band of Cherokee Indians' policy to pay for certain expenses incurred in pursuit of tribal business. It is the Tribe's expectation that employees are to use their best judgement and prudence regarding travel expenditures. All travel must be approved in advance as evidenced by a fully approved Travel Request Authorization Form provided by the Office of Budget & Finance.

NOTE: For Tribal Council travel, see most current policy and procedures adopted by the Tribal Council. For Executive Office travel, refer to the most current policy and procedures adopted by the Executive Office.

Violations of provision of the policy are subject to disciplinary action and/or loss of privileges. Travelers must familiarize themselves with the travel policy, procedures, and forms as well as obtain training whenever necessary to ensure understanding and compliance.

This policy is intended to be neither all-inclusive nor to address every situation which may arise. Questions about specific situations not addressed in this policy should be addressed to the Office of Budget & Finance.

### POLICY REQUIREMENTS

#### 1. Purchasing Cards (PCards)

~~Travelers must use their assigned purchasing card or their program's purchasing card for all allowable travel expenses including airfare, lodging, and vehicles, and meals. Travelers must bring back itemized receipts for all purchases. For a more detailed policy on the use of purchasing cards, see Section 2000, Tribal Credit Cards.~~

~~Certain expenses are not allowable and therefore travelers will not be able to purchase these types of expenses on the purchasing card. These expenses include, among others, alcohol, tobacco or souvenirs.~~

~~If a purchasing card is not accepted for an expense, the traveler will be reimbursed upon return from the trip. If a traveler does not have access to a purchasing card or is aware in advance that the purchasing card will not suffice for their expenses, they may request authorization for alternate travel payment arrangements on the Travel Request Authorization Form.~~

#### 1. Travel requests

A travel request must be justified in accordance with the program's goals and objectives as well as the funding source rules and regulations (such as grants). Travel must be requested in advance via the Travel Request Authorization Form. On the request form, the traveler must provide all associated travel expense estimates and backup documentation, and secure approvals from their direct supervisor, Division Director, and Division Secretary.

NOTE: Travelers must select the most cost-effective option for their travel expenses.

The ~~final~~ first approver of the travel will be the travel buyer that processes the request form. The traveler is not allowed to confirm reservations or register for training/conferences until this approval is received and a travel authorization number is assigned. At that time, the traveler may confirm reservations using the assigned travel authorization number.

Any travel that is requested less than two weeks in advance requires a justification memo to be attached, signed by the appropriate approval authority. Approvers have the right to deny last-minute travel if it is not financially or logistically feasible or reasonable.

## 2. Airline travel

- a. All flights must be booked through the online travel booking tool using the traveler's assigned travel authorization number or direct with the airline. Travelers may not use online booking sites for tribal business (such as Expedia or Travelocity) as the receipts provided by these sites are not always adequate for financial reporting and accountability.
- b. Travelers must purchase Coach or Economy airline tickets. Any upgrade in seating/class will be at the traveler's personal expense and may not be charged to a purchasing card or tribal credit card.

NOTE: Travelers who have a medical or physical condition necessitating the use of Business Class (or First Class) may do so with the submission of proper explanation in memorandum form documentation with the Travel Request Authorization Form.

- c. EBCI will not reimburse travelers for airline tickets acquired with personal frequent flyer miles.
- d. EBCI will cover one checked bag each way. Should the traveler purchase additional checked bags, they will be responsible for reimbursing the EBCI. If circumstances require additional supplies/materials for work-related purposes, the traveler must submit documentation with the Travel Request Authorization Form prior to receiving the travel authorization number. Without proper authorization and documentation, expense will not be covered by EBCI.
- e. The purchase of any additional insurance is at the expense of the traveler. Should the traveler add this charge, they will be responsible for reimbursing EBCI.
- f. Travelers will not be reimbursed for any charges incurred while in flight including inflight entertainment, wi-fi or food/beverage purchases.
- g. If a traveler chooses to drive his or her own vehicle instead of flying, mileage reimbursement shall not exceed the normal cost of the airplane ticket and may be reimbursed at the privately owned vehicle rate as listed on the U.S. General Services Administration agency (GSA) at [www.gsa.gov](http://www.gsa.gov).
- h. When multiple employees attend the same conference, training, or meeting, they must travel in the same vehicle unless there is a valid business reason supporting the use of more than one vehicle.
- i. For travel to regional airports, employees will be reimbursed the lesser of their actual mileage (odometer reading) or the maximum round-trip mileage allowed, shown in the chart below.

NOTE: Employees located at duty stations other than Cherokee will use actual mileage to and from the appropriate airport.

**Round-Trip Mileage Allowed to Airports**

<b>Airport</b>	<b>Round-Trip Mileage Allowed</b>
Asheville	125
Atlanta	360
Charlotte	320
Knoxville (via I-40)	220
Knoxville (via US 441)	170

**3. Hotel/Lodging**

- a. Lodging must be booked through the online travel booking tool using the traveler’s assigned travel authorization number or direct with the lodging provider. Travelers may not use online booking sites for tribal business (such as Expedia or Travelocity) as the receipts provided by these sites are not always adequate for financial reporting and accountability. In some instances, conference hotel rates or group rates may be more cost effective. If this is the case, travelers may contact the hotel directly instead of booking through online travel booking tool. This must be documented and approved on the Travel Request Authorization Form.
- b. EBCI allows for a maximum lodging rate of \$250 per night; however, employees should review grant rules as there may be restrictions on allowances when traveling under grant-funded programs. Should circumstances require a higher rate, those circumstances must be justified through a written memorandum initiated by the Division Secretary and reviewed and approved prior to receiving travel authorization number.
- c. Travelers must reserve standard rooms.
- d. Travelers must request the government rate when booking hotel rooms.

**4. Vehicle rental**

- a. The use of a rental vehicle for EBCI business travel is allowable when other transportation is not available feasible.
- b. Only licensed and insured travelers will be eligible to use a rental car. A copy of the traveler’s driver’s license must be on file with the Risk Management department in order to be eligible to for vehicle rental.
- c. Toll fees will be reimbursed upon return from the trip unless those fees are billed directly to a purchasing card (PCard).

- d. Travelers must use their best judgement on when to refill the vehicle with gas. They must refill the gas tank prior to returning the rental car to avoid the gasoline fee set by the rental company. EBCI will reimburse for one refuel before the rental car is returned.
- e. Purchase of insurance coverage offered by a rental company is not considered an allowable expense and will be the responsibility of employee to pay.
- f. EBCI does not pay for claims assessed to the vehicle for damages incurred during the rental period. Therefore, employees renting vehicles are encouraged to fully inspect the vehicle for existing damage or blemishes prior to leaving in the vehicle. All existing damage and blemishes must be noted with the car rental vendor.
- g. A Tribal employee driving a rental car for official Tribal business who is involved in an accident must use his/her personal auto insurance coverage as the primary insurance coverage for the accident. EBCI Tribal insurance will be secondary to provide excess coverage should excess coverage be necessary. The employee should obtain a police report from the department whose jurisdiction covers the location of the accident. The employee should also take the appropriate measures to contact the rental car company to report the accident. Copies of all reports and supporting documentation should be submitted to Risk Management in the Office of Budget and Finance.
- h. Under no circumstances will the traveler be reimbursed for traffic tickets for parking or motor vehicle violations incurred while using a rental car. EBCI also will not pay for traffic violation tickets charged by the rental car company.
- i. EBCI does not pay for, nor does it insure rental cars for personal, leisure, or for use by employee's family members.

#### 5. Per Diem

The maximum allowable amounts are based on the current GSA meals and incidental expense rates as defined at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

#### ~~6. Meals~~

- ~~a. EBCI establishes a maximum amount that may be charged to purchasing cards for meals. The maximum allowable amounts for meals are based on the current GSA meals and incidental expense rates as defined at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).~~
- ~~b. Should the traveler exceed the total amount allowed for the day, they will be required to reimburse EBCI upon return.~~

~~NOTE: The traveler is paying for actual amounts for meals on their purchasing card, not receiving per diem so they will not receive payment for not spending the entirety of the allowable daily amount.~~

c. ~~Alcohol is not an allowable expense.~~

6. Compensable time

For non-exempt employees, with the approval of their respective supervisor, travel time outside of the normal tour of duty is compensable by flexible scheduling. For example, if a non-exempt employee is required to travel on a scheduled day off, the employee may be offered an alternate day off during the same pay period.

7. Local travel

- a. Local travel is same day travel outside a 50-mile radius but less than 100 miles one-way from the traveler's assigned duty station to attend conferences, trainings, or meetings.
- b. Employees authorized for local travel shall be eligible for 50% of the GSA per diem rate.
- c. When multiple employees attend the same conference, training, or meeting, they must travel in the same vehicle unless there is a valid business reason supporting the use of more than one vehicle.
- d. The use of a Tribal vehicle is required when available. If an employee chooses to use a personal automobile when a tribal vehicle is available, mileage will not be reimbursed.
- e. If an individual is authorized to use a personal automobile (POV) for business purposes, the employee may claim reimbursement on a mileage basis in accordance with approved federal rates ([www.gsa.gov](http://www.gsa.gov)). Mileage is calculated from the employee's duty station.

~~f. For travel to regional airports, employees will be reimbursed the lesser of their actual mileage (odometer reading) or the maximum round-trip mileage allowed, shown in the chart below.~~

~~NOTE: Employees located at duty stations other than Cherokee will use actual mileage to and from the appropriate airport.~~

Round-Trip Mileage Allowed to Airports

Airport	Round-Trip Mileage Allowed
Asheville	125
Atlanta	360
Charlotte	320
Knoxville (via I-40)	220
Knoxville (via US 441)	170

8. Post-travel reconciliation

Within five days upon returning from travel, the traveler is required to complete and submit the Travel Reconciliation Form and attach all supporting receipts/documentation.

Items needed to be reconciled include (but are not limited to):

- Hotel folio – must detail all charges
- Rental car receipt
- Baggage receipts
- Cab/shuttle/tolls receipts
- Airport parking receipts
- Beginning and ending odometer readings for mileage or fuel receipts
- Miscellaneous receipts
- Registration receipt
- Certificate of completion or other verification of attendance in the training

9. Outstanding balances

Traveler must submit any balance due to the EBCI after the Travel Reconciliation form is reviewed and verified by the manager. If traveler does not pay the outstanding balance, the amount owed may be deducted from the traveler's paycheck over three pay periods.

If EBCI owes the traveler, the traveler must submit a requisition to the appropriate staff person so that a purchase order may be processed for the reimbursement.

10. Failure to complete travel reconciliation

If an employee fails to submit a travel reconciliation form within five days of returning, the following will occur:

- a. No future travel will be approved.
- b. A notice will be sent to the traveler and the division director 20 days after his/her return from travel reminding them of the requirement for reconciliation and notifying them that payroll deduction may be applied for the entire travel advance if they do not reconcile.
- c. A second notice will be sent to the traveler and the Division Director, Secretary, and Payroll 30 days after his/her return from travel notifying them that payroll deduction will commence beginning with the next pay period.

NOTE: The payroll deduction form will be processed through payroll without the signature of the employee.

- d. Once the determination is made to commence payroll deduction, the payroll deduction form will be completed and submitted to payroll.

#### 11. Personal travel

A traveler may choose to extend a business trip for personal reasons; however, the traveler must cover the costs of any additional travel expenses.

A traveler may elect to have family members or friends accompany them on business travel; however, the traveler is responsible for covering all travel expenses related to these guests, or any additional costs incurred to accommodate these travelers including upgrades in room type, vehicle rental costs, or other travel costs.

#### 12. Non-employee travel

Tribal programs are occasionally awarded federal and state grants that provide for the training and development of community members that are not employees of the tribe. In these cases, non-employees are allowed to travel and Tribal program staff are responsible for ~~covering allowable expenses on their purchasing card and for reconciling for processing and reconciling the non-employee's travel~~. Tribal programs are also required to provide compliance with grant requirements for travel allowances for non-employee travel. This policy applies to non-employees that travel under other funding sources as well (such as general fund or gaming revenue).

#### 13. International travel

International Travel must be requested, justified, and approved by the Principal Chief through a memorandum.

#### 14. Travel cancellation

If a traveler must cancel travel plans, it is the traveler's responsibility to arrange for cancellations in a timely manner, as stipulated by the terms of the reservation.

Travel may be cancelled for the following reasons with no penalty:

- Health reasons (as documented by a physician)
- Death of an immediate family member (as defined by the Tribal Personnel Policy)
- ~~Unexpected work requirements~~

A traveler that cancels for reasons other than stated above or a traveler that fails to cancel will be responsible for reimbursing the EBCI for all travel-related expenses, including penalties, fees, etc.

#### 15. Violations of the travel policy

In the event of violations to the travel policy, the following consequences may occur (in all cases, the traveler's manager should notify the Director, Secretary and Internal Audit, depending on the severity of the violation):

- First violation: Traveler (after notification to appropriate hierarchy) will be required to participate in one-on-one travel training with the Finance Office. Traveler will also be suspended of all travel benefits until he/she is in compliance and reconciled.
- Second violation: Traveler (after notification to appropriate hierarchy) will be suspended from travel for 90 days and will make arrangements to complete online or onsite training for any certifications he/she may need.
- Third violation: Traveler (after notification to appropriate hierarchy) will be suspended from travel for one year and will make arrangements to complete online or onsite training for any certificates he/she may need.



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5025

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 26.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, QUALLA BOUNDARY, NC

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution to allocate funding received from Tribal opioid lawsuit settlements.*

WHEREAS, the Eastern Band of Cherokee Indians (EBCI) has received distributions from Tribal opioid lawsuit settlements; and

WHEREAS, the Tribal Coordinating Committee (TCC) formed a TCC Opioid Funding Workgroup with representation from multiple Tribal programs and entities to determine the best way to expend the funds; and

WHEREAS, the TCC Opioid Funding Workgroup recently approved the funding request in Exhibit "A" for submission to Tribal Council for review; and

WHEREAS, additional details on the request are in Exhibit "B".

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 funding request in Exhibit "A" is approved and shall be funded by the opioid lawsuit settlement funds.

BE IT FURTHER RESOLVED, the recipient of the funding shall provide quarterly performance and financial reports to the TCC Opioid Funding Workgroup, along with any other documents requested by the TCC Opioid Funding Workgroup.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief, which shall remain in effect until implemented or rescinded.

*Submitted by: The TCC Opioid Funding Workgroup*

**Exhibit "A"**

<b>No.</b>	<b>Description</b>	<b>Approved Amount</b>
1.	Funding for EMS to purchase equipment that will be used for opioid overdose cases	\$444,665



## Cherokee Tribal EMS

969 Acquoni Road  
P.O. Box 455  
Cherokee, NC 28719  
Phone: (828) 359-6454



### Funding Request

Cherokee Tribal EMS is requesting a total of \$444,665 funding for FY26 to assist in multiple areas of opioid overdose cases. We would like to fund the purchase of a Medication Dispensing machine to better secure our controlled substances at the EMS base and track employee usage of those medications. We would also like to update the rest of our cardiac monitors/defibrillators so that we have uniformity across our fleet. These two projects address multiple uses of the Opioid Settlement Funds. The dispensing machine prevents the misuse of opioid and dispensing of opioids. The monitors/defibrillators are paramount in preventing overdose deaths and other harms.

Item	Quantity	Total
LifePak 35 Monitors	6	\$337,767.60
Monitor Mounts	6	\$5,855.00
Pyxis Medflex	1	\$89,326
Annual Fees	1	\$1,716
Network Upgrade	1	\$10,000



## EBCI Opioid Settlement Funding Application

August 21, 2025	Cherokee Tribal EMS
Date	Company Name
56-0572090	PO Box 455, Cherokee, NC 28719
Company EIN	Company Address
Eastern Band of Cherokee Indians	<a href="#">Department of Operations - Eastern Band of Cherokee Indians</a>
Company Owner	Company Website

### I. Company Description

Cherokee Tribal EMS is the primary 911 response to all medical emergencies on the Qualla Boundary providing excellent pre-hospital care to its visitors and residents. It also provides medical transport to patients in a variety of other situations such as hospital to hospital transports, and medically necessary transports to appointments, or other medical facilities. Our mission is “Cherokee Tribal EMS is to be leaders in health care and provide high quality emergency medical care for all residents and visitors to the Qualla Boundary and its surrounding areas. We will be role models for the profession of emergency medical care.” We operate 5 paramedic staffed ambulances 24 hours a day responding to approximately 5,000 calls a year. In 2024 Cherokee Tribal EMS administered over 3,000 medications to patients.

### II. Statement of Need

Cherokee Tribal EMS currently has 8 ambulances, and 4 quick response vehicle, they are all inspected by the North Carolina Office of EMS for required equipment and medications. A specific piece of that required equipment is a cardiac monitor. We began swapping the monitors to the most up to date version which is the LifePak 35. We have successfully purchase 6 LifePak 35's and are hoping to finish updating our fleet of monitors as we anticipate continued price increases and eventual phasing out of the previous version of the monitor. We have also been improving our safety measures at the EMS base. As our protocols expand and we carry more medications and additional controlled medications we have found a need for increased security at the base. Our current medication distribution machine resembles a vending machine and has some of the same issues with items getting stuck or extras being distributed. Due to the inconsistency of that machine we do not keep controlled medications in it. Those are kept in the captain's office in a locked refrigerator. The records are kept on pen and paper or our supply. In keeping with DEA compliance and best practice we hope to secure the medications better in a Pyxis style machine which is the standard at hospitals across the country. We explored a partnership with the pharmacy at CIHA, but since we would check out medications without a patient it proved difficult.

Cherokee Tribal EMS has received opioid settlement funds before and used them to establish a post overdose response team in coordination with Analanesgi. That program has advanced and should be going live September 2025. We have also purchased 15 AED's with opioid settlement funds and another 15 with other grant funds. We anticipate delivery of all the AED's in September or October at which point we have an anticipated deployment of October 2025 where almost all staffed tribal buildings will have an AED in them.

Adding uniformity to our fleet of monitors will increase patient safety and improve outcomes. It keeps with our mission of being leaders in the healthcare field as we keep the best most current equipment to treat our patients with. The medication storage device is replacing an almost 10 year old machine that at the time was the industry standard, but has now become dated. We feel that by better security and improving other security measures we can prevent a possible entry point of controlled medications into the community. The North Carolina Office of EMS compliance manager shared that they have seen a double in the amount of drug diversion cases that they see since 2021. We hope to deter anyone from inappropriately taking medications.

### III. Budget Description

The acquisition of a Pyxis Medication Dispensing System is a strategic investment in safety, compliance, and operational excellence. It aligns with our department's goals of improving patient care, safeguarding controlled substances, and meeting regulatory standards. Funding this request will significantly enhance our medication management capabilities and support our mission to deliver high-quality emergency medical services. ( See Attachment 1 for full narrative)

The LIFEPAK 35 is a vital investment in our EMS system's ability to deliver high-quality, evidence-based care. Its advanced features, reliability, and integration capabilities make it an indispensable tool for frontline providers. Funding this request will directly enhance our clinical capabilities, improve patient outcomes, and support our mission to provide exceptional emergency medical services. (See Attachment 2 for full narrative)

### IV. Goals and Objectives

To improve medication security, inventory accuracy, and regulatory compliance within the EMS department by implementing the Pyxis Medication Dispensing Machine.

- **Specific:**  
Install and operationalize the Pyxis system at the main EMS station to automate controlled substance management and ensure secure access for authorized personnel.
- **Measurable:**  
Achieve a 100% reduction in manual medication log errors and a 50% decrease in expired medication waste within six months of implementation. Track usage reports monthly to monitor compliance and inventory accuracy.
- **Achievable:**  
Staff will receive training on Pyxis operation within 30 days of installation. IT and logistics support will be coordinated to ensure integration with existing inventory systems.
- **Relevant:**  
This goal supports the department's mission to deliver safe, efficient, and compliant emergency medical care, while aligning with DEA and state regulatory requirements for controlled substance management.
- **Time-bound:**  
Full implementation and staff training will be completed within 60 days of machine delivery, with performance metrics reviewed quarterly for the first year.

To enhance cardiac care and improve patient outcomes by deploying the Physio-Control LIFEPAK 35 monitor/defibrillator across all frontline EMS units.

- **Specific:**  
Equip all ALS ambulances with the LIFEPAK 35 and train paramedics on its advanced monitoring and defibrillation features, including 12-lead ECG, capnography, and pacing.
- **Measurable:**  
Achieve 100% staff competency certification within 45 days of deployment and document a 25% improvement in prehospital cardiac arrest survival rates over the next 12 months, based on QA/QI data.
- **Achievable:**  
Training will be conducted in-house by certified instructors, and deployment will be phased to ensure minimal disruption to operations. Technical support and integration with existing systems will be coordinated with the vendor.
- **Relevant:**  
This goal aligns with the department's strategic priorities of improving clinical care, meeting state EMS cardiac care benchmarks, and ensuring equipment standardization across the fleet.



There is substantial evidence that shows Pyxis machines increase safety and comply with all federal regulations. Please see Attachment for further information.

Defibrillation and escalating energy are the best practice for cardiac arrest care. Please see the attachment for evidence based research.

**VIII. Staff and Organizational Qualifications/Certifications**

NAME & TITLE	QUALIFICATIONS	CERTIFICATIONS	SKILLS
See Attached			

**IX. Document Attachments**

FILE NAME	DESCRIPTION	LOCATION attachment / link
Pyxis Narrative	Full budget narrative for Pyxis medication machine	
LifePak 35 Narrative	LifePak 35 Narrative	
Current EMS Roster	Current EMS Roster with state certification number and expiration date	
Pyxis Evidence	Evidence of Pyxis safety.	
Lifepak 35 Evidence	Evidence of best practice for defibrillation.	
SIGNATURE	PRINT NAME	DATE

## DISCLAIMER

Any funding from EBCI PHHS division does not create a continued contractual obligation for future funding. EBCI is not responsible for the use/misuse of any funding that is provided to the company now nor in the future. Any mischaracterization or misrepresentation of information in this or additional relevant documents provided will void any funding approval. EBCI is not responsible for any incorrect, erroneous, or omitted information in this document and does not hold any obligation to fund this project now or in the future. Funding provided as a result of the approval of this application does not create a binding relationship between the identified company and EBCI and EBCI is not responsible for misuse of the funds provided to the applicant/company identified.

## **Budget Narrative: Pyxis Medication Dispensing Machine**

**Item Requested:** Pyxis Medication Dispensing System

**Cost Estimate:** \$101,042 (Equipment and 1 year of support & IT Upgrades)

**Justification:**

The Pyxis Medication Dispensing System is a secure, automated solution designed to improve medication management, accountability, and compliance within emergency medical services (EMS). As the EMS Chief, I am requesting funding for this system to address several critical operational and safety needs:

**1. Enhanced Medication Security and Accountability:**

The Pyxis system provides controlled access to medications, reducing the risk of diversion, loss, or misuse. It tracks every transaction, ensuring that only authorized personnel can access medications and that each withdrawal is logged with time, date, and user credentials.

**2. Regulatory Compliance:**

Increasingly stringent DEA and state regulations require EMS agencies to maintain detailed records of controlled substance usage and storage. Pyxis automates this process, ensuring compliance with all applicable laws and reducing the administrative burden on staff.

**3. Operational Efficiency:**

Manual medication tracking is time-consuming and prone to error. Pyxis streamlines inventory management, automatically updating stock levels and alerting staff when supplies are low or nearing expiration. This reduces waste and ensures readiness for emergency response.

**4. Improved Patient Safety:**

By reducing human error in medication dispensing and documentation, Pyxis contributes to safer patient care. It ensures that the right medication is given to the right patient at the right time, with built-in checks and balances.

**5. Integration with Existing Systems:**

The Pyxis system can integrate with our current electronic health record (EHR) and inventory systems, creating a seamless workflow and improving data accuracy across platforms.

**6. Scalability and Future Readiness:**

As our EMS operations grow, the Pyxis system can scale to meet increased demand. It supports multiple users and locations, making it a long-term investment in infrastructure and quality improvement.

**Conclusion:**

The acquisition of a Pyxis Medication Dispensing System is a strategic investment in safety, compliance, and operational excellence. It aligns with our department's goals of improving patient care, safeguarding controlled substances, and meeting regulatory standards. Funding this request will significantly enhance our medication management capabilities and support our mission to deliver high-quality emergency medical services.



Customer Order

Customer Order Date: 09/15/2025
Customer Order : 1000272115

Customer Information

Table with 3 columns: Sold To, Ship To, Bill To. Rows include Legal Name, DBA, Street Address, City, St., Zip, and Customer No.

1. Customer Orders. Effective as of the date of both signatures below ("Effective Date") this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements...

2. Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("One-Time Fees") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties...

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes No Purchase PO#: Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address:

Name: Street Address: City, St., Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Purchase Customer Order and the separate Support Customer Order.

EASTERN BAND CHEROKEE INDIANS EMERGENCY MEDICAL SERVICES

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287

Sign: Print: Title: Date:

Sign: Print: Title: Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.



**Customer Order  
Product Schedule**

**Customer Order : 1000272115**

Sold To: EASTERN BAND CHEROKEE INDIANS EMERGENCY MEDICAL SERV  
Ship To: EASTERN BAND CHEROKEE INDIANS EMERGENCY MEDICAL SERV

Support Level: Basic / Standard 24h  
Support Term: 60 months

GPO: NOT APPLICABLE

*The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/15/2025*

New Products					Purchase Terms			Rental Terms			Support Terms		
Proposed Location	Product ID	Product Name	Tr. Type	QTY	Purchase Fees			Monthly Rental Fees			Monthly Support Fee		
					List	Net	Extended	List	Net	Extended	List	Net	Extended
	1139-00	MEDFLEX 2.0,2000,8MEDBANK	NEW	1	\$ 82,720.00	\$ 82,720.00	\$ 82,720.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 41.00	\$ 41.00	\$ 41.00
	139077-01	139077-01 BD Pyxis MedBank Facility Conc	NEW	1	\$ 2,875.00	\$ 2,875.00	\$ 2,875.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	139406-01	139406-01 BD Pyxis MedBank Shipping Fee	NEW	1	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	139090-01	139090-01 BD Pyxis MedBank Facility Sof	SWN	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 102.00	\$ 102.00	\$ 102.00	\$ 0.00	\$ 0.00	\$ 0.00
	155244-01	155244-01 KIT BD PYXIS QLOCK (LEFT)	NEW	1	\$ 2,356.00	\$ 2,356.00	\$ 2,356.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.00	\$ 0.00
Totals:							\$ 89,326.00			\$ 102.00			\$ 41.00

Total Purchase Fees	\$ 89,326.00
Total Monthly Rental Fees	\$ 102.00
Total Monthly Support Fees	\$ 41.00

*All fees mentioned are in USD*



3750 Torrey View Court  
San Diego, CA 92130

[www.bd.com](http://www.bd.com)

March 10, 2025

Dear Contracting Officer,

This letter is to confirm that CareFusion Solutions, LLC, a wholly owned subsidiary of Becton Dickinson and Company (BD), is the exclusive manufacturer and provider of Pyxis products and services and the sole company capable of performing installation and maintenance.

BD does not currently have any "authorization" or "certification" process in place for companies performing service or maintenance on Pyxis equipment. Any service or maintenance performed by a third-party vendor, other than our Field Service Technician Affiliates, would render null and void any existing warranty and be unsupported by CareFusion Solutions, LLC.

BD, as the manufacturer, offers maintenance and many other services to support BD Pyxis products.

Additionally, BD does not currently provide any "authorization" to allow acquisition of leased Pyxis equipment through a third-party vendor.

If there are any additional questions, please contact me at 619-836-1721 or [cody.wehmeyer@bd.com](mailto:cody.wehmeyer@bd.com).

Sincerely,

A handwritten signature in black ink that reads "Cody Wehmeyer". The signature is written in a cursive, flowing style.

Cody Wehmeyer  
Senior Government Contract Consultant  
[Cody.Wehmeyer@bd.com](mailto:Cody.Wehmeyer@bd.com)  
(619) 836-1721

## Zachary Stutts

---

**From:** Anthony Brown  
**Sent:** Thursday, September 11, 2025 2:08 PM  
**To:** Zachary Stutts  
**Cc:** Kevin Jackson; June Walker; Jeremy Brown; Mark Crawford; Windall Toineeta  
**Subject:** IT Approval for MedFlex Solution and Networking Equipment for EMS

Dear Mr. Stutts,

This email is to formally confirm that the IT department has reviewed and approved the implementation of the MedFlex Medication Dispensing Solution for EMS. This approval includes both the software and hardware components of the solution, as well as the additional networking equipment required to support its deployment, integration, and disaster recovery scenarios.

Please proceed with the necessary steps to coordinate with the vendor and internal stakeholders to ensure a smooth rollout. If there are any specific technical requirements or timelines that need to be addressed, feel free to reach out to our team for support.

Thank you,

**Anthony Brown**  
**Infrastructure Services Manager**  
Office of Information Technology  
Eastern Band of Cherokee Indians  
Work: 828.359.6793  
Cell: 828-788-1229  
[Book time with Anthony Brown](#)



**Budget Narrative: Physio-Control LIFEPAK 35 Monitor/Defibrillator**

**Item Requested:** Physio-Control LIFEPAK 35 Monitor/Defibrillator

**Estimated Cost:** \$343,622 (6 LifePak 35 and mounting brackets)

**Justification:**

The Physio-Control LIFEPAK 35 is a critical piece of advanced life support (ALS) equipment designed to enhance prehospital cardiac care and improve patient outcomes. This request supports the replacement of aging cardiac monitors and ensures our EMS crews are equipped with reliable, state-of-the-art technology.

**1. Advanced Cardiac Monitoring Capabilities:**

The LIFEPAK 35 provides comprehensive monitoring functions including 12-lead ECG, capnography, pulse oximetry, non-invasive blood pressure, and temperature. These features are essential for assessing and managing patients experiencing cardiac, respiratory, and trauma-related emergencies.

**2. Defibrillation and Pacing:**

The device offers manual defibrillation, synchronized cardioversion, and transcutaneous pacing, enabling paramedics to deliver life-saving interventions in the field. Its biphasic waveform technology improves defibrillation efficacy while minimizing energy use.

**3. Data Integration and Transmission:**

LIFEPAK 35 supports wireless transmission of patient data to receiving hospitals, allowing emergency departments to prepare for incoming critical patients. This capability enhances continuity of care and reduces time to definitive treatment.

**4. Durability and Reliability:**

Designed for rugged field use, the LIFEPAK 35 withstands harsh environmental conditions and heavy operational demands. Its proven reliability ensures uninterrupted service during high-acuity calls and mass casualty incidents.

**5. Training and Standardization:**

Acquiring LIFEPAK 35 units will standardize cardiac monitoring across our fleet, simplifying training and reducing variability in care. This consistency improves clinical decision-making and reduces the risk of error.

**6. Regulatory and Accreditation Compliance:**

Maintaining up-to-date cardiac monitors is essential for compliance with state EMS regulations and national accreditation standards. The LIFEPAK 35 meets all current requirements and supports our agency's commitment to excellence in patient care.

**Conclusion:**

The LIFEPAK 35 is a vital investment in our EMS system's ability to deliver high-quality, evidence-based care. Its advanced features, reliability, and integration capabilities make it an indispensable tool for frontline providers. Funding this request will directly enhance our clinical capabilities, improve patient outcomes, and support our mission to provide exceptional emergency medical services.

First Name	Middle Name	Last Name	Suffix	State Office	Job Title(s)	Certification	Exp Date	Employment
Adrian	Emmanuel	Aguilera		P513512	'EMS Techn Paramedic		5/31/2029	'Full Time F
Kimberly	N	Anthony		P003303	'EMS Techn Paramedic		4/30/2029	'Part Time I
Emma	Grace	Broom		P557050	'EMS Techn Paramedic		4/30/2029	'Full Time F
Joshua	I	Brown		P110212	'EMS Techn Paramedic		12/31/2026	'Part Time I
Clay	D	Bryson		P023676	'EMS Techn Paramedic		6/30/2029	'Full Time F
Scott		Buchanan		P027234	'EMS Techn Paramedic		2/28/2027	'Part Time I
Makayla	Anne	Butler		P528159	'EMS Techn Paramedic		7/31/2029	'Part Time I
Patricia	Leigh	Calhoun		P545864	'Secretary' Emergency		4/30/2026	'Full Time F
David	R	Castor	MD	P094801	'Medical Director'			'Full Time F
Jason	Daniel	Clark		P020105	'EMS Techn Paramedic		3/31/2026	'Part Time I
Matthew		Cochran		P096606	'EMS Techn Paramedic		5/31/2028	'Full Time F
Jennifer		Draughon		P123860	'EMS Techn Paramedic		7/31/2028	'Full Time F
Tracy	Deshane	Dulaney		P020968	'EMS Techn Paramedic		6/30/2029	'Full Time F
Charles	Robert	Dunlap		P009690	'EMS Techn Paramedic		1/31/2027	'Full Time F
Connie	M	Farmer		P018187	'EMS Techn Paramedic		3/31/2027	'Part Time I
Seth	Chris Collin	Hawkins		P065846	'Assistant I Emergency		3/21/2028	'Part Time I
Trey	Nicholas	Hibberts		P526670	'EMS Techn Paramedic		12/31/2025	'Part Time I
Joseph	B	Hoglen		P050730	'EMS Techn Paramedic		5/31/2029	'Full Time F
Jason	W	Hoyle		P010999	'EMS Techn Paramedic		4/30/2027	'Full Time F
Robin	Christina L	Johnson		P513534	'EMS Techn Paramedic		12/31/2028	'Full Time F
Zachary	Daniel	Kirkland		P091450	'EMS Techn Paramedic		12/31/2028	'Full Time F
Dylan	Keith	Kiser		P508235	'EMS Techn Paramedic		10/31/2028	'Full Time F
Alicia		Lambert		P090566	'EMS Techn Paramedic		5/31/2026	'Full Time F
Jaime	Lynn	Leach		P065914	'EMS Techn Paramedic		1/31/2027	'Part Time I
Larissa	Rae	Martinez		P109804	'EMS Techn Paramedic		6/30/2029	'Full Time F
Logan	Michael	Matthews		P519526	'EMS Techn Paramedic		6/30/2026	'Full Time F
Eric	T	Mayhew		P033767	'EMS Techn Paramedic		10/31/2027	'Full Time F
Christophe	Logan	McCoy		P080803	'EMS Techn Paramedic		5/31/2029	'Full Time F
Karen	L	McMahan		P018230	'EMS Techn Paramedic		5/31/2028	'Full Time F
Kyndle	B	McMahan		P103060	'EMS Techn Paramedic		11/30/2028	'Full Time F
Wyatt	Layne	Messer		P099313	'EMS Techn Paramedic		8/31/2027	'Full Time F
Nathan	Ryan	Murray		P016224	'EMS Techn Paramedic		5/31/2026	'Part Time I
Raysha	Leigh	Nations		P096701	'EMS Techn Paramedic		5/31/2027	'Full Time F
Natalie	D	Panther		P046602	'EMS Techn Paramedic		5/31/2028	'Full Time F
Josie	Lynn	Parker		P502120	'EMS Techn Paramedic		8/31/2027	'Full Time F
Makayela	Rae	Pendergrass		P097037	'EMS Techn Paramedic		8/31/2027	'Full Time F
John	T	Peterson		P013561	'EMS Techn Paramedic		8/31/2028	'Full Time F
Leland	Robert	Plank		P109256	'EMS Techn Paramedic		10/31/2029	'Part Time I
Sara	Nichole	Poalillo		P084340	'EMS Techn Paramedic		5/31/2029	'Part Time I
Destiny	Brook	Queen		P543275	'EMS Techn Paramedic		5/31/2028	'Full Time F
Steven	J	Rice		P023934	'EMS Techn Paramedic		9/30/2029	'Part Time I
William	Allen	Rogers		P030216	'EMS Techn Paramedic		1/31/2028	'Part Time I
Christophe	T	Scruggs		P010491	'EMS Techn Paramedic		10/31/2029	'Part Time I

Anthony	K	Sequoyah	P026235	'Director' / Paramedic	3/31/2026	'Full Time F
Reuben	Marcus	Shannon	P545898	'EMS Techr Paramedic	5/31/2028	'Full Time F
Thomas	J	Simmons	P035437	'EMS Techr Paramedic	1/31/2028	'Part Time f
Zachary	Alexander	Smith	P106505	'EMS Techr Paramedic	10/31/2029	'Part Time f
Callie	Amber	Southard	P503028	'EMS Techr Paramedic	12/31/2027	'Full Time F
Adam	Nicholas	Spangler	P559174	'EMS Techr Paramedic	12/31/2028	'Full Time F
Zachary	Ryan	Stutts	P044462	'Training Officer / Paramedic	7/31/2029	'Full Time F Contact' 'Chief' 'Admi
Charles	G	Taylor Jr	P071293	'EMS Techr Paramedic	5/31/2029	'Part Time f
Melissa	Matthews	Taylor	P024544	'EMS Techr Paramedic	10/31/2029	'Full Time F
Vanessa	Lane	Tiger	P507593	'EMS Techr Paramedic	1/31/2029	'Full Time F
John	Wilbur	Vogler IV	P103059	'EMS Techr Paramedic	6/1/2029	'Full Time F
Jonathan	L	Waldroup	P017603	'EMS Techr Paramedic	4/30/2028	'Full Time F
ESO Solutions		WebServices	P072706	'Secondary Contact' 'Web Service User		'Full Time F
Cameron	Chase	Wiggins	P534125	'EMS Techr Paramedic	4/30/2029	'Part Time f
Sarah	Elizabeth	Wilson	P100442	'EMS Techr Paramedic	4/30/2029	'Full Time F
Joe	B	Zollinger	P053340	'EMS Techr Paramedic	5/31/2029	'Part Time f



 Article Text

Article menu



Abstracts



Technology (including: robots for production, Incompatibilities, drug production and analytics, CRS)

## Improving the efficiency, safety and security of controlled drugs inventory management with the Pyxis C11 Safe System

M. Dooley, K. Tan, S.G. Poole

### Abstract

**Background** Current manual inventory management systems for controlled drugs are time-consuming and error prone. The Pyxis C<sup>11</sup>Safe is a computerised controlled drugs system. Evaluation of this technology using a structured observational methodology to assess efficiency, safety and security is required to support adoption.

**Purpose** To compare the efficiency, safety and security of the Pyxis C<sup>11</sup>Safe system with the current manual systems for controlled drugs using 'time and motion' observational methods.

**Materials and methods** Pre and postimplementation methodology was adopted.

- ▶ Stage 1: Map the process and quantify existing processes.
- ▶ Stage 2: Develop 'best practice model' using Pyxis C<sup>11</sup>Safe; procedures are simulated, documented and implemented.
- ▶ Stage 3: Conduct a time and motion study of existing and new processes to evaluate aspects of efficiency, safety and security using an independent observer.

**Results** Controlled drugs inventory practices were process-mapped and standardised in an acute care government hospital. An independent observer then conducted a time and motion study of the manual system, over a one month period. The time taken to complete a range of transaction types (receipt, distribution, discharge dispensing, returns and destruction) were recorded for 680 transactions. A best practice model for Pyxis C<sup>11</sup>Safe was developed, simulated and refined. Pharmacy staff were trained and the Pyxis C<sup>11</sup>Safe procedures implemented with 350 transactions observed and timed. Statistically

significant time saving (20%,  $p=0.0001$ ) was identified in the processing of controlled drug prescriptions distributed to patient care areas (5 min 3 s with Pyxis C<sup>11</sup>Safe vs 7 min 11 s for existing processes). Non-significant time savings were demonstrated in other transaction types.

**Conclusions** A structured observational methodology has facilitated the assessment, and demonstrated significant efficiencies, of the Pyxis C<sup>11</sup>Safe system compared to the current inventory management systems for controlled drugs.

<https://doi.org/10.1136/ejhpharm-2012-000074.169>

## Request Permissions

If you wish to reuse any or all of this article please use the link below which will take you to the Copyright Clearance Center's RightsLink service. You will be able to get a quick price and instant permission to reuse the content in many different ways.

[Request permissions](#)

Read the full text or download the PDF:

[Buy this article \(\\$64\)](#)

[Subscribe](#)

[Log in](#)

## CONTENT

[Latest content](#)

[Current issue](#)

[Archive](#)

[Browse by collection](#)

[Most read articles](#)

[Responses](#)

[Top Cited Articles](#)

## JOURNAL

[About](#)

[Editorial board](#)

[Sign up for email alerts](#)

[Subscribe](#)

[EAHP learning modules](#)

[Thank you to our reviewers](#)

## AUTHORS

[Instructions for authors](#)

[Submit an article](#)

[Editorial policies](#)

[Open Access at BMJ](#)

[BMJ Author Hub](#)

HELP

Contact us

Reprints

Permissions

Advertising

Feedback form



**BMJ**

Website Terms & Conditions

Privacy & Cookies

Contact BMJ

Cookie settings

Online ISSN: 2047-9964

Copyright © 2025 European Association of Hospital Pharmacy. All rights, including for text and data mining, AI training, and similar technologies, are reserved.

# Safely manage controlled substances

## Pyxis C"Safe® system

Not monitoring controlled substances jeopardizes patient safety. For this reason, The Joint Commission, the Drug Enforcement Administration (DEA) and other regulatory agencies are placing greater importance on the need to account for all controlled substances at all times. An uncontrolled environment with reporting errors and drug diversion can lead to fines and revoked licenses. The Pyxis C"Safe system provides an efficient method for storing, tracking and replenishing supplies of controlled substances.

The system streamlines documentation from the pharmacy to the nursing floor, virtually eliminating time-consuming and error-prone manual recordkeeping, and making it easy to quickly spot discrepancies or signs of diversion. The system resides in the pharmacy and functions as a closed-loop tracking system from the point that controlled substances are received from the wholesaler until they are removed for patient administration.



### Key advantages

- Integrates with the Pyxis MedStation® ES system and Pyxis® Anesthesia ES system
- Facilitates compliance with strict regulatory body audit requirements
- Maintains accurate and readily retrievable real-time data for audits
- Facilitates replenishment of the Pyxis MedStation ES system and Pyxis Anesthesia ES system
- Reports controlled substance movement to support regulatory demands
- Controls system user access by permissions and rights
- Authenticates user identity against the hospital's active directory user-managed infrastructure
- Automates controlled substance replenishment for the the Pyxis MedStation ES system
- Enhances security and accountability through logging and auditing improvements

Pyxis®



The Pyxis C<sup>1</sup>Safe system integrates with the Pyxis MedStation ES system and Pyxis Anesthesia ES system

### Pyxis C<sup>1</sup>Safe system

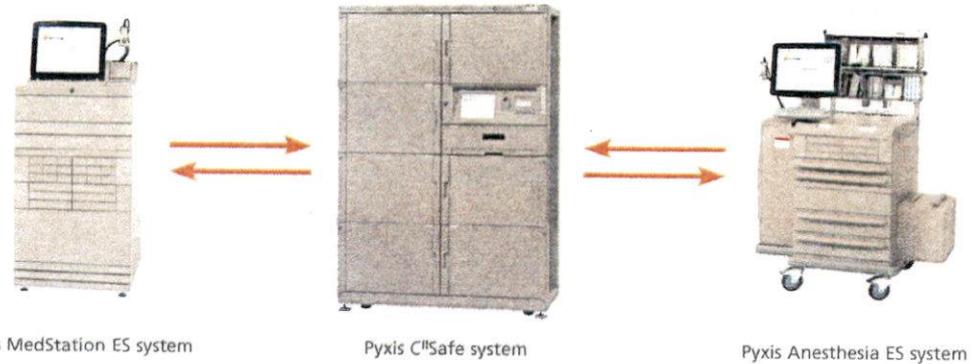
Pyxis C<sup>1</sup>Safe system helps minimize reporting errors and tracks controlled substances.

#### Efficient and accurate inventory control

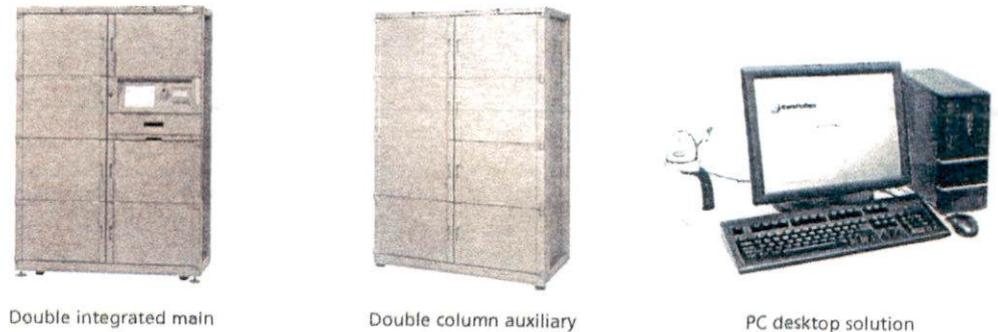
- Provides seamless hospital-wide management of controlled substances
- Connects with the Pyxis MedStation ES system, Pyxis Anesthesia ES system and the Pyxis Enterprise Server through the CareFusion SmartWorks platform
- Streamlines documentation from pharmacy to nursing
- Helps eliminate manual recordkeeping
- Identifies discrepancies and user compliance opportunities

#### Real-time reporting and audit assistance

- Reduces the time and expense of meeting audit standards
- Provides a simpler, more accurate way to prepare for audits
- Improves critical data and documentation accessibility



#### Different configurations are available



*Refer to state and federal regulations for controlled substance storage compliance requirements.*

CareFusion  
San Diego, CA

[carefusion.com](http://carefusion.com)

© 2015 CareFusion Corporation or one of its affiliates. All rights reserved. Pyxis, Pyxis Anesthesia, Pyxis C<sup>1</sup>Safe, Pyxis MedStation, CareFusion and the CareFusion logo are trademarks or registered trademarks of CareFusion Corporation or one of its affiliates. DI5522(1115/PDF)

# Determining the most efficient controlled substance inventory practice that minimizes discrepancies and maximizes security

Janet Blackmere, PharmD; Karren Crowson, RPh, MBA;  
Betty Danley, RN, MSN; Stephanie Hanken, RN, MSN;  
Lee McDow, RPh

## Summary

Increased patient acuity and decreased staffing and reimbursement are driving hospital administrators to seek systems that save time while still safeguarding against medication errors and diversion by their employees. The latest advances in automated dispensing cabinet (ADC) technology provide facilities with tools that minimize time spent documenting and inventorying controlled substances, but still maximize safety. This study investigated the efficiency and safety advantages of storing only those controlled substances frequently used, using optimal drawer configurations, only inventorying controlled substances recently accessed, counting weekly and using the blind count method.

## Challenges

Diversion potential: While monitoring the proper use of all medications is important, monitoring controlled substances is one of the highest priorities. Statistics have shown an increased awareness and prevalence of controlled substance diversion. Data from the National Drug Intelligence Center shows that the estimated number of diverted controlled pharmaceutical drugs analyzed by state and local laboratories nationwide increased for most of the commonly diverted and abused prescription opioid pain relievers and benzodiazepines from 2003 through 2007. The highest percentage increases were for the prescription opioid pain relievers hydrocodone (118%), morphine (111%) and methadone (109%).<sup>1</sup> Results from the 2008 National Survey on

Drug Use and Health, conducted by the Substance Abuse and Mental Health Services Administration, estimated that 8% of the population aged 12 years old or older used an illicit drug during the month prior to the survey interview.<sup>2</sup>

Hospitals can be a source of these drugs. Detection of individuals diverting controlled substances in hospitals was reported as 1.12 diverters per 100 beds per year in a study by Crowson and Monk-Tutor.<sup>3</sup> The storage and handling of controlled substances is closely regulated by many different agencies and governing bodies such as the DEA, the Joint Commission and state boards of Pharmacy and Nursing. Failure to abide by the regulations set forth by these entities can lead to fines, loss of accreditation and/or loss of license.

**Nursing time:** Counting controlled substances stored in ADCs is a time-consuming process depending on the number of medications stored in the cabinets, the type of drawers the medications are stored in, the frequency of counting the medications and the number of discrepancies. Counting controlled substances in ADCs typically requires two individuals to ensure accountability.

**Adequate secure storage:** The increasing number of controlled substances on the market, the packaging sizes and the need for refrigeration of some controlled substances present challenges for secure storage in ADCs. Adequate space and appropriate security is needed. A 355-bed hospital reviewed for this study stocked 32 line items of controlled substances in their med/surg unit in June 2004. The same unit stocked 56 controlled substances (a 75% increase) five years later.

## A brief history of automating controlled substance management

Prior to the use of ADCs, controlled substances were stored in locked cabinets or carts on the patient-care units. All controlled substances were available to anyone with the key to the cabinet or cart. Typically, controlled substances had to be manually counted whenever they were removed and also at the change of shift.

Accountability was maintained through the use of single-sheet disposition forms or a hard copy of the perpetual inventory of the controlled substances. Patient billing was also a manual process that required an individual to review the single sheet or hard copy perpetual inventory and enter the charges into the hospital billing system. Monitoring for diversion or trending of usage was difficult at best.

With the introduction of ADCs in the late 1980s the manual process of controlled substance storage and accountability was replaced with automated processes. By 2008, 83% of facilities were using ADCs.<sup>4</sup> While a manual count was still necessary, all transactions were electronically recorded. This allowed for automatic patient billing. It also resulted in better tracking of controlled substances and therefore better diversion monitoring and trending. Automated dispensing cabinets have evolved to allow for a number of drawer options for single drug access and different methods for counting the controlled substances (e.g., *blind count*, *prompted count*). And now, only users with approved privileges have access to the controlled substances.

## Methods

Data was collected from 75 hospitals that dispensed controlled substances via the system, ranging from less than 25-bed critical access hospitals to hospitals with greater than 1000 beds located mostly in the Southeastern U.S. Data was collected from January 2009 to July 2009. In each facility, one general medical surgical (*med/surg*) patient-care area was included in the data collection. To ensure consistency, a standard data collection tool with directions was utilized. Data was collected from the ADC reports and console settings. The Hospital Wide Medication Summary report was used to determine the number of controlled substance line items and the number and type pockets used. The number of controlled substances inventoried was obtained from the Inventory report. This report was also used to calculate the time it took to inventory by using the time the first and last item was inventoried.

The Meds Without Removal reports for one day and seven days were used to calculate time saved by nurses in the event only accessed (*any transaction other than inventory*) controlled substances are inventoried. The Meds Without Removal report for 90 days was used to calculate time saved by nurses if unused controlled substances were to be removed from the ADC.

The Discrepancy report was run for the last 30 days for closed controlled substance discrepancies to determine the number of discrepancies and true discrepancies. A true discrepancy was defined as a discrepancy where the controlled substance was actually under or over the expected amount. A discrepancy due to an inaccurate count by the prior user that was corrected by the discovering user was not counted as a true discrepancy (e.g., *if an expected count of seven found five, and the next transaction found seven but expected five, this is not a true discrepancy*). Frequency of inventorying controlled substances was gathered through interviews with the automation system managers.

## Results

The typical med/surg ADC stored 58 different controlled substances in 66 pockets. There were minimal differences in this average among small, medium and large hospitals (Table 1). The average time to inventory a controlled substance was 13.2 seconds when blind count was used and 10.2 seconds when verify count was used. Blind count was used by 86% ( $n = 65$ ) of the hospitals to count controlled substances. Only 14% ( $n = 10$ ) used verify count. The study revealed that an average of 10.9 controlled substances not used in the past 90 days were stored in the ADC. An average of 34.3 controlled substances were not accessed in the past seven days and 47.1 in one day.

Table 1

Number of line items of controlled substances				
Number of beds	Number of hospitals	Average number of controlled substances	Minimum number of controlled substances	Maximum number of controlled substances
1-100	15	57	36	100
101-300	31	57	34	79
300+	29	60	38	89

Policies for the frequency of inventorying controlled substance varied by hospital. In a review of the 75 hospitals, 6.7% required an inventory by shift, 8% daily, 8% two times a week and 66.7% required a weekly inventory. A few hospitals, 9.3% did not require any inventories. The frequency of inventorying controlled substances varied slightly by hospital size (Table 2).

When facilities were asked why they were counting daily or every shift, they responded that there had been a diversion event and that this was the resulting change in policy.

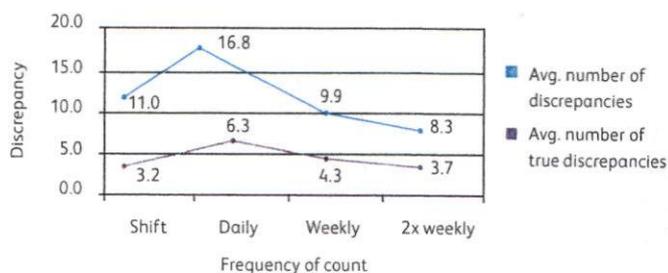
Table 2

Frequency of inventory													
Number of beds	Number of hospitals	Shift		Daily		Twice weekly		Weekly		Monthly		Never	
		n	%	n	%	n	%	n	%	n	%	n	%
1-100	15	0	0%	0	0%	1	7%	10	66%	1	7%	3	20%
101-300	31	1	3%	3	10%	2	6%	22	71%	0	0%	3	10%
300+	29	4	14%	3	10%	3	10%	18	62%	0	0%	1	3%

When comparing the number of total and true discrepancies, again it was found that there was not a difference based on hospital size (Table 3). One factor did influence the number of discrepancies—the frequency of inventory. Hospitals that inventoried daily had a greater number of total discrepancies than hospitals that inventoried weekly. However, the number of true discrepancies stayed similar regardless of the frequency of counting.

The percentage of total minus true discrepancies was higher the more frequently the medications were counted: shift 71%, daily 62.5%, twice weekly 56.6% and weekly 55.5%.

Discrepancies by count frequency (avg. per hospital)



A combined total of 64 controlled substances were stored in nonsecure drawers with other medications in 25 of the hospitals. This did not include refrigerated control substances. Only eight controlled substances among all 75 facilities were stored in a refrigerator. The predominant drawer types for controlled substance storage were CUBIE™ pockets at 55.6%, followed by 27.5% in carousel drawers and 15.5% in MiniDrawers. The majority of hospitals, 76%, inventoried controlled substance by class with 21% inventorying by drawer and 3% by all controlled substances.

**Table 3**

Number of discrepancies					
Number of beds	Number of hospitals	Average number of controlled substances		Minimum number of controlled substances	
		Total	Avg	Total	Avg
1-100	15	149	9.9	81	5.4
101-300	31	306	10.2	124	4.13
300+	29	282	9.7	116	40

## Discussion

This study showed that the average combined time for two nurses using blind count to inventory controlled substances on a med/surg unit was 29 minutes. Two factors can decrease the amount of time spent inventorying controlled substances and give nurses more time for direct patient care. The first is for pharmacy to unload controlled substances that have not been used in the last 90 days. This accounted for a small combined average time savings for two nurses of 4.8 minutes; however, eleven hospitals had 20 or more controlled substances that had not been used in 90 days. If pharmacies are not open 24 hours per day, then it is most efficient to unload the infrequently used controlled substances from all but one of the ADMs. This will allow nursing to access the medication when pharmacy is closed, but not to inventory the medication in each patient care area. The second factor is to just inventory controlled substances that have been accessed since the last inventory. Hospitals that require a daily inventory can decrease the time it takes two nurses to complete this inventory by an average of 20.7 minutes when the nurses only count the controlled substances that were accessed since the previous day's inventory. The average nursing time saved in hospitals with a weekly inventory is 15.1 minutes when only controlled substances accessed since the last inventory are counted. Since one of the nurses doing inventory is usually on the off-going shift, the use of access inventory may also potentially decrease overtime.

The intent of the controlled substance inventory is to check for discrepancies; however, the study showed that when an inventory of controlled substances was required too frequently, it could actually create false discrepancies. This may be explained by nurses taking less care to inventory when they have to do it once or twice daily. If verify count is used instead of blind count, users may accept the count on the screen rather than actually counting the medications. This theory was supported by the data that shows facilities took 20% less time

to count when using verify rather than blind count. This is more time than can be explained by typing rather than accepting the quantity.

Two-thirds of the hospitals inventoried controlled substances weekly. They had slightly less true discrepancies than hospitals that inventoried daily. This data suggests that weekly inventories using blind count improve accountability.

A surprising finding was that 64 controlled substances were stored in nonsecured drawers in 33% of the hospitals. Some facilities may not have installed enough secured drawers to accommodate the increasing number of controlled substances introduced to the market or this may be due to inadequate technician education on which medications must be loaded in secure pockets. Some state laws, such as Florida's, specifically state that controlled substances cannot be stored in matrix drawers: 64B16-28.605 (9) Security: A decentralized automated medication system that contains controlled substances shall prohibit simultaneous access to multiple drug entities, drug strengths or dosage forms of controlled substances, unless otherwise contained in labeled patient-specific form.

In addition to legal concerns, improper storage of controlled substances can increase the potential for diversion and medication errors. The relatively few refrigerated controlled substances support the trend to store items such as lorazepam in the ADC at room temperature. A limitation of this study was that data was evaluated only from hospitals using the Pyxis MedStation™ system.

## Conclusion

Removing medications that are not frequently used from the ADC will open up valuable space and also make the controlled substance inventory a more efficient process for nursing. Additional time can be saved when nurses only count controlled substances that were accessed since the last inventory. It is recommended that the accessed inventory feature be used three weeks out of every month and that a full inventory of controlled substances be performed once a month. This will ensure that all controlled substances are accounted for on a monthly basis.

Security is increased when blind count is used. Its use assures that controlled substances are actually counted. The number of true discrepancies appears to be similar whether inventory is done weekly or daily. A weekly inventory using blind count saves time, improves accountability and minimizes discrepancies.

In order to allow for controlled substance expansion over the life of the ADCs, extra single-access secured pockets are needed to accommodate newly released controlled substances. Storing controlled substances in secured pockets decreases the potential for diversion.

## Appendix

### Controlled substance management study data

Study elements	Product/count/frequency	n	%	Data
Number of facilities ( <i>range</i> )		75		
Average number of stations (3–116)		33.4		Report
Average number of controlled substance line items per station (34–100)		57.8		Inventory report
Average number of controlled substance pockets per station (36–239)		66		Inventory report
Average number of medications in more than one pocket		8.2	14%	Inventory report
Average pocket mix for controlled substances	Carousel	1311	27.5%	
	MiniDrawers	738	15.5%	
	CUBIE pockets	2651	55.6%	
	Matrix	64	1.3%	
	Refrigerator	8	0.2%	
Count option for controlled substances	Blind count	65	86%	Device/formulary settings
	Prompted count	10	14%	
Frequency of inventorying controlled substances	Shift	5	7%	DOP/Pyxis™ system manager
	Daily	6	8%	
	Twice weekly	6	8%	
	Weekly	50	67%	
	Never	7	9%	
	Monthly	1	1%	
How controlled substances are inventoried	All	2	3%	
	By class	51	76%	
	By drawer	14	21%	
	Last accessed*	0		
Percent of facilities who inventoried medications			90.7%	Inventory transaction report

Study elements	Product/count/frequency	n	%	Data
Average time ( <i>minutes</i> ) taken to inventory medications	Blind count (2–26 <i>minutes</i> )	13.3		60.6 medications; inventory report end time minus start time
	Prompted count (5–15 <i>minutes</i> )	10.6		62.6 meds
Average time ( <i>minutes</i> ) to inventory one pocket	Blind count	0.22		
	Prompted count	0.17		
Average number of discrepancies	Blind count (1–36)	11.0		Discrepancy report
	Prompted count (0–5)	2.2		
Average number of true discrepancies	Blind count (0–15)	4.7		Discrepancy report and manually eliminate consecutive transactions that cancel each other out
	Prompted count (0–3)	1.6		
Average number of controlled substances not used in 90 days (0–77) <b>Note:</b> Facility with 77 pockets was single-dose dispensing.		10.9	16.5%	83.3% pockets accessed in 90 days
Average number of controlled substances not used in seven days (15–74)		34.3	52%	48% pockets accessed per week
Average number of controlled substances not used in one day (25–92)		47.1	71.4%	28.6% pockets accessed in 24 hours
Average minutes per station per controlled substances inventory saved inventorying if medications not used in 90 days removed	Blind count	2.40		
	Prompted count	1.85		
Average minutes per station saved per day if using accessed inventory ( <i>daily count</i> )	Blind count	10.4		
	Prompted count	8.01		
Average minutes per station saved per week if using accessed ( <i>weekly count</i> )	Blind count	7.55		
	Prompted count	5.83		

\* Data collected prior to general release of this feature

#### References

1 National Drug Intelligence Center. National Pharmaceutical Drug Threat Assessment 2009. <http://www.usdoj.gov/ndic/pubs33/33775/33775p.pdf>. Accessed November 30, 2016. 2 Substance Abuse and Mental Health Services Administration. Results from the 2008 National Survey on Drug Use and Health: National Findings. <http://www.oas.samhsa.gov/12k8nsduh/12k8Results.pdf>. Accessed November 30, 2016. 3 Crowson K, Monk-Tutor M. Use of automated controlled substance cabinets for detection of diversion in U.S. hospitals: a national study. *Hosp Pharm*. 2005;40:977–983. 4 Pederson, CA, Schneider, PJ, Scheckelhoff, DJ. ASHP national survey of pharmacy practice in hospital settings: Dispensing and administration-2008. *Am J Health Syst Pharm*. 2009;66(10):926–946.

BD, San Diego, CA, 92130, U.S.

[bd.com](http://bd.com)





# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5026

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 27.)

**CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA**

\_\_\_\_\_  
DATE

**RESOLUTION NO. \_\_\_\_\_ (2026)**

**A RESOLUTION TO CORRECT THE OFFICIAL NAME OF THE TRIBE  
FROM “EASTERN BAND OF CHEROKEE INDIANS”  
TO “EASTERN CHEROKEE NATION”**

**WHEREAS**, the Charter and Governing Document of the Eastern Band of Cherokee Indians vests full governmental authority in the Tribal Council to enact legislation necessary for the governance, identity, and welfare of the Tribe; and

**WHEREAS**, the United States Supreme Court has long recognized that Indian tribes retain inherent sovereignty over their internal governance and self-identification, including the authority to determine their own names (*Santa Clara Pueblo v. Martinez*, 436 U.S. 49 (1978); *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832)); and

**WHEREAS**, the Federally Recognized Indian Tribe List Act of 1994 (Pub. L. 103-454; 108 Stat. 4791; 25 U.S.C. §§ 5130-5131) requires the Secretary of the Interior to publish and maintain an accurate, regularly updated list of all federally recognized Indian tribes, and pursuant to 25 C.F.R. § 83.6(a), the Bureau of Indian Affairs routinely updates tribal names on the Federal Register list upon verification with the tribal entity; and

**WHEREAS**, the people known today as the Eastern Band of Cherokee Indians are the direct descendants of the historic and original Cherokee Nation, a sovereign Indigenous nation which existed since time immemorial and maintained continuous presence and governance in the mountains of Western North Carolina; and

**WHEREAS**, the designation “Eastern Band” did not originate from Cherokee tradition, law, or self-identification, but was an external administrative label applied by federal and state officials in the 19th century to describe us, the Cherokees, who remained in the East following the Removal of 1838-1839; and

**WHEREAS**, the Tribe’s incorporation under North Carolina law in 1889 cemented this externally imposed label—“Eastern Band of Cherokee Indians”—for purposes of landholding and state governance, and not as a reflection of Cherokee cultural identity, sovereignty, or political continuity; and

**WHEREAS**, the Cherokee people who remained in their homeland were not a “band” or subordinate segment of another tribe, but a sovereign community, led by their own leaders, living

on lands acquired by themselves and on their behalf by William Holland Thomas, and continuing the governance and identity of the Cherokee Nation; and

**WHEREAS**, the term “Band” implies a dependent or incomplete political identity, which is inconsistent with the Tribe’s sovereign powers, its modern governmental structure, its federal recognition status, and its unbroken historical continuity; and

**WHEREAS**, the term “Indians,” although still used in federal statute, is a colonial descriptor that does not reflect the dignity, accuracy, or self-identification of the Cherokee people, who are a sovereign Nation and not merely “Indians” in the generic federal sense; and

**WHEREAS**, numerous federally recognized tribes have corrected their names through the same administrative process under 25 C.F.R. § 83.6(a) and the Federally Recognized Indian Tribe List Act, and such corrections have been reflected in subsequent Federal Register publications without any alteration to the tribes’ federal recognition, treaty rights, or sovereign authority—including but not limited to the Tohono O’odham Nation (formerly Papago Tribe), the Ho-Chunk Nation (formerly Wisconsin Winnebago), the Muscogee Nation (formerly Muscogee (Creek) Nation), the Northern Cheyenne Nation (formerly Northern Cheyenne Tribe), the Yuhaaviatam of San Manuel Nation (formerly San Manuel Band of Mission Indians), and the Kletsel Dehe Wintun Nation (formerly Kletsel Dehe Band of Wintun Indians); and

**WHEREAS**, the use of the name Eastern Cherokee Nation better reflects the sovereign status, history, and identity of our Tribe; affirms our equal standing among Indigenous nations; and accurately conveys to all governments, agencies, and the public that our people constitute a Nation, not a “band”; and

**WHEREAS**, the restoration of the name Eastern Cherokee Nation corrects a historical imposition, restores cultural dignity, and strengthens the Tribe’s governmental and political identity for generations to come.

**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 official name of the Tribe shall be corrected from:

**“Eastern Band of Cherokee Indians”**

to

**“Eastern Cherokee Nation.”**

**BE IT FURTHER RESOLVED** that the Principal Chief is hereby authorized and directed to notify the United States Department of the Interior, Bureau of Indian Affairs, Office of Indian Services, Division of Tribal Government Services, of this official name correction, and to transmit the certified copy of this Resolution and any additional documentation required to update the Tribe’s listing on the Federal Register list of recognized Indian tribes maintained pursuant to Section 104 of the Federally Recognized Indian Tribe List Act of 1994 (Pub. L. 103-454; 25 U.S.C. § 5131) and 25 C.F.R. § 83.6(a).

**BE IT FURTHER RESOLVED** that the Principal Chief is further authorized and directed to notify the State of North Carolina, and all relevant federal, state, local, and Tribal partners, including but not limited to parties to gaming compacts, self-governance agreements, grants, and intergovernmental contracts, of this official name correction.

**BE IT FURTHER RESOLVED** that all future laws, resolutions, ordinances, contracts, compacts, agreements, legal instruments, governmental publications, and official actions shall utilize the name Eastern Cherokee Nation, and all existing documents, publications, or printed materials of any kind shall be updated to reflect the corrected name as they are amended, renewed, or republished; provided, however, that the Tribal flag shall be redesigned to reflect the corrected name and adopted as our National Flag.

**BE IT FURTHER RESOLVED** that all existing treaties, compacts, contracts, grants, memoranda of understanding, memoranda of agreement, court orders, judgments, regulatory approvals, federal trust responsibilities, self-governance agreements, and any other legal instruments or obligations referencing the “Eastern Band of Cherokee Indians” or “EBCI” shall remain in full force and legal effect and shall be deemed to refer to the Eastern Cherokee Nation. No party to any such instrument may assert that a change of name constitutes a novation, breach, or alteration of any term, obligation, or entitlement therein. References to the former name in federal, state, or tribal records, databases, and publications shall be deemed references to the Eastern Cherokee Nation for all legal purposes during and after the transition.

**BE IT FURTHER RESOLVED** that a transition period of twenty-four (24) months from the effective date of this Resolution is hereby established, during which time both the former name “Eastern Band of Cherokee Indians” and the corrected name “Eastern Cherokee Nation” shall be recognized as valid references to the Tribe for all governmental, legal, financial, and administrative purposes. The Office of the Principal Chief, in coordination with the Office of the Attorney General and all tribal programs and enterprises, shall develop and implement a transition plan to update official seals, signage, documents, websites, and other materials. At the conclusion of the transition period, the name “Eastern Cherokee Nation” shall be the sole official name of the Tribe in all new instruments and publications.

**BE IT FURTHER RESOLVED** that nothing in this Resolution shall be construed to alter, diminish, or expand the Tribe’s federal recognition, treaty rights, land rights, trust status, jurisdiction, governing powers, sovereign immunity, or any other legal or sovereign authority possessed by the Tribe under federal law, the Tribe’s Charter, or any other applicable law.

**BE IT FINALLY RESOLVED** that all prior resolutions inconsistent with this Resolution are hereby rescinded, and this Resolution shall become effective upon ratification by the Principal Chief.

**Submitted by:** Patrick Lambert & Myrtle Driver

# MEMORANDUM

## In Support of Official Name Correction to “Eastern Cherokee Nation”

**TO:** Tribal Council, Eastern Band of Cherokee Indians  
**FROM:** Patrick Lambert and Myrtle Driver  
**DATE:** February 19, 2026  
**RE:** Legal, Historical, and Sovereignty-Based Rationale for Correcting the Tribal Name to “Eastern Cherokee Nation”

---

### I. INTRODUCTION

This memorandum provides a detailed legal and historical foundation supporting the proposed correction of the Tribe’s official name from Eastern Band of Cherokee Indians (EBCI) to Eastern Cherokee Nation (ECN). The current name is an externally imposed label dating to the 19th century, created for the convenience of federal and state agencies—not by Cherokee people themselves. It inaccurately frames the Tribe as a “band,” suggesting a subordinate political identity, rather than recognizing the Tribe as a sovereign nation with an unbroken lineage to the historic Cherokee Nation.

This memorandum addresses: (1) the Tribe’s legal authority to correct its name; (2) the specific federal administrative pathway for doing so; (3) the historical basis for the correction; (4) the policy and sovereignty justifications; (5) precedent from other tribes; and (6) the transition framework to ensure continuity of all existing legal obligations and rights.

### II. THE TRIBE’S AUTHORITY TO CORRECT ITS NAME

#### *A. Inherent Sovereignty Includes the Power of Self-Identification*

The United States Supreme Court has long recognized that Indian tribes retain inherent sovereignty over their internal governance, including matters of identity and self-determination. In *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832), Chief Justice Marshall affirmed that Indian nations are “distinct political communities, having territorial boundaries, within which their authority is exclusive.” The Court in *Santa Clara Pueblo v. Martinez*, 436 U.S. 49 (1978), further held that tribes retain sovereign authority over their internal affairs, including membership and self-governance decisions. The power to determine a tribe’s own name is a fundamental exercise of this inherent sovereignty—it requires no federal approval, only federal acknowledgment of the tribe’s decision.

#### *B. Federal Recognition Status and Rights Are Unaffected*

A name correction does not alter federal recognition, treaty rights, trust responsibilities, jurisdiction, sovereign immunity, or any other attribute of the government-to-government

relationship between the Tribe and the United States. The Federally Recognized Indian Tribe List Act of 1994 (Pub. L. 103–454; 108 Stat. 4791; 25 U.S.C. §§ 5130–5131) requires the Secretary of the Interior to publish and maintain an accurate, regularly updated list of all federally recognized Indian tribes. The Act expressly provides that “a tribe which has been recognized . . . may not be terminated except by an Act of Congress.” (Pub. L. 103–454, § 103, Finding (4).) A name correction is not a termination, reorganization, or change of status—it is an administrative update to ensure the accuracy of the Federal Register list.

### ***C. The Federal Administrative Pathway Is Established***

Pursuant to 25 C.F.R. § 83.6(a), the Bureau of Indian Affairs publishes the list of recognized tribes in the Federal Register. The BIA routinely updates this list to reflect tribal name corrections upon verification with the tribal entity. The process is ministerial: the tribe enacts a resolution, transmits certified documentation to the BIA’s Office of Indian Services, Division of Tribal Government Services, and the BIA updates the Federal Register list in the next annual publication. The BIA’s own published Federal Register notices confirm this practice, stating that “[a]mendments to the list include formatting edits and name changes” and that “[t]o aid in identifying Tribal name changes, the Tribe’s previously listed, former name . . . is included in parentheses after the correct current Tribal name.” (See, e.g., 89 FR 944 (Jan. 8, 2024).) The BIA continues to list the former name for several years to ensure continuity before removing it from the list.

## **III. HISTORICAL BASIS FOR CORRECTING THE NAME**

### ***A. “Eastern Band” Originated as an Administrative Distinction***

The phrase “Eastern Band” was not created by Cherokee people. It was a bureaucratic distinction applied by federal agents following the Removal of 1838–1839 to distinguish the Cherokees who remained in the East from those relocated to Indian Territory. The Cherokee people who remained did not refer to themselves as a “band.” They were Cherokee—living in their homeland, maintaining their governance, language, and cultural practices without interruption.

### ***B. The 1889 State Incorporation Imposed the Name***

In 1889, the North Carolina General Assembly enacted legislation incorporating the Cherokee community under the name “Eastern Band of Cherokee Indians.” This incorporation was performed for the legal purpose of holding land—land that had been purchased by and on behalf of the Cherokee people through the efforts of William Holland Thomas and the Cherokee themselves. The corporate name was chosen by state officials for state legal purposes, not by Cherokee leaders for purposes of sovereign self-identification. The name was a product of state law, not Cherokee law.

### ***C. The Eastern Cherokee Community Is a Continuation of the Original Cherokee Nation***

The Cherokee people who remained in the homeland following Removal were not a “splinter group,” a “fragment,” or a subordinate appendage of a western Cherokee entity. They were a self-governing community of Cherokee people who maintained continuous leadership, governance, cultural practice, and territorial presence in the mountains of Western North Carolina. They are the direct continuation of the historic Cherokee Nation in its original homeland. The term “Band” does not describe this reality. The term “Nation” does.

## **IV. POLICY AND SOVEREIGNTY JUSTIFICATION**

### ***A. Modern Governance Is Consistent with Nationhood***

The Tribe exercises full sovereign authority characteristic of a nation, including but not limited to: legislative authority through the Tribal Council; an independent judiciary; executive governance through elected officials; a professional law enforcement department; the power to enter into government-to-government compacts and agreements; the administration of federal programs under self-governance compacting authority (Pub. L. 100–472; 25 U.S.C. §§ 5361–5368); and the regulation of Class III gaming operations under the Indian Gaming Regulatory Act (25 U.S.C. § 2701 et seq.) through compacts with the State of North Carolina. These are the attributes of a nation, not a band.

### ***B. Correcting the Name Enhances Political Clarity***

The name Eastern Cherokee Nation communicates with precision what the current name obscures. It conveys sovereign status, historical continuity, and equal standing among Indigenous nations. For tribal members, it affirms identity. For federal and state agencies, it removes the implication of subordinate or dependent status. For the public and future generations, it tells the truth about who we are.

### ***C. Cultural Dignity and Identity Are Strengthened***

The corrected name removes two colonial artifacts from the Tribe’s official designation: the word “Band,” which implies dependency and incompleteness, and the word “Indians,” which is a generic federal category rather than a sovereign identifier. Replacing these terms with “Nation” restores accuracy and dignity and aligns the Tribe’s official name with its actual political and cultural status.

## **V. PRECEDENT FROM OTHER FEDERALLY RECOGNIZED TRIBES**

Numerous federally recognized tribes have corrected their names through the same administrative pathway under 25 C.F.R. § 83.6(a) and the Federally Recognized Indian Tribe List Act, and such corrections have been reflected in subsequent Federal Register publications without any alteration to the tribes’ recognition, rights, or authority. Notably, several of these corrections are directly analogous to the one proposed here—removing the term “Band” and/or adopting the term “Nation”:

**Tohono O’odham Nation** (formerly Papago Tribe of Arizona)—corrected both the tribal name and the colonial misnomer.

**Ho-Chunk Nation** (formerly Wisconsin Winnebago Tribe)—replaced a name imposed by rival tribes and adopted by federal officials.

**Muscogee Nation** (formerly Muscogee (Creek) Nation)—dropped the parenthetical colonial name and simplified to “Nation.”

**Northern Cheyenne Nation** (formerly Northern Cheyenne Tribe)—replaced “Tribe” with “Nation.”

**Yuhaaviatam of San Manuel Nation** (formerly San Manuel Band of Mission Indians, California)—removed “Band” and adopted Indigenous language name with “Nation.”

**Kletsel Dehe Wintun Nation** (formerly Kletsel Dehe Band of Wintun Indians)—removed “Band” and adopted “Nation.”

**Catawba Indian Nation** (formerly Catawba Tribe of South Carolina)—replaced “Tribe” with “Nation.”

**Pechanga Band of Indians** (formerly Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation, California)—removed colonial “Mission Indians” designation.

In each case, the BIA verified the tribal name correction and updated the Federal Register list. The former name was listed in parentheses for a transitional period of several years, after which it was removed. No tribe’s federal recognition, funding, compacts, or legal standing was affected in any way.

## **VI. TRANSITION FRAMEWORK AND CONTINUITY OF LEGAL OBLIGATIONS**

### ***A. Twenty-Four Month Dual-Name Transition Period***

The proposed Resolution establishes a twenty-four (24) month transition period from the effective date, during which both the former name “Eastern Band of Cherokee Indians” and the corrected name “Eastern Cherokee Nation” shall be recognized as valid references to the Tribe for all governmental, legal, financial, and administrative purposes. This transition period provides adequate time for the orderly update of official seals, signage, documents, websites, identification cards, and other materials. The Office of the Principal Chief, in coordination with the Office of the Attorney General and all tribal programs and enterprises, will develop and implement a transition plan. At the conclusion of the transition period, “Eastern Cherokee Nation” shall be the sole official name in all new instruments and publications.

### ***B. Continuity of All Existing Legal Instruments***

The proposed Resolution includes a comprehensive continuity and savings clause providing that all existing treaties, compacts, contracts, grants, memoranda of understanding, memoranda of agreement, court orders, judgments, regulatory approvals, federal trust responsibilities, self-governance agreements, and any other legal instruments referencing the “Eastern Band of Cherokee Indians” or “EBCI” shall remain in full force and legal effect and shall be deemed to refer to the Eastern Cherokee Nation.

Critically, the Resolution provides that no party to any such instrument may assert that the name correction constitutes a novation, breach, or alteration of any term, obligation, or entitlement. This anti-novation provision is essential to prevent any federal or state counterparty from using the name correction as a pretextual basis to reopen, renegotiate, or challenge existing agreements—including but not limited to the Tribe’s Class III gaming compact with the State of North Carolina, the Tribe’s self-governance agreements with the Department of the Interior, and any grants or contracts with federal agencies.

### *C. Federal Register Transition Process*

Under the BIA's established practice, upon receipt of a certified tribal resolution, the BIA will update the Federal Register list of recognized tribes to reflect the corrected name. The BIA's practice is to list the tribe's former name in parentheses after the corrected name for several annual publication cycles to ensure continuity and identification. (See, e.g., 89 FR 944 (Jan. 8, 2024), noting that "[t]he BIA will continue to list the Tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.") This BIA practice provides an additional layer of administrative continuity beyond the Tribe's own 24-month transition period.

## VII. CONCLUSION

The continued use of "Eastern Band of Cherokee Indians" is legally permissible but historically inaccurate and politically diminishing. It is a name that was imposed upon us, not chosen by us. It describes us as a "band" when we are a nation. It calls us "Indians" when we are Cherokee.

The correction to Eastern Cherokee Nation is fully within the Tribe's inherent sovereign authority. It follows an established federal administrative pathway under the Federally Recognized Indian Tribe List Act and 25 C.F.R. § 83.6(a). It is supported by clear historical evidence, sound policy justification, and extensive precedent from other federally recognized tribes. And it is protected by comprehensive transition and continuity provisions that ensure no existing right, obligation, or legal instrument is affected.

We respectfully urge the Tribal Council to approve the accompanying Resolution and to restore to our people a name that reflects the truth of who we are, who we have always been, and who we will remain: the Eastern Cherokee Nation.

---

## HISTORICAL SUMMARY

### **How the Name "Eastern Band of Cherokee Indians" Became Attached to Our Nation**

**1. Before Removal: One Cherokee Nation.** Before the Removal of 1838–1839, the Cherokee people existed as one sovereign nation—the Cherokee Nation—occupying a vast territory across what is now western North Carolina, eastern Tennessee, northern Georgia, and northern Alabama. There were no "bands." There was one people, one government, one nation.

**2. After Removal: Federal Agents Created the Term "Eastern Cherokees."** Following the forced removal of the majority of the Cherokee people to Indian Territory, federal officials began referring informally to the Cherokee people who remained in the East as the "Eastern Cherokees" or "Eastern Band." This language was created for the administrative convenience of the federal

government, not by Cherokee people themselves. The Cherokee who remained did not adopt or use the term “Band.”

**3. “Band” Appears as Bureaucratic Convenience.** Over the following decades, the term “Eastern Band” hardened in federal usage—appearing in correspondence, agency reports, and legislative records. At no point did Cherokee leaders request, endorse, or formalize the use of the term “Band” as an element of their political identity. It was imposed from outside, not chosen from within.

**4. 1889: State Incorporation Imposes the Name.** In 1889, the North Carolina General Assembly passed legislation incorporating the Cherokee community under the name “Eastern Band of Cherokee Indians” for the specific legal purpose of enabling the community to hold land under state law. The corporate name was a product of state legislative convenience. It was not the result of any Cherokee act of self-governance, cultural decision, or sovereign declaration. From this point forward, the state-imposed corporate name became the default designation in federal records, despite its external origins.

**5. Why the Name Is Inaccurate Today.** The Eastern Band of Cherokee Indians is not a “band” in any meaningful sense of the term. It is a federally recognized sovereign nation exercising full governmental authority—including an elected government with executive, legislative, and judicial branches; a professional law enforcement department; the authority to enter into compacts and agreements with federal and state governments; regulatory authority over gaming, land use, and natural resources; and the administration of federal programs under self-governance compacting authority. These are the attributes of a nation. The word “Band” does not describe them. The word “Nation” does.

**6. A Corrective Name that Reflects Truth.** The name Eastern Cherokee Nation is historically accurate, culturally dignified, and aligned with the Tribe’s sovereign reality. It removes colonial terminology that was imposed from outside, replaces it with a name that reflects the community’s true identity, and joins the growing number of Indigenous nations that have reclaimed their rightful names. This is not a change. It is a correction—a restoration of a name that should have been ours all along.



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5027

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 28.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution granting a limited waiver of sovereign immunity to T-Mobile License, LLC for the purpose of expanding cellular phone service and wireless services on the Qualla Boundary.*

WHEREAS, the Federal Communications Commission (FCC) granted a license to the Tribe certain Education Broadband Service Channels (Spectrum Channels) to transmit in the Asheville-Hendersonville, NC area (Market Area); and

WHEREAS, the Spectrum Channels can be made available for commercial use in the Market Area, but if the Tribe does not make use of the Spectrum Channels by October 31, 2026, the license granted by the FCC will expire; and

WHEREAS, the Tribe desires to enter into a lease agreement with T-Mobile License, LLC, (T-Mobile) to expand cellular phone service and other wireless services on the Qualla Boundary, and would do so by leasing Spectrum Channels to T-Mobile; and

WHEREAS, the lease provides for a partial waiver of the Tribe's sovereign immunity to enforce the express terms of the lease agreement, provides for a venue in the United States District Court for the Western District of North Carolina in Asheville, North Carolina, as well as provides dispute resolution that includes arbitration which can be construed as a waiver of the Tribe's sovereign immunity; and

WHEREAS, the limited waiver of sovereign immunity excludes money damages; and

WHEREAS, the Office of Attorney General has reviewed the lease and the limited waiver of sovereign immunity with T-Mobile.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians assembled, at which a quorum is present that T-Mobile License, LLC, is hereby granted a limited waiver of sovereign immunity to be used relating to the lease agreement with T-Mobile License, LLC.

BE IT FURTHER RESOLVED that a limited waiver of sovereign immunity attached to this resolution as Exhibit A is granted between the Tribe and T-Mobile License, LLC.

BE IT FINALLY RESOLVED that all resolutions that are inconsistent with this resolution are rescinded, and that this resolution shall become effective when ratified by the Principal Chief.

*Submitted by Office of Information Technology*

1  
2  
3 Exhibit A

4 Limited Waiver of Sovereign Immunity. Pursuant to the authority of the Tribal Council of the  
5 Eastern Band of Cherokee Indians, the sovereign immunity of the Eastern Band of Cherokee  
6 Indians is hereby expressly waived, but only to the extent of the obligations of the EBCI contained  
7 in the Lease Agreement and to the express terms therein with T-Mobile License, LLC, and subject  
8 to the following limitations. The Tribe does not waive sovereign immunity as to:

9 (a) the Minors and Incompetents Fund established pursuant to Section 16C-6 of the  
10 Cherokee Code (or any successor fund thereto);

11 (b) the Endowment and Investment Funds established pursuant to Section 16C-10 of the  
12 Cherokee Code (or any successor fund thereto);

13 (c) the Debt Service Sinking Funds of the Tribe, established pursuant to 16C-14 of the  
14 Cherokee Code;

15 (d) the Interim Distribution Fund of the Tribe, as defined in Section 16C-2 of the Cherokee  
16 Code (or any successor fund thereto);

17 (e) the Cherokee Sovereign Wealth Fund, LLC, and the Cherokee Sovereign Wealth Fund,  
18 established pursuant to Section 16C-30 of the Cherokee Code (or any successor fund  
19 thereto);

20 (f) any balances of cash, cash equivalents, or other investments from time to time standing  
21 in any of the foregoing accounts or funds;

22 (g) any ownership interest that the Tribe has in (A) any of the aforesaid accounts, funds  
23 and entities, and (b) any governmental or political subdivision, agency, authority, or  
24 instrumentality of, or enterprise formed by, or entity owned or controlled by the Tribe;

25 (h) any assets of any governmental or political subdivision, agency, authority, or  
26 instrumentality of, or enterprise formed by, or entity owned or controlled by the Tribe;

27 (i) any Gaming Assets;

28 (j) assets or debts of the Tribal Casino Gaming Enterprise (TCGE) and any revenues from  
29 the operation of TCGE's businesses and properties; and

30 (k) assets or debts of Cherokee Indians Hospital Authority.

31 (l) any real property or fixtures of the Tribe or of any governmental or political subdivision,  
32 agency, authority or instrumentality of, or enterprise formed by, the Tribe.

33 Gaming Assets shall mean (i) all gaming machines, gaming tables, gaming seating, security and  
34 surveillance equipment, casino chips, signage, change banks, change bins, slot machine bases and  
35 other property used or to be used in the operation of the Harrah's-Cherokee Casino and/or any  
36 gaming related business (including, without limitation, lodging, retail, restaurant, resort, sports or  
37 entertainment facilities, food and beverage distribution operations and transportation services) on  
38 the Casino site or intended to be used on the Casino site. In addition, "Gaming Assets" shall mean  
39 any Gaming Assets as used herein shall have the meaning as set forth in that certain Seventh  
40 Amended and Restated Loan Agreement dated as of December 14, 2021, among the TCGE and  
41 Wells Fargo Bank, National Association, as Administrative Agent and the other Lenders' party  
42 thereto from time to time, as the same may be amended or restated from time to time, which  
43 includes all assets or revenues of the TCGE wherever located, and (ii) revenues generated from  
44 the operation of the Casino and/or any gaming related business on the Casino site, in each case  
45 whether owned in the name of the TCGE or the Tribe, unless such gaming revenues have been

1 properly distributed from the TCGE to the Tribe in accordance with the TCGE's governing  
2 documents and any financing agreements to which the TCGE and/or the Tribe are a party.

3

4 In addition, the EBCI does not waive immunity as to (a) any ownership interest that the EBCI has  
5 in any enterprise formed by the EBCI ("Enterprise") or any ownership interest the EBCI has in any  
6 other person or entity (an "Affiliate") and any assets of such Enterprise or Affiliate; (b) any real  
7 property or fixtures of the EBCI or any of its Enterprises or Affiliates.



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5028

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 29.)

**CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA**

**Date:** \_\_\_\_\_

RESOLUTION NO. \_\_\_\_ (2026)

WHEREAS, The Federal Highway Administration (FHWA) requires and updated 5-Year Transportation Improvement Plan (TTIP) and

WHEREAS, Federal Regulations require that an updated Tribal Transportation Improvement Plan (TTIP) must be approved by the Tribal Council for projects to be eligible for funding under the Tribal Transportation Program (TTP) and

WHEREAS, the updated TTIP reflects current and upcoming projects that have been prioritized by the Tribal Roads Commission

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in Annual Council assembled where a quorum is present that Tribal Council adopts the attached updated TTIP,

BE IT FURTHER RESOLVED that Tribal Council adopts the TTIP as a working document and gives the Cherokee Department of Transportation (CDOT) staff the authority to make appropriate changes to the document as needed to accommodate the completion of approved projects,

BE IT FURTHER RESOLVED that the Cherokee Department of Transportation (CDOT) is directed to carry out the intent of this Resolution,

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

*Submitted by the Cherokee Department of Transportation (CDOT)*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5029

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 30.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

\_\_\_\_\_ Date

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution authorizing a waiver for Birdtown Community Club to receive FY26 funding.*

WHEREAS, Resolution No. 557 (2023) established requirements for Community Clubs to receive funding to support operating expenses; and

WHEREAS, Birdtown Community Club did not meet the Cherokee Community Club Council attendance requirement set forth in Resolution No. 557 (2023) due to \_\_\_\_\_; and

WHEREAS, Birdtown Community Club requires FY26 funding in order to \_\_\_\_\_.

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 Birdtown Community Club is hereby granted a one-time waiver from the Cherokee Community Club Council attendance requirement established in Resolution No. 557 (2023), and shall be awarded \$10,000 in funding for FY26.

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 Office of Budget and Finance.

*Submitted by  
Birdtown Community Club*

*Joey Owle – Chairman*

*Mason White – Vice Chairman*

*Heather Owle – Secretary*

*Deb Slee – Treasury*

Out of the six Community Club Council bi-monthly meetings Chariman Joey Owle and Secretary Heather Owle attended three of the meetings, Vice Chairman Robert Washington Jr. attended one meeting, and Treasury Deb Slee attended one meeting. Two of our officers have significant health problems and they could not attend some of the meetings due to doctor appointments out of town. We have a conflicting issue with these meetings when they are pushed to the 2nd Monday of the month which falls on our monthly community meetings. This prevents all of our officers from being able to attend.

Hello, I am writing to request the 10,000 for the Birdtown Community Club for 2026. We use this funding to help operate each year. It contributes to the upkeep of the community, the building, free labor and community services such as classes and activities.

Sgi

Chairman

Joey T Owle

Spending 2025

\$1000 dinners at community meetings

\$2000 candy fair and Halloween event

\$1500 Thanksgiving

\$0 Christmas event and food

\$1500 Birdtown celebration

\$1000 classes, activities and small events

\$4000 utility maintenance and free labor expenses gas oil etc.

= 10,000



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5030

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 31.)

## RESOLUTION NO. \_\_\_\_ (2026)

WHEREAS, the Dinilawigi (Tribal Council) of the Eastern Band of Cherokee Indians (EBCI) is authorized in Section 23 of the EBCI Charter and Governing Document "to adopt laws and regulations for the general government of the Tribe"; and

WHEREAS, the Dinilawigi has the right to bestow the title of Beloved Man on a citizen of the EBCI; and

WHEREAS, Davy Mitchell Arch, a member of the Eastern Band of Cherokee Indians born July 20, 1957, has always been a champion of Cherokee arts and crafts, culture, and traditions; and he has a true gift of knowledge of Cherokee crafts and how they are made. He knows how to collect materials to make crafts and is then able to teach that knowledge to young and old alike. Davy quietly goes about his life, never looking or asking for acknowledgment of what he knows; and

WHEREAS, Mr. Arch spent his early life in Aniwodihi (Painttown) with his grandfather, Lloyd Johnson, who taught him Cherokee storytelling, herbal medicine and how to use wild plants as food; and

WHEREAS, Mr. Arch learned woodcraft from his uncle, Boyce Allison; and he learned beadwork, pottery and sewing from his mother, Jean Johnson Arch, and his grandmother, Rachel Johnson; and

WHEREAS, Mr. Arch learned alongside Cherokee master crafts people including John Wilnoty, Bob Reed, Goingback Chiltoskie, Red Bradley, his mentor Sim Jessan, Amanda, and Gil and Geet Crowe; and

WHEREAS, Davy has taken what was taught by previously mentioned artists to ensure future artists have the skills and knowledge that others have passed on to him; and

WHEREAS, Mr. Arch worked for years at the Oconaluftee Indian Village as a demonstrator of Cherokee crafts, and later as a manager – sharing the history and artisanship of Cherokee arts and crafts with the world for almost 40 years; and

WHEREAS, Mr. Arch is a well-known artisan and represents the Eastern Band of Cherokee Indians proudly on many boards and organizations including: North Carolina Arts Council board, Qualla Arts and Crafts Mutual Inc. board; North Carolina Arts Foundation board; North Carolina Trail of Tears Association board; and he is a member of the Southern Highlands Guild, the Cherokee County Arts Council, and the Haywood Arts Council; and

WHEREAS, Mr. Arch helped start the Qualla Boundary Potters Guild and has received numerous awards including the Western Carolina Mountain Heritage Award and serving as a Grand Marshal for the Cherokee Indian Fair Parade; and

WHEREAS, Davy Arch has traveled across the world to demonstrate various Cherokee crafts, such as his infamous mask-making styles and wood carving, and educating others about the stories, myths, and history of the EBCI; and

WHEREAS, Davy Arch has shared his historical and artisan knowledge passed down from other artists that have helped not to just inspire other artisans, but to teach future artists within the EBCI; and

WHEREAS, Davy Arch has performed and demonstrated our culture and traditions for the pure reasons of ensuring the history of the EBCI is preserved. Davy Arch has taught the Cherokee arts and history across countries in North America and Europe. Davy Arch has also designated his time and knowledge to various classes and lectures at little to no cost when it comes to his expertise and knowledge; and

NOW, THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Indians in Council assembled, that Davy Mitchell Arch is hereby bestowed the title of Beloved Man of the Eastern Band of Cherokee Indians.

Submitted by Dawn Arneach and Driver Blythe



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5031

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 32.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. \_\_\_\_\_ (2026)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

WHEREAS, the Eastern Band of Cherokee Indians Veteran Services has the duty of maintaining services for all members that have served in the United States military; and

WHEREAS, the Eastern Band of Cherokee Indians tribal flag does not have a designated department to hold flags for services pertaining to the changing out of flags within the Qualla Boundary; and

WHEREAS, the need for a department to hold EBCI flags is important to ensure flags on the Qualla Boundary are changed out, given to EBCI members for certain criteria, such as funerals for previously elected officials, important sporting events such as attending state championships, and for institutions, such as universities, to ensure the EBCI flag is represented for institutions that have contracts or dealing with the Eastern Band of Cherokee Indians; and

WHEREAS, a designated department is needed to ensure that backstock of official EBCI tribal flags is achieved and maintained throughout the year;

NOW THERFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians, in Council assembled and which a quorum is present, the EBCI designates the Tribal Veteran Services Department to oversee maintaining the stock and distributions of EBCI flags where they are needed.

BE IT FURTHER RESOLVED that the EBCI Office of Budget & Finance allocate \$10,000.00 annually starting in Fiscal Year 2026 to Veterans Services to ensure that the flags are ordered for stock and future purchases if needed.

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 *Gerard Ball, Veteran Services Coordinator, and Driver Blythe.*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5032

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 33.)

**DRAFT January 30, 2026**

**Cherokee Council House  
Cherokee, North Carolina**

\_\_\_\_\_  
**Date**

**RESOLUTION NO. \_\_\_\_\_ (2026)**

*A resolution advancing EBCI sovereignty and stewardship of lands administered by the US Forest Service and US Park Service across the ancestral homelands of the Kituwah People and endorsing the frameworks for stewardship and collaboration established by the Elohi Dinigatiyi (Earth Keepers).*

WHEREAS, the *Anikituwagi* (Kituwah People) have a sacred relationship with the earth and successfully stewarded the almost 80 million acres of their ancestral homelands across the Southern Appalachians in reciprocal relationships with our natural relatives for millennia. This active relationship enabled our culture and people to thrive, our ecosystems to remain healthy, and for the earth to remain in balance; and

WHEREAS, our ancestral mother town of Kituwah, and the surrounding ancient towns and lands, waters, and forests across what are now known as the Tuckasegee and Little Tennessee River watersheds are where we first developed our language, our culture, our matrilineal governance, and our science of stewardship and alliance with other sovereigns, all which are central to the Tribe’s historic strength and continued resilience, and all of which renders the restoration of EBCI’s stewardship of the lands, waters, and forests bordering the current EBCI lands centrally important to the re-indigenization of lands and forests across all of our homelands; and

WHEREAS, over 5 million acres of our ancestral homelands are currently administered by federal land management agencies, the US Forest Service and US Park Service in particular, and though there has been extensive and widespread environmental degradation across these lands, they continue to have extraordinary cultural value, as well as high biodiversity, water quality, and other environmental and economic values and remain a key source of our health and cultural resources for our people. This is especially true of the 1.5 million acres of federal lands bordering the current EBCI lands currently administered as the Nantahala and Pisgah National Forests, the Great Smoky Mountains National Park (GSMNP) and the Blue Ridge Parkway National Park (BRPNP); and

WHEREAS, it is now recognized that while the federal land management agencies have ensured a certain level of conservation, these agencies criminalized traditional use by Kituwah People, and by not adhering to traditional land management practices including cultural fire, lands administered by the federal government are highly vulnerable to invasive species, catastrophic fires, and climate change, which all risk destroying the ecosystems that are not only central to Kituwah culture and livelihoods, but upon which the social and economic development of the entire Southern Appalachian region depends; and

WHEREAS, the EBCI has direct cultural and economic interests in the sound stewardship of these lands and waters, the wildlife that inhabit these lands, and the roads and infrastructure that cross these lands; the Tribe’s interest in the sustainable management of the GSMNP elk herd, the demands on the EBCI EMS services from GSMNP visitors, and the management of Highway 441 through the GSMNP are cases in point; and

WHEREAS, the United States owes trust responsibilities to EBCI under federal law, including obligations to engage in meaningful consultation with EBCI in making decisions that affect EBCI



*Dinigatiyi* (Earth Keepers), as annexed, to guide EBCI co-stewardship arrangements, and the four-part framework for all co-stewardship agreements, and calls for the NRD to develop co-stewardship governance arrangements with the US Forest Service and US Park Service across its ancestral lands, starting with the establishment of an MOA with the US Forest Service for the co-stewardship of the Nantahala and Pisgah National Forest.

*Submitted by: Tommy Cabe, Forest Resources Specialist, Natural Resources Department, Eastern Band of Cherokee Indians*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5033

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 34.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CHEROKEE COUNCIL HOUSE  
CHEROKEE, NORTH CAROLINA

\_\_\_\_\_  
DATE

RESOLUTION NO. \_\_\_\_\_ (2026)

**WHEREAS,** the Tribal Operations Program has received one (1) donation requests for the month of March 2026, and,

**WHEREAS,** the request meets the requirements as set forth in Res. 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 the request below is approved:

- 1.) Robbinsville Lady Knights Varsity Softball - \$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*



# Eastern Band of Cherokee Indians

PO Box 455  
Cherokee, NC 28719

## Text File

File Number: 2026 -5034

---

**Agenda Date:** 3/5/2026

**Version:** 1

**Status:** Agenda Ready

**In Control:** Tribal Council

**File Type:** Resolution

**Agenda Number:** 35.)

CHEROKEE COUNCIL HOUSE  
CHEROKEE, QUALLA BOUNDARY, NC

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ (2026)

*A resolution to exclude Angel Antonio Palma from the lands of the Eastern Band of Cherokee Indians.*

WHEREAS, the Eastern Band of Cherokee Indians (“EBCI” or “Tribe”) has the sovereign authority to exclude persons from lands of the Eastern Band to protect the integrity, law and order of the lands, and the welfare of Tribal members; and

WHEREAS, the Tribal Council has codified its authority to exclude persons from the lands of the Eastern Band at Chapter 2 of the Cherokee Code; and

WHEREAS, the power to exclude is an inherent and essential part of Tribal sovereignty that is indispensable to the Tribe's autonomy and self-governance; and

WHEREAS, ANGEL ANTONIO PALMA (Date of Birth: 02/02/1979) is not a member of the Eastern Band of Cherokee Indians, but has been in and around the Qualla Boundary; and

WHEREAS, PALMA is 46 years old. Palma has a lengthy criminal history that includes DWLR9s multiple times in surrounding Counties, 12 aliases under fictitious names, drug charges and no legal address in the area; and

WHEREAS, PALMA most recently, while on the Boundary, was arrested for Possession of Methamphetamine and in Jackson County with Misdemeanor Child Abuse, and Resisting a Public Officer.

WHEREAS, PALMA does not appear to have steady income and has been dismissed by several employers in the Boundary. It is believed that he poses a threat to the health, welfare, and safety of the Eastern Band of Cherokee Indians.

NOW THEREFORE, BE IT RESOLVED by the Tribal Council, in Council assembled with a quorum present, and with the number of votes required by Tribal law, ANGEL ANTONIO PALMA is hereby PERMANENTLY EXCLUDED from all Tribal lands and is hereby notified and ordered to vacate all tribal lands.

BE IT FURTHER RESOLVED that this permanent exclusion prohibits ANGEL ANTONIO PALMA from entering or being present on Tribal land for any purpose except as required by Tribal Council or Tribal Court.

1 BE IT FURTHER RESOLVED that if ANGEL ANTONIO PALMA  
2 is found improperly on Tribal lands at any time after the effective date of this  
3 resolution, he shall be treated as a trespasser and appropriate legal action shall be  
4 taken against him.  
5

6 BE IT FINALLY RESOLVED that all resolutions inconsistent with this resolution are rescinded,  
7 and that this resolution shall become effective when ratified by the Principal  
8 Chief.  
9

10 *Submitted by Chief of Police Carla Neadeau.*