

Cherokee County Board of Commissioners
Meeting Agenda
February 16, 2026
6:30 P.M.

- I. Call to Order by Chairman**
- II. Invocation**
- III. Pledge**
- IV. Ethics Statement** “Members of the Cherokee County Board of Commissioners are reminded and advised of their duties under state law and the Cherokee County Code of Ethics Resolution, as such may pertain of their personal actions and actions of the board”.
- V. Modification of Agenda**
- VI. Agenda Adoption**
- VII. Public Comment Period**
- VIII. Meeting Minutes** – [January 20, 2026](#) and [February 7, 2026](#)
- IX. Budget and Finance**
 - a) Bid Award for Landfill Mechanic Building
 - b) [Budget Revision for use of Contingency to Cover Additional Cost of Landfill Mechanics Building Project](#)
 - c) [Amended Capital Project Budget Ordinance for Landfill Mechanic Building](#)
 - d) [Budget Revision to Accept Grant Revenues for Veteran Services Office](#)
 - e) [Budget Revision for use of Contingency to Cover Additional Cost Related to VA/Sr Center Facility](#) (\$21,959)
 - f) [Amended Capital Project Budget Ordinance for VA/Sr Center Facility](#)
- X. Old Business**
 - a) Commissioner Adams - Land-Use
 - b) Commissioner Adams - Animal Control
- XI. New Business**
 - a) [Jackie Mueller – Pregnancy and Parenting Center Request for Donation of Property](#)

- b) [Joe Street – Request for an Ordinance Regulating Hunting Around Residential Dwellings](#)
- c) [Wolf Creek Fire Department’s Request for Rescue Funds to Purchase Equipment Necessary to Certify as Medium Rescue Standard](#)
- d) [Jordan Messer - Peachtree Volunteer Fire Department Request to Apply for a Tax-Free Laon for New Substation](#)
- e) [Tourism Development Authority Appointment](#)
- f) [Probation and Parole Office Lease Renewal](#)
- g) [Teresa Ricks, Tax Assessor – Price Proposal for Valuation of Cherokee County Data Facilities and Bitcoin Mining Centers](#)
- h) Tax Releases, Tax Refunds, and [NCVTS Refund Report](#) (Tax Refunds and Releases will be available prior to the meeting on Monday.)
 - i) [Resolution Requesting Land for a State Park](#)
 - j) [Murphy Power Board Easement for New Transformer to Support New VA/Sr Facility](#)
 - k) [Cherokee County Technology Use Policy Revision – Mobile Device Management – Section 4.13](#)

XII. County Manager Items

XIII. Chairman/Commissioner Items

XIV. Closed Session – Pursuant to § 143 318.11 (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; and (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.

XV. Open Session

XVI. Adjourn

Cherokee County Board of Commissioners Meeting Minutes
20 January 2026

Present were Commissioner Dr. Dan Eichenbaum, Vice-Chairman Cal Stiles, Commissioner Mark Stiles, Commissioner Ben Adams, Chairman Alan Bryant, County Manager Randy Wiggins, CFO Candy Anderson, Ralph Robinson of Local TV4, and County Attorney and acting Clerk to the Board, Darryl Brown.

At 6:30 p.m. the meeting was called to Order by Chairman Alan Bryant in the Commissioners Board Room of the Cherokee County Courthouse.

The invocation was offered by Commissioner Mark Stiles.

The actin Clerk read the ethics statement.

The Chairman lead the reciting of the Pledge of Allegiance.

After modification, Commissioner Cal Stiles made a motion to adopt the agenda as modified. The motion was seconded by Commissioner Mark Stiles and was adopted unanimously.

Public Comment Period was opened by the Chairman. Henry Saludes, Robin Gouin, Elmer Roush and Ron Wright spoke in the public comment period.

Commissioner Ben Adams made a motion to approve the regular meeting minutes of November 17, 2025 and December 1, 2025, and the organizational meeting minutes of December 1, 2025. The Motion was seconded by Commissioner Eichenbaum and passed unanimously.

BUDGET & FINANCE MATTERS

- a. Commissioner Cal Stiles made a motion to approve the Use of Article 46 Sales Tax fund balance to complete a roof project at Tri-County Community College (\$114,306.90). The motion was seconded by Commissioner Eichenbaum and passed unanimously.
- b. Commissioner Mark Stiles made a motion to approve a budget revision for the use of contingency to purchase a new commercial washing machine for the Cherokee County Detention Center (\$18,547). The motion was seconded by Commissioner Bryant and passed unanimously.

- c. Commissioner Adams made a motion to approve new fees for Cherokee County Health Department SPIKEVAX vaccinations. The motion was seconded by Commissioner Mark Stiles and passed unanimously.
- d. Commissioner Adams made a motion to approve a proposal by PBI, Inc. for furnishing the new Senior/VA facility (\$344,906.23). The motion was seconded by Commissioner Mark Stiles and passed unanimously. CFO Anderson added it was expected that sales tax refunds and interest on the project funds were likely to cover the costs of the furnishings.
- e. Commissioner Eichenbaum made a motion to approve a budget revision for additional funds to facilitate scope changes at the EMS Station 2 project (\$18,188.41). The motion was seconded by Commissioner Cal Stiles and passed unanimously.
- f. Commissioner Adams made a motion to adopt a Capital Project Ordinance for a project to replace the roof at Andrews Elementary School. The motion was seconded by Commissioner Mark Stiles and passed unanimously.
- g. Commissioner Adams made a motion to approve an engineering services agreement with REI Engineers for the project to replace the roof at Andrews Elementary School. The motion was seconded by Commissioner Mark Stiles and passed unanimously.
- h. Commissioner Adams made a motion to approve reinstatement of an Administrative Assistant position (pay grade 62) at EMS due to restructuring after the retirement of the Emergency Services Director Robin Caldwell. The motion was seconded by Commissioner Bryant and passed unanimously. County Manager Randy Wiggins explained the restructuring would be a cost savings to the County.
- i. Commissioner Cal Stiles made a motion to approve a budget revision for the use of contingency to renovate the old first-floor courtroom to office space. (\$16,000). The motion was seconded by Commissioner Mark Stiles and passed unanimously. The County Manager explained the immediate renovation is to hopefully facilitate moving Juvenile Justice and Guardian ad Litem into permanent offices in the Courthouse.
- j. Commissioner Adams made a motion to approve a budget revision for the use of contingency to replace a freezer at the Cherokee County Detention Center (\$31,320). The motion was seconded by Commissioner Eichenbaum and passed unanimously.

NEW BUSINESS

- a. Commissioner Cal Stiles made a motion to approve Beverly White to the Community Care Advisory Committee. The motion was seconded by Commissioner Mark Stiles and passed unanimously.

- b. Commissioner Adams made a motion to approve the use of rescue funds in the amount of \$7500 for a 50/50 grant match for the Peachtree VFD. The grant is for compressed air cylinders to operate pneumatic tools, air bags, and pneumatic hammers. Commissioner Bryant seconded the motion and passed unanimously.
- c. Commissioner Cal Stiles made a motion to approve use of rescue funds in the amount of \$15,350 for the replacement/upgrading of rescue equipment inherited from the Cherokee County Rescue Squad by the Hiwassee Dam VFD. The motion was seconded by Commissioner Eichenbaum and passed unanimously.
- d. Commissioner Eichenbaum made a motion to approve a resolution to approve a loan taken by the Hiwassee Dam VFD from First Citizens Bank in the amount of \$573,843.18 for a new pumper truck. The motion to approve the resolution was made by Commissioner Cal Stiles and was approved unanimously. (Clerk is authorized to sign on behalf of the Board)
- e. Commissioner Adams made a motion to approve Jessica Hays to serve on the Wolf Creek Fireman's Relief Fund Board. The motion was seconded by Commissioner Mark Stiles and passed unanimously.
- f. Commissioner Mark Stiles made a motion to approve grant applications for the Cherokee County Sheriff's Department for respective grants for accreditation and overtime funds (no county match). The motion was seconded by Commissioner Adams and passed unanimously.
- g. Commissioner Cal Stiles made a motion to approve a resolution to convey the old armory property to Tri-County Community College. Commissioner Eichenbaum seconded approval of the resolution. The resolution was approved by a vote of 4 to 1. Commissioner Adams opposed.
- h. Commissioner Eichenbaum made a motion to approve a resolution establishing a Special Board of Equalization and Review for 2026. Commissioner Cal Stiles seconded the approval of the resolution which was approved unanimously.
- i. Commissioner Cal Stiles made a motion to approve the Tax Releases, Tax Refunds and NCVTS report as presented. Commissioner Eichenbaum seconded the motion and was passed unanimously.
- j. Commissioner Cal Stiles made a motion to approve an easement to Duke Power for lines across County property in Marble near the old landfill. The County Manager explained the Solid Waste Director and the engineering consultant met with Duke representatives. Duke has agreed to do significant tree trimming and to replace needed power poles. Commissioner Mark Stiles seconded the motion that passed unanimously.
- k. Commissioner Cal Stiles made a motion to appoint Commissioner Alan Bryant to the VAYA Health Regional Advisory Board.

Commissioner Bryant accepted the nomination. Commissioner Eichenbaum seconded the motion and passed unanimously.

1. Commissioner Cal Stiles made a motion to reschedule the March 16, 2026 meeting to March 9, 2026. Commissioner Eichenbaum seconded the motion and passed unanimously.
- m. Commissioner Adams brought for discussion the issue of using the Cherokee County Courthouse for a GOP debate on February 5, 2026. The County Attorney expressed concerns about using a county facility for a partisan political event and the use of County funds to provide necessary security for the facility. GOP representatives indicated they would cover the costs involved and would submit the fee and security deposit required by the County Facility Use Policy. Commissioner Adams made a motion to allow the use of the Courthouse for the 2/5/26 event. Commissioner Alan Bryant seconded the motion and passed unanimously.
- n. Commissioner Adams brought a motion to rescind the Petition for Redress of Grievances passed unanimously by the Board on April 23, 2025 regarding US Forest Service Property near Hiwassee and Appalachia Lakes. Commissioner Mark Stiles seconded the motion which passed unanimously.
- o. Commissioner Cal Stiles made a motion for a petition to the US Forest Service for title to the Hanging Dog Campground to be utilized for a State Park. Commissioner Adams seconded the motion and such passed unanimously. County Staff was tasked with putting the motion into writing to send to the USFS.

County Manager Randy Wiggins updated the Board on the EMS Station 2 and Senior/VA construction projects.

The Board by acclamation approved advertisement of foreclosure property on Angel Mountain for \$7500.

Commissioner Cal Stiles made a motion to waive county building fees for Peachtree VFD in their construction project in Brasstown. Commissioner Mark Stiles seconded the motion which passed unanimously.

Commissioner Bryant made a motion to adjourn. The motion was seconded by Commissioner Cal Stiles and passed unanimously. The meeting was adjourned.

Minutes of the Special Meeting of the Cherokee County Board of Commissioners on 7 February 2026 at 4 pm in the Cherokee County Courthouse.

This Special Meeting of the Cherokee County Board of Commissioners was called to address the resignation of Sheriff Dustin Smith.

Present were Chairman Alan Bryant, Vice Chair Cal Stiles, Commissioner Dan Eichenbaum, Commissioner Mark Stiles, County Manager Randy Wiggins, Chief Deputy Justin Jacobs, and County Attorney and acting clerk, Darryl Brown. Commissioner Ben Adams was not present. A quorum was present. Randy Foster of the Cherokee Scout was present and recorded the proceedings.

The meeting was called to order by Chairman Alan Bryant at 4:00 pm

The Invocation was offered by Commissioner Cal Stiles.

The Acting Clerk gave a summary of the ethics statement.

Commissioner Cal Stiles made a motion to accept the resignation of Sheriff Dustin Smith. The motion was seconded by Commissioner Eichenbaum and passed unanimously.

Commissioner Eichenbaum made a motion for the Declaration of Vacancy of Office of Sheriff. Commissioner Cal Stiles seconded the motion, and the Declaration was passed unanimously at 4:04 pm.

Commissioner Cal Stiles made a motion to adjourn. Commissioner Eichenbaum seconded the motion and passed unanimously at 4:05 p.m.

At 4:15 p.m., a member of the Republican Executive Committee was served by the County Attorney in the Commissioners Board Room with the Declaration of Vacancy of Office of Sheriff.



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

*Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
Candy R. Anderson, CPA, CGMA, Chief Financial Officer
Darryl Brown, County Attorney*

Board of Commissioners
Alan Bryant, Chairman
Cal Stiles, Vice Chairman
Ben Adams
Dr. Dan Eichenbaum
Mark Stiles

BUDGET REVISION

2/16/2026

(DECREASE)
INCREASE

1099800-48880	Contingency	(58,944.00)
1099800-40211	Contribution to Capital Project Fund	58,944.00

Use of contingency to cover additional cost of Landfill Mechanics Building capital project.

Chairperson

2/16/2026

Capital Project Ordinance - Amended
For the Solid Waste Mechanic's Building Replacement Project
Cherokee County, North Carolina

BE IT ORDAINED by the Governing Board of the County of Cherokee County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1: The project authorized is the permitting and construction of the Mechanic's Building to be utilized by the Cherokee County Solid Waste Department located in Marble, North Carolina.

SECTION 2: The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

SECTION 3: The following amounts are appropriated for the project:

Construction	\$ 538,400
Planning/Design	<u>15,820</u>
Total	<u>\$ 554,220</u>

SECTION 4: The following revenues are anticipated to be available to complete this project:

Insurance Proceeds	\$ 495,276
Transfer from General Fund	<u>58,944</u>
Total	<u>\$ 554,220</u>

SECTION 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of Federal and State regulations.

SECTION 6: The Finance Officer is directed to report, on a quarterly basis, the financial status of each project element in Section 3 and on total revenues received.

SECTION 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues related to this capital project in every budget submission made to this Board.

SECTION 8: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, to the Budget Officer, and to the Finance Officer for direction in carrying out this project.

Adopted this 16th day of February, 2026

Chairperson



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

*Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
Candy R. Anderson, CPA, CGMA, Chief Financial Officer
Darryl Brown, County Attorney*

Board of Commissioners
*Alan Bryant, Chairman
Cal Stiles, Vice Chairman
Ben Adams
Dr. Dan Eichenbaum
Mark Stiles*

BUDGET REVISION

2/16/2026

(DECREASE)
INCREASE

1045820-34430	VA Grant Revenues	20,000.00
1095820-46000	VA Grant Expenses	20,000.00

Purchase office furnishings, travel & training to annual conference, advertising for events & office services, and annual welcome home event outreach with a grant from NCDMVA. No county match required.

Chairperson

2/16/2026



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

*Randy Wiggins, County Manager
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Board of Commissioners
*Alan Bryant, Chairman
Cal Stiles, Vice Chairman
Ben Adams
Dr. Dan Eichenbaum
Mark Stiles*

BUDGET REVISION

2/16/2026

(DECREASE)
INCREASE

1099800-48880 Contingency
1099800-40211 Contribution to Capital Project Fund

(21,959.00)
21,959.00

Use of contingency to cover additional cost of Senior Center/VA Building capital project.

Chairperson

2/16/2026

Grant Capital Project Ordinance - Amended
For the Senior Center / Veterans Services Facility Project
Cherokee County, North Carolina

BE IT ORDAINED by the Governing Board of the County of Cherokee County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1: The project authorized is the permitting and construction of the Senior Center / Veterans Services Facility to be utilized by the Cherokee County Senior Services and Veterans Services Departments located in Murphy, North Carolina.

SECTION 2: The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

SECTION 3: The following amounts are appropriated for the project:

Construction/Site Work	\$ 8,912,016
Planning/Design/Engineering	819,248
Land	248,183
Contingency	0
Total	<u>\$ 9,979,447</u>

SECTION 4: The following revenues are anticipated to be available to complete this project:

State Capital and Infrastructure Fund (SCIF) Grant	\$ 3,350,000
Interest Income	14,200
Transfer from General Fund	<u>6,615,247</u>
Total	<u>\$ 9,979,447</u>

SECTION 5: The Chief Financial Officer is hereby directed to maintain within the Grant Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of Federal and State regulations.

SECTION 6: The Chief Financial Officer is directed to report, on a quarterly basis, the financial status of each project element in Section 3 and on total revenues received.

SECTION 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues related to this capital project in every budget submission made to this Board.

SECTION 8: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, to the Budget Officer, and to the Chief Financial Officer for direction in carrying out this project.

Adopted this 16th day of February, 2026

Chairperson



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: February 4, 2026 TIME: 8:00 am

NAME: Jackie Mueller, Board Chairman for Pregnancy & Parenting Center of Cherokee County

ADDRESS: 36 Cattail Circle, Andrews, NC 28901

PHONE: 321-695-6442

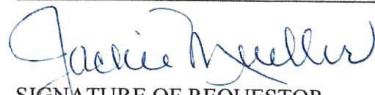
DETAILED REASON FOR REQUEST:

Present proposal (see attached) at the February 16, 2026 Board of Commissioners meeting. This proposal is to request the donation of county-owned property,

former Health Department Building in Andrews (excluding EMS facility), to the
Pregnancy & Parenting Center of Cherokee County.

We are a 501c3 organization since 2010, providing free services to the Cherokee County community.

We believe that donating this property that has sat vacant for an extended period of time, will benefit the
community at large with the many services and potentially expanded services that are essential to our community



SIGNATURE OF REQUESTOR

REQUESTS MUST BE RECEIVED TEN CALENDAR DAYS PRIOR TO THE REQUESTED MEETING DATE. REQUESTS MUST PERTAIN TO COUNTY BUSINESS. COUNTY BUSINESS IS DEFINED AS: ANY ITEM OF BUSINESS THAT REQUIRES BOARD ACTION, OR DISCUSSION AND CONSIDERATION OF AN ITEM THAT THE BOARD OF COMMISSIONERS HAS STATUTORY AUTHORITY TO ACT ON. REQUESTS MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION.

NOTE: FUNDING OR BUDGETARY REQUESTS MUST MEET REQUIREMENTS OF THE ATTACHED ORDINANCE

PROPOSAL FOR DONATION OF COUNTY-OWNED PROPERTY

Former Health Department Building
Andrews, North Carolina



Pregnancy & Parenting Support

"Before I formed you in the womb, I knew you..." --Jeremiah 1:5

Submitted to
Cherokee County Board of Commissioners

Submitted by
Woman's Enrichment and Family Center, Inc
(*dba Pregnancy & Parenting Center of Cherokee County*)

Date: February 4, 2026

Contact Information

Pregnancy & Parenting Center of Cherokee County
PO Box 866
Andrews, NC 28901
Phone: 828-321-3848
Website: ppc-care.org

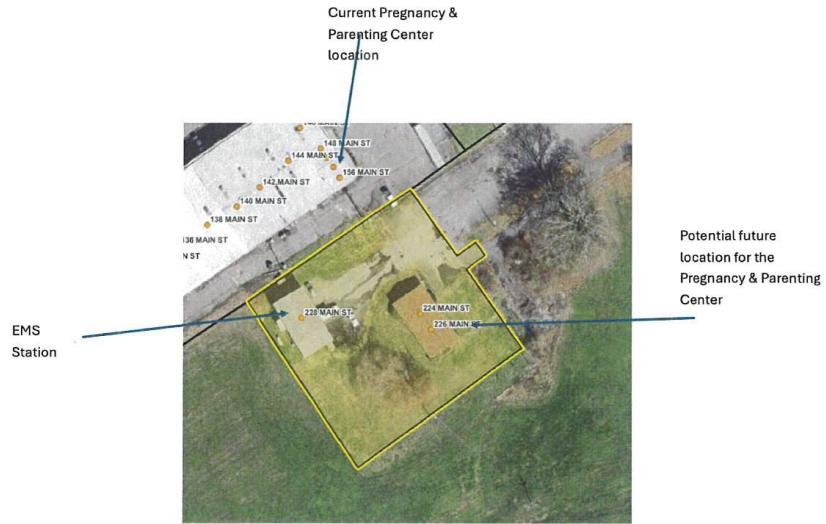
EXECUTIVE SUMMARY

Cherokee County's hardworking taxpayers deserve every county asset to work harder for families, for children, and for fiscal responsibility. The Old Health Department Building at 224 Main Street in Andrews has stood vacant for years, quietly draining resources through maintenance, insurance, and liability exposure while providing zero benefit.

By donating this property (excluding the EMS facility) to the Pregnancy & Parenting Center a proven, all-volunteer, privately funded 501(c)(3) the Board can instantly transform an idle liability into a thriving family support hub. This no-cost action eliminates ongoing county burdens, amplifies free essential services that strengthen our rural communities, and delivers measurable public good without a single tax dollar spent.

This is prudent stewardship: turning unused property into lasting community strength.

PROPERTY IDENTIFICATION & LOCATION



PO Box 866 * Andrews, NC 28901 * 828-321-3848 * ppc-care.org

Figure 1. Cherokee County GIS Parcel Map – Old Health Department Property

Located at 224 Main Street, Andrews, amid our beautiful mountains, this well-maintained brick building and grounds represent a prime opportunity. It is non-revenue-producing, unprogrammed for county use, and ready for immediate productive repurposing.

RELATIONSHIP TO EMS OPERATIONS



Figure 2. Aerial Site Map Showing EMS Station and Proposed PPC Location

EMS operations remain fully protected and unchanged:

- The EMS building and access are explicitly excluded.
- Clear separation, defined driveways, and ample space ensure seamless emergency response.
- Proposed fencing along the shared boundary will add an extra layer of security for vehicles and personnel.

No interference, no added costs only enhanced community safety through thoughtful planning.

ORGANIZATION OVERVIEW

Since 2010, the Pregnancy & Parenting Center has been a trusted, faith-based pillar in Andrews and Cherokee County delivering free, compassionate support entirely through private donations from churches, businesses, and generous individuals. No government funding. All volunteer-driven.

Core Services That Build Stronger Families

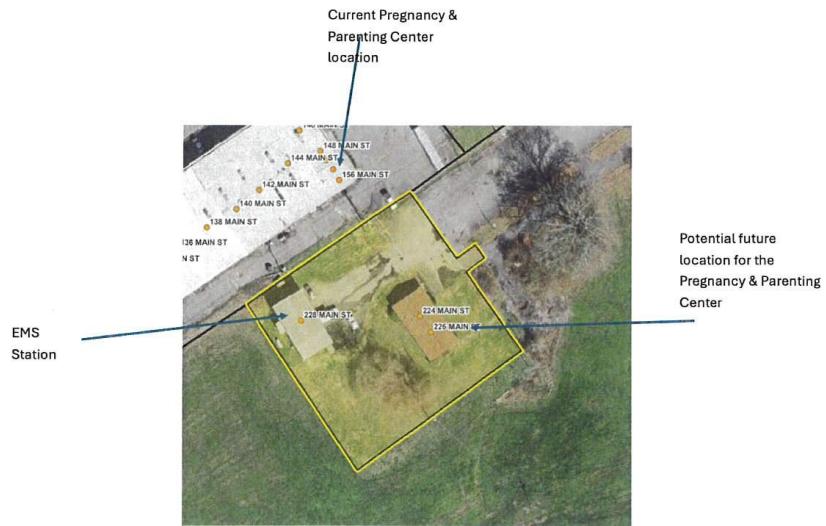
- Confidential peer counseling and life-affirming options
- Pregnancy/parenting education and fatherhood programs
- Life-skills training for self-sufficiency
- Free baby supplies, maternity clothes, and family clothing
- Miscarriage/post-abortion healing support
- 2-3 annual community Free Yard Sales providing essentials to hundreds with no questions asked

Proven 2025 Impact

- 155 individual client visits
- 37 new families welcomed
- 47 classes/events serving 204 participants

These numbers represent real lives changed: fewer crises, stronger homes, and children given brighter futures all preventing costlier downstream interventions.

THE CURRENT BARRIER: RENT STEALS FROM SERVICES



PO Box 866 * Andrews, NC 28901 * 828-321-3848 * ppc-care.org

Every rent payment diverts precious donated dollars away from the families who need help most. Ownership eliminates this drain, freeing 100% of community generosity for expanded programs, more supplies, and greater reach multiplying impact without asking the county for a dime.

PROPOSED USE: A FAMILY-CENTERED CAMPUS



Figure 4. Front view with ample parking



Figure 5. Side view showing solid brick structure – “Good Bones”

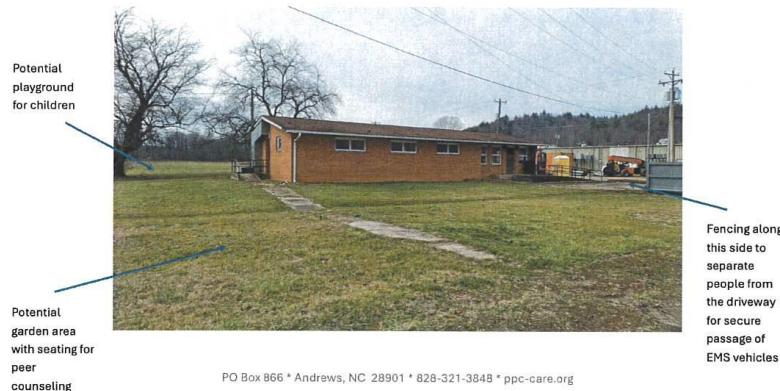
The sturdy building is perfectly suited for:

- Private counseling and support rooms
- Classrooms for education and life-skills
- Administrative space and secure storage for donations

Outdoor Vision for Connection and Growth

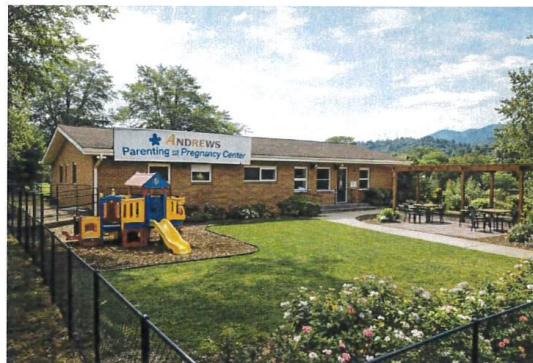
Proposal:

The board of the Pregnancy & Parenting Center is interested in Cherokee County, NC donating the old Health Department building and surrounding property (excluding the EMS building) to our 501c3 in support of the free services that we have provided and will continue to provide to the community of Andrews, Cherokee County and beyond. By donating this property that has sat vacant for an extended period of time, we believe that it will benefit the community at large with the many services and potentially expanded services that are essential in every community.



PO Box 866 * Andrews, NC 28901 * 828-321-3848 * ppc-care.org

Potential Renovated Facility with Outdoor Spaces



The open grounds create exciting possibilities:

- A safe childrens playground for play and learning
- A peaceful garden with seating for outdoor counseling and family gatherings
- Welcoming space for community events

With fencing for EMS safety, this becomes a cohesive, family-friendly campus rooted in our values of compassion, responsibility, and community self-reliance.

TANGIBLE BENEFITS TO CHEROKEE COUNTY AND TAXPAYERS

Immediate Fiscal Relief

- Ends ongoing maintenance, insurance, and utility costs for a vacant property.
- Avoids expensive future repairs or demolition.
- Shifts all responsibilities to a reliable nonprofit saving taxpayer dollars year after year.

Liability Elimination

Vacant buildings invite risks; donation removes them entirely from county books.

Zero Revenue or Tax Impact

- No loss to the tax base (already non-revenue-producing).
- Property remains tax-exempt under 501(c)(3) rules no fiscal hit.

Powerful Public Good at No Cost

- Repurposes an underused asset into preventative services that reduce future public burdens (e.g., family stability lowers social service needs).
- Strengthens Cherokee County's reputation for smart, compassionate governance.
- Creates a lasting legacy: commissioners enabling stronger families across generations.

This is the definition of responsible leadership maximizing every asset for the people who elected you.

OUR COMMITMENT: STEWARDSHIP & TRANSPARENCY

We pledge:

- Exclusive charitable use aligned with our mission
- Full insurance coverage and maintenance responsibility
- Private funding sustainability no county support ever requested
- Prompt application for property tax exemption

As a longstanding 501(c)(3), we understand property ownership safeguards and are prepared to protect this gift responsibly.

FORMAL REQUEST

We respectfully urge the Cherokee County Board of Commissioners to approve the donation of the Old Health Department Building and grounds (excluding EMS) to the Pregnancy & Parenting Center.

This straightforward action delivers:

- Cost savings and risk reduction
- Amplified family support
- A proud example of efficient, community-focused governance

CLOSING STATEMENT

This proposal is about more than a building its about choosing action over inaction, impact over idleness, and hope for Cherokee Countys families.

By saying yes, the Board turns a forgotten property into a beacon of support in Andrews honoring taxpayers, uplifting neighbors, and leaving a legacy of wise stewardship.

We stand ready for questions, a site visit, or to present in person. Thank you for considering this opportunity to make a profound, positive difference.

Sincerely,

Board of Directors

Pregnancy & Parenting Center of Cherokee County



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 1-26-16 TIME: _____

NAME: Joe Street

ADDRESS: 152 Monroe Lane, Murphy

PHONE: 678.641.8388

DETAILED REASON FOR REQUEST:

I would like to propose an ordinance for not shooting near or
hunting within 500 feet of a residence while on public water ways.

We have a serious safety issue with goose and duck
hunters shooting within a few hundred feet of
residential dwellings on the Hiawassee River.

A handwritten signature in black ink, appearing to read "Joe Street".

SIGNATURE OF REQUESTOR

REQUESTS MUST BE RECEIVED TEN CALENDAR DAYS PRIOR TO THE REQUESTED MEETING DATE. REQUESTS MUST PERTAIN TO COUNTY BUSINESS. COUNTY BUSINESS IS DEFINED AS: ANY ITEM OF BUSINESS THAT REQUIRES BOARD ACTION, OR DISCUSSION AND CONSIDERATION OF AN ITEM THAT THE BOARD OF COMMISSIONERS HAS STATUTORY AUTHORITY TO ACT ON. REQUESTS MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION.

NOTE: FUNDING OR BUDGETARY REQUESTS MUST MEET REQUIREMENTS OF THE ATTACHED ORDINANCE

REQUEST FOR RESCUE FUNDING

DATE: 01/28/2026

DEPARTMENT: Wolf Creek Fire Department

AMOUNT REQUESTED: \$24,988.00

Is request for full cost of project or as a match to a grant or other funds?

It is a match to a 50/50 grant we have been awarded

If grant match, what grant has been applied for and what is the amount of the grant being applied for?

NC OSFM Volunteer Rescue/EMS Grant, total applied for was \$49,976.00

If other funds, what is the source and amount of other funds to be used?

N/A

TOTAL COST OF PROJECT: \$49,976.00

PROJECT TO BE FUNDED:

The department is currently working on improving the capabilities of providing rescue services. We are working to obtain the necessary equipment required to certify with the N.C. Association of Rescue & EMS at the "Medium Rescue Standard". We have a lot of the required equipment already in use, but this grant will fund the purchase of the remaining required rescue equipment to meet and attain the state rescue standard. We applied for this grant in October 2025, awarded the grant December 15, 2025, and we were going to fund our portion of the matching grant from our normal operating budget, however, since applying we have had some additional expenses come up. We now have a very good opportunity to construct a substation in a location that will bring a portion of our district that is currently outside our rated district into coverage. This substation will come at a huge cost savings as the property we have found will not cost us anything, and we will only be facing the cost of constructing the station. In addition to this project, we were lucky to have found another pumper/engine, earlier this month, for a reasonable price which we were able to purchase for this substation. We are required to purchase and pay for the full cost of the rescue equipment on the grant and then submit invoices to NC OSFM, and they will then reimburse us their portion of the grant, but will not cover the taxes and shipping cost.

Section I: Project description

See above

Section III: Expected results

Purchase of required equipment to certify at the "Medium Rescue Standard" and better prepare the department's rescue response capabilities.

Section IV: Sustainability

Once it is purchased, there will be no issues with sustainability.

List of Equipment

Wolfcreek Volunteer Fire Department, Inc. - Cherokee

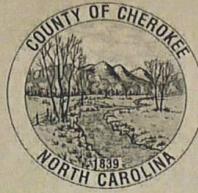
You will only be able to select equipment consistent with the services your department provides.

Total Cost (\$)

49,976.00

Category	Equipment	Count	Item Cost	Total
Digital Equipment (Computers & Cameras)	Portable/Vehicle GPS (List type and accessories in notes field)	1	154.00	154.00
Electrical Equipment	Electrical Cords 12/3	4	44.00	176.00
Electrical Equipment	Flashlight (Specify type of light in notes field)	2	275.00	550.00
Electrical Equipment	Flashlight (Specify type of light in notes field)	4	90.00	360.00
Electrical Equipment	GFCI pigtail	2	58.00	116.00
Electrical Equipment	Landing Zone Lights	1	550.00	550.00
Electrical Equipment	Lights, Scene Lights	2	475.00	950.00
Emergency Medical Care	EMS, AED with accessories	1	1,000.00	1,000.00
Extrication, Stabilization, Forcible Entry	Air Bag Set (Specify accessories in notes section)	2	2,415.00	4,830.00
Extrication, Stabilization, Forcible Entry	Air Chisel	1	149.00	149.00
Extrication, Stabilization, Forcible Entry	Battery Powered Rescue Tools (Edraulic)	1	16,912.00	16,912.00
Extrication, Stabilization, Forcible Entry	Bolt or Cable Cutters	1	28.00	28.00
Extrication, Stabilization, Forcible Entry	Bow Saw	1	25.00	25.00
Extrication, Stabilization, Forcible Entry	Chain 70 Grade 3/8" (Specify length)	2	70.00	140.00
Extrication, Stabilization, Forcible Entry	Chain 70 Grade 3/8" (Specify length)	2	70.00	140.00
Extrication, Stabilization, Forcible Entry	Chain Kit	12	32.00	384.00
Extrication, Stabilization, Forcible Entry	Come Along (Specify type in notes section webbing not eligible)	2	122.00	244.00
Extrication, Stabilization, Forcible Entry	Impact Wrench	1	88.00	88.00
Extrication, Stabilization, Forcible Entry	Jacks (Specify type and kind in notes field)	1	40.00	40.00
Extrication, Stabilization, Forcible Entry	Mechanics Tools - 1 Complete Set Only	1	385.00	385.00
Extrication, Stabilization, Forcible Entry	Reciprocating Saw (Cordless or corded)	1	549.00	549.00
Extrication, Stabilization, Forcible Entry	Socket Set (Must be sold as a set)	1	115.00	115.00
Extrication, Stabilization, Forcible Entry	Standard Wrench Set (Must be sold as a set)	1	450.00	450.00

<u>Category</u>	<u>Equipment</u>	<u>Count</u>	<u>Item Cost</u>	<u>Total</u>
Personal Protective	Class II or Class III Traffic Control Vest (Must meet ANSI)	8	64.00	512.00
Personal Protective	Extrication Gloves- (Specify NFPA Standard)	25	55.00	1,375.00
Personal Protective	Gear Bag	12	70.00	840.00
Rope & Accessories	Ascender	16	125.00	2,000.00
Rope & Accessories	Basket/Bridle Sling	2	450.00	900.00
Rope & Accessories	Brake Bar Rack	1	200.00	200.00
Rope & Accessories	Carabiners - NFPA Compliant	20	57.00	1,140.00
Rope & Accessories	Descender (Specify type and kind in notes field)	6	82.00	492.00
Rope & Accessories	Pick Off Strap	2	100.00	200.00
Rope & Accessories	Prusik Cord (Specify quantity, size and length)	1	235.00	235.00
Rope & Accessories	Pulley System	2	550.00	1,100.00
Rope & Accessories	Pulley, Prusik Minding	4	145.00	580.00
Rope & Accessories	Pulley, Prusik Minding	4	103.00	412.00
Rope & Accessories	Rescue Harness Class II or III (NFPA, CE, UIAA)	12	360.00	4,320.00
Rope & Accessories	Rope (Specify Type, Diameter and Length)	1	522.00	522.00
Rope & Accessories	Rope Bag	10	100.00	1,000.00
Rope & Accessories	Rope Gloves	10	35.00	350.00
Rope & Accessories	Rope Protection (Specify type and kind)	4	35.00	140.00
Rope & Accessories	Webbing (Specify quantity, size and lengths)	1	190.00	190.00
Rope & Accessories	Webbing (Specify quantity, size and lengths)	1	38.00	38.00
Scene Management	Binoculars	2	33.00	66.00
Scene Management	Tarps - Salvage Covers	1	22.00	22.00
Vehicle Accessories	Wheel Chocks and/or Holders	1	187.00	187.00
Vehicle Accessories	Wheel Chocks and/or Holders	4	165.00	660.00
Water Rescue/Dive	Personal Floatation Device Type 3 and 5	8	370.00	2,960.00
Water Rescue/Dive	Swift Water, Helmet	8	150.00	1,200.00



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 01/26/2026 TIME: 14:36:00

NAME: Jordan Messer

ADDRESS: 115 Upper Peachtree Rd

PHONE: 828-557-1299

DETAILED REASON FOR REQUEST:

request for a tax free loan at First Citizens Bank for loan of our
new substation at 6121 Harshaw Rd, Brasstown NC 28902.

Loan amt \$205,000

SIGNATURE OF REQUESTOR 

REQUESTS MUST BE RECEIVED TEN CALENDAR DAYS PRIOR TO THE REQUESTED MEETING DATE. REQUESTS MUST PERTAIN TO COUNTY BUSINESS. COUNTY BUSINESS IS DEFINED AS: ANY ITEM OF BUSINESS THAT REQUIRES BOARD ACTION, OR DISCUSSION AND CONSIDERATION OF AN ITEM THAT THE BOARD OF COMMISSIONERS HAS STATUTORY AUTHORITY TO ACT ON. REQUESTS MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION.

NOTE: FUNDING OR BUDGETARY REQUESTS MUST MEET REQUIREMENTS OF THE ATTACHED ORDINANCE.

From: Sherry McGregor <sam@timberwoodmtn.com>
Sent: Monday, December 15, 2025 1:41 PM
To: Maria Hass <maria.hass@cherokeecounty-nc.gov>
Subject: FW: TDA Appointment

CAUTION: External Sender

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Forward suspicious emails to phishing@cherokeecounty-nc.gov

Maria,
I would like to continue to serve on the TDS board. My term is expiring soon and I have really enjoyed each and every one of the people that I have had the opportunity to work with on this board.
Please consider me for reappointment.

Sincerely,

Sherry McGregor Owner -BIC
Timberwood Mountain Realty, Inc.
4195 W US Hwy 64 Ste. 1
Murphy, NC. 28906

www.timberwoodmtn.com

www.timberwoodmtn.net

828-837-0424 ofc
800-380-6806 toll free
828-735-3041 cell
866-467-0424

Randy Wiggins

From: Foxworthy, Nichole <NICHOLE.FOXWORTHY@dac.nc.gov>
Sent: Friday, January 23, 2026 3:55 PM
To: Randy Wiggins; Maria Hass; Darryl Brown
Cc: Sellers, Todd; Branks, Ashley; White, Latasha; Gasperson, Timothy; Said, Sammy (NCDPS); Hanselman, Cindy S; Camacho, Ruben
Subject: County Revision Request RE: Request PO-28 Proposal Forms - New Dollar Lease - SPO File 20-OW-15 : DAC PPO Office Division 4 District 30_Cherokee
Attachments: Revised Lease Agreement_Cherokee.pdf

CAUTION: External Sender

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Good Late Afternoon County Manager Wiggins,

Happy weekend!

Sir, per protocol both DAC and SPO have reviewed the requested County revision(s)/concern(s) **highlighted** and are in approval of for the exception of a couple minor changes **highlighted** (*please revisit both revisions highlighted – SPO requests revisions left in lease agreement for viewing/records*).

Upon your review, sir when in order please re-initial all highlights and present to the BoCC February 16 for consideration/approval. With final approval please print two (2) copies, wet sign/notarize and mail both via USPS (*I will return post one (1) full executed lease agreement for County records*).

Thank you again, sir for your patience and understanding...have a good evening.

Respectfully,
Nichole Renée Foxworthy
Administrative Specialist, II



Purchasing

Real Property Office
3512 Bush Street
Raleigh, NC 27609; MSC 5227 [MAP](#)
o) 919/324.6275 f) 919/431.2021
NICHOLE.FOXWORTHY@dac.nc.gov

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this the _____ day of _____, 2026, by and between **CHEROKEE COUNTY**, hereinafter referred to as "Lessor", and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. § 146-32, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999; and December 7, 1999; and October 6, 2020; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the **City of Murphy, County of Cherokee, North Carolina**, and more particularly described as follows:

Being ± 2,068 net square feet of office space located at 40 Peachtree Street; Cherokee County; Murphy, North Carolina (the "Premises"), attached hereto and incorporated herein as Exhibit A (the "Premises").

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE
DIVISION 4, DISTRICT 30**

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for a term of **one (1)** year commencing on the **1st day of May 2026** (the "Commencement Date"), or as soon thereafter as possession of the Premises is ceded to Lessee and terminating on the **30th day of April 2027** (the "Term").
2. During the term of the lease, Lessee shall pay to Lessor as rental for said Premises the annual sum of **ONE DOLLAR (\$1.00)**, Lessor shall furnish an invoice for each month's rent if so required by Lessee. The Lessee agrees to pay rent to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENT SCHEDULE

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 1	\$1.00	N/A
Year 2	N/A	N/A
Year 3	N/A	N/A

3. The Lessor shall furnish to Lessee, during the Term at Lessor's sole cost and to the satisfaction of Lessee the following:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Maintenance of lawns, landscaping, sidewalks, paved areas, snow removal and disposal of trash, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper (as needed and available – snow removal for the most part would potentially be on the Town for the sidewalk areas). *OP PW*
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. All pesticides must be applied by a licensed technician.
- D. Janitorial and service, and supplies; provide that such services shall only be furnished on weekdays when Lessor's offices are open.
- E. All utilities except telecommunications.
- F. Parking (as available). *OP PW*
- G. Premises shall be generally accessible to persons with disabilities. This shall include access into the Premises from parking areas (where applicable), access into the Premises via any common areas of the building and access to a restroom suitable for use by disabled persons.
- H. Any fire or safety inspection fees shall be paid by Lessor.
- I. Any storm water fees and land transfer tax shall be paid by Lessor.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee unless lost, stolen, mislaid/misplaced by Lessee or any of its employees or agents. *OP PW*
- K. Lessor agrees to the terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and also the "Specifications for Non-advertised Lease", attached hereto and incorporated herein as Exhibit B.

4. During the Term, Lessor shall keep the Premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light tubes, and fixture ballasts, lenses covers, fixtures, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. Lessor shall be responsible for the cost of any repairs necessitated by Lessee's negligence or misuse of the Premises, after notice in writing from Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. In the event Lessor, after notice in writing from Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right, after giving prior notice, to enter and inspect the Premises, at reasonable times and to make necessary repairs to the Premises.  The Lessor reserves the right, after giving prior notice, to enter and inspect the Premises, at reasonable times and to make necessary repairs to the Premises.

5. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles, and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

6. The Lessee shall have the right during the Term, with Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter, or within thirty (30) business days.

7. If the Premises be destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

8. Lessor agrees that Lessee's decision to self-insurance satisfies all insurance requirements of the lease applicable to the lessee.

9. As between Lessee and Lessor, Lessee, subject to terms of this Lease, will be primarily liable for negligent or intentional acts or omissions of its officers and employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"); pursuant to which Lessee may be liable within the terms of the Act for the torts of its officers, employees and agents. Accordingly, with regard to Lessee's lease of the Premises, its liability for any claims arising from any accident, injury, or damage whatsoever, however caused to any person or persons or to the property of any person, persons, corporation or corporations shall be within the coverage of the Tort

Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

10. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

11. ~~This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, their successors, and permitted assigns.~~ This Lease shall be binding upon and inure to the benefit of Lessor and Lessee; their successors, and permitted assigns. *(B) PW*

12. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event, Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: **Cherokee County
75 Peachtree Street
Murphy, North Carolina 28906**

to Lessee: **North Carolina Department of Adult Correction, Purchasing
Attn: Real Property Manager
3512 Bush Street (MSC 5227)
Raleigh, North Carolina 27609-5227**

w/copy to: **North Carolina Department of Administration, State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person or company.

16. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

17. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. The parties to this Lease agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

19. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

20. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. No provision hereof shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

21. It is understood and agreed that Lessor prior to the Commencement Date or at such other date as specified herein shall, construct, upfit, and/or repair the Premises and thereafter to maintain the same, in accordance with (a) the approved floor plan attached hereto and incorporated herein as **Exhibit A**; and (b) "Specifications for Non-advertised Lease", attached hereto and incorporated herein as **Exhibit B**; and (c) the Building Improvement List, attached hereto and incorporated ~~herein as **Exhibit C**~~ ^B *per* herein as **Exhibit C**; and (d) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises. If applicable, Lessor shall provide Lessee, prior to Lessee taking possession of the Premises, with a copy of any certificate of occupancy, compliance or completion issued by the appropriate governmental authority. "Lessee accepts property as is, where is." *Q NW*

22. North Carolina General Statute § 133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

[signatures begin on the following page]

THIS SPACE INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the dates outlined in the notary acknowledgments below.

LESSOR:

CHEROKEE COUNTY
Board of County Commissioners

By: _____
Alan Bryant
Cherokee, Chairman of the Board

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that **Alan Bryant, Chairman of the Board of Cherokee County**, personally came before me this day and executed the foregoing instrument for the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

LESSEE:

STATE OF NORTH CAROLINA
North Carolina Department of Adult Correction

By: _____
Joanne Rowland
Director of Purchasing

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid
County of _____ and the State of North Carolina, do certify that **Joanne Rowland**,
Director, personally came before me this day and acknowledged that s/he is the **Director of**
Purchasing of the Department of Adult Correction for the State of North Carolina, and that by
authority duly given and as the act of the State has signed the foregoing instrument.

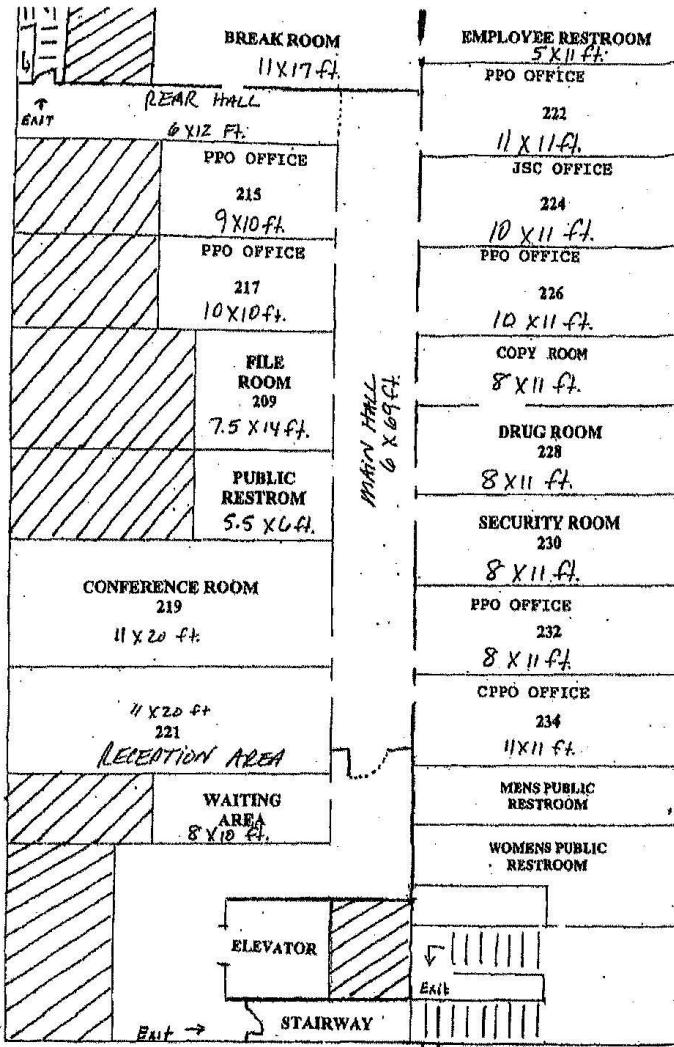
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____
day of _____, 2026.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

Exhibit A



County owned; ± 2,068 net square feet (no additional cost for ± square feet)

Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO₂ content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by Correction Enterprises*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually (as needed and as schedule allows). *OP JW*
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but is not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office (only for such parking areas under the ownership and control of Cherokee County). *OP JW*
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.

Exhibit C

[this exhibit does not apply]

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North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Transaction #	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AKERS, JAMES FRED	AKERS, JAMES FRED		18 MORGAN WAY	MURPHY, NC 28906	239945356	Vehicle Sold	C ADVL	TAX	(\$51.61)	\$0.00	(\$51.61)
							FR580DVL	TAX	(\$3.98)	\$0.00	(\$3.98)
											(\$55.59)
BAILEY, TREASA LOUISE	BAILEY, TREASA LOUISE		198 DEW DROP LN	MURPHY, NC 28906	240588400	Vehicle Sold	C ADVL	TAX	(\$118.57)	\$0.00	(\$118.57)
							FR474DVL	TAX	(\$10.88)	\$0.00	(\$10.88)
											(\$121.45)
BIBLIS, JAN JOEL	BIBLIS, JAN JOEL	CHRISTOPHER STANFIELD	85 WOODBERRY LN	MURPHY, NC 28906	240671632	Vehicle Sold	C ADVL	TAX	(\$5.98)	\$0.00	(\$5.98)
							FR454DVL	TAX	(\$0.87)	\$0.00	(\$0.87)
											(\$6.77)
BRADLEY, HOLLY LYNN	BRADLEY, HOLLY LYNN		55 AURORAS WAY LN	MURPHY, NC 28906	241092150	Vehicle Sold	C ADVL	TAX	(\$135.18)	\$0.00	(\$135.18)
							FR584DVL	TAX	(\$10.41)	\$0.00	(\$10.41)
											(\$145.51)
BRYAN, JAMES EMORY	BRYAN, JAMES EMORY		PO BOX 53	TURTLETOWN, TN 37391	239934842	Reg . Out of state	C ADVL	TAX	(\$178.84)	\$0.00	(\$178.84)
							CI01ADVL	TAX	(\$152.45)	\$0.00	(\$152.45)
											(\$331.29)
BRYAN, JAMES EMORY	BRYAN, JAMES EMORY	JACQUELINE LYNN	PO BOX 53	TURTLETOWN, TN 37391	239934844	Reg . Out of state	C ADVL	TAX	(\$9.31)	\$0.00	(\$9.31)
							CI01ADVL	TAX	(\$7.94)	\$0.00	(\$7.94)
											(\$17.25)
BRYAN, JAMES EMORY	BRYAN, JAMES EMORY		PO BOX 53	TURTLETOWN, TN 37391	239934846	Reg . Out of state	C ADVL	TAX	(\$28.85)	\$0.00	(\$28.85)
							CI01ADVL	TAX	(\$24.68)	\$0.00	(\$24.68)
											(\$53.45)
BRYAN, JAMES EMORY	BRYAN, JAMES EMORY		PO BOX 53	TURTLETOWN, TN 37391	239934848	Reg . Out of state	C ADVL	TAX	(\$3.83)	\$0.00	(\$3.83)
							CI01ADVL	TAX	(\$3.26)	\$0.00	(\$3.26)
											(\$7.09)
BRYAN, JAMES EMORY	BRYAN, JAMES EMORY		PO BOX 53	TURTLETOWN, TN 37391	239934850	Reg . Out of state	C ADVL	TAX	(\$1.02)	\$0.00	(\$1.02)
							CI01ADVL	TAX	(\$0.87)	\$0.00	(\$0.87)
											(\$1.89)
BRYANT, COLTON CHARLES	BRYANT, COLTON CHARLES		244 SOURWOOD LN	MARBLE, NC 28905	239805232	Vehicle Sold	C ADVL	TAX	(\$11.88)	\$0.00	(\$11.88)
							FR454DVL	TAX	(\$1.64)	\$0.00	(\$1.64)
											(\$12.72)
BRYANT, COLTON CHARLES	BRYANT, COLTON CHARLES		244 SOURWOOD LN	MARBLE, NC 28905	239805234	Vehicle Sold	C ADVL	TAX	(\$169.09)	\$0.00	(\$169.09)
							FR454DVL	TAX	(\$24.95)	\$0.00	(\$24.95)
											(\$154.84)
CORENBAUM, LYNN LEITHHEAD	CORENBAUM, LYNN LEITHHEAD		15888 JOE BROWN HWY	MURPHY, NC 28906	241892292	Vehicle Totaled	C ADVL	TAX	(\$37.33)	\$0.00	(\$37.33)
							FR280DVL	TAX	(\$2.33)	\$0.00	(\$2.33)
											(\$39.66)
CURTIS, NANCY JOYCE	CURTIS, NANCY JOYCE		PO BOX 989	ANDREWS, NC 28901	240892926	Adjustment	C ADVL	TAX	(\$45.75)	(\$2.28)	(\$48.03)
							FR880DVL	TAX	(\$4.85)	(\$0.21)	(\$4.26)
											(\$52.29)
DOCKERY, FRANKIE DARRELL	DOCKERY, FRANKIE DARRELL		50 AZALEA LN	MURPHY, NC 28906	240302672	Vehicle Sold	C ADVL	TAX	(\$5.27)	\$0.00	(\$5.27)
							FR564DVL	TAX	(\$0.42)	\$0.00	(\$0.42)
											(\$5.69)
FLEMING, AMY LYNNETTE	FLEMING, AMY LYNNETTE		20 TALL TREE LN	MURPHY, NC 28906	240695186	Vehicle Sold	C ADVL	TAX	(\$7.65)	\$0.00	(\$7.65)
							FR564DVL	TAX	(\$0.61)	\$0.00	(\$0.61)
											(\$8.26)

GEARHART, MICHAEL B	GEARHART, MICHAEL B	195 SIMONDS CHAPEL RD	MURPHY, NC 28986	241092162	Adjustment	C ADVL TAX FR38ADVL TAX	(\$28.48) (\$4.20)	\$0.00 \$0.00	(\$28.48) (\$4.28)
HOHMANN, CHRISTOPHER MICHAEL	HOHMANN, CHRISTOPHER MICHAEL	2511 AIRPORT RD	MARBLE, NC 28985	2408313116	Vehicle Sold	C ADVL TAX FR88ADVL TAX	(\$91.99) (\$7.26)	\$0.00 \$0.00	(\$81.99) (\$7.20)
HUGHES, JEFF WAYNE	HUGHES, JEFF WAYNE	ELVIN HUGHES JENICE LYNN	225 FERN WAY	240092880	Vehicle Sold	C ADVL TAX FR58ADVL TAX	(\$5.34) (\$0.41)	\$0.00 \$0.00	(\$5.34) (\$0.41)
HUSKINS, GAVIN PHILLIP	HUSKINS, GAVIN PHILLIP	PO BOX 678	MARBLE, NC 28985	2408842930	Vehicle Totalled	C ADVL TAX FR88ADVL TAX	(\$189.19) (\$9.67)	\$0.00 \$0.00	(\$189.19) (\$9.67)
HUTCHS MOBILE RV REPAIR LLC	HUTCHS MOBILE RV REPAIR LLC	185 SECULSION WAY	MURPHY, NC 28986	239934736	Adjustment	C ADVL TAX FR78ADVL TAX	(\$48.98) (\$7.63)	\$0.00 \$0.00	(\$48.98) (\$7.63)
LANEY CONSTRUCTION CO INC	LANEY CONSTRUCTION CO INC	433 STONEY MORTS RD	MURPHY, NC 28986	240671476	Vehicle Sold	C ADVL TAX FR56ADVL TAX	(\$225.52) (\$18.12)	\$0.00 \$0.00	(\$225.52) (\$18.12)
MARTIN, MARTIN, JEFFREY HUGH	MARTIN, MARTIN, JEFFREY HUGH	3867 HEDDEN RD	MURPHY, NC 28986	2408892158	Vehicle Sold	C ADVL TAX FR46ADVL TAX	(\$36.64) (\$2.84)	\$0.00 \$0.00	(\$36.64) (\$2.84)
MCBRIDE, ROBERT KEITH	MCBRIDE, ROBERT KEITH	MCBRIDE, DONNA KAYE	285 WILSHAW CT	MADISONVILLE, TN 37354	Reg . Out of state	C ADVL TAX FR38ADVL TAX	(\$224.32) (\$33.10)	\$0.00 \$0.00	(\$224.32) (\$33.10)
MCBRIDE, ROBERT KEITH	MCBRIDE, ROBERT KEITH	285 WILSHAW	MADISONVILLE, TN 37354	2408892356	Reg . Out of state	C ADVL TAX FR38ADVL TAX	(\$19.08) (\$2.88)	\$0.00 \$0.00	(\$19.08) (\$2.88)
NOYES, GEORGE DANIEL	NOYES, GEORGE DANIEL	12221 PIERCE RD	FREELAND, MI 48623	240671442	Reg . Out of state	C ADVL TAX FR58ADVL TAX	(\$443.81) (\$34.19)	\$0.00 \$0.00	(\$443.81) (\$34.19)
PARDON, MICHAEL GERARD	PARDON, MICHAEL GERARD	1163 FELIX RD	MURPHY, NC 28986	240313630	Vehicle Sold	C ADVL TAX FR58ADVL TAX	(\$8.54) (\$0.66)	\$0.00 \$0.00	(\$8.54) (\$0.66)
ORTON, DANNY JOE	ORTON, DANNY JOE	981 ORTON RD	MURPHY, NC 28986	239944828	Adjustment	C ADVL TAX FR38ADVL TAX	(\$9.21) (\$1.36)	\$0.00 \$0.00	(\$9.21) (\$1.36)
YANOON, MICHAEL GERARD	YANOON, MICHAEL GERARD	1163 FELIZ RD	MURPHY, NC 28986	240313636	Vehicle Sold	C ADVL TAX FR58ADVL TAX	(\$2.83) (\$0.16)	\$0.00 \$0.00	(\$2.83) (\$0.16)
PINKARD, CHARLES FREDERICK JR	PINKARD, CHARLES FREDERICK JR	285 DEM DROP LN	MURPHY, NC 28986	2408892718	Tag Surrender	C ADVL TAX FR47ADVL TAX	(\$5.95) (\$0.58)	\$0.00 \$0.00	(\$5.95) (\$0.58)
PRADA, EVALEE ALVEREZ	PRADA, EVALEE ALVEREZ	58 HERON VW BOX 25	MURPHY, NC 28986	128156521	Mileage	C ADVL TAX FR88ADVL TAX	(\$14.05)	\$0.00	(\$14.05)
ROESS, KENNETH ROGER	ROESS, KENNETH ROGER	964 HEDDEN RD	MURPHY, NC 28986	2408892480	Vehicle Totalled	C ADVL TAX FR56ADVL TAX	(\$116.71) (\$9.37)	\$0.00 \$0.00	(\$116.71) (\$9.37)
SCHMIDT, PETER FRANCIS JR	SCHMIDT, PETER FRANCIS JR	19199 STATE HIGHWAY 19	ANDREWS, NC 28981	239944826	Adjustment	C ADVL TAX FR88ADVL TAX	(\$26.08) (\$2.31)	\$0.00 \$0.00	(\$26.08) (\$2.31)
SOUTHWORTH, ELLIOTT JOHN	SOUTHWORTH, ELLIOTT JOHN	1856 FLOYD STALCUP RD	MURPHY, NC 28986	240313834	Vehicle Sold	C ADVL TAX FR46ADVL TAX	(\$5.73) (\$0.32)	(\$0.42) (\$0.02)	(\$5.15) (\$0.34)
									\$6.49

STEVENSON, STEVENSON, ERIC DANIEL ERIC DANIEL	205 ROSS RIDGE RD	MURPHY, NC 28906	240441982	Vehicle Sold	C ADVL TAX FR50ADVL TAX	(\$114.01) (\$8.78)	\$0.00 \$0.00	(\$114.01) (\$8.78)
							Refund	\$122.79
WALL, CHARLES WALL, CHARLES EDGAR EDGAR	992 RED MARBLE RD	ANDREWS, NC 28981	240313132	Vehicle Sold	C ADVL TAX FR50ADVL TAX	(\$38.47) (\$2.69)	\$0.00 \$0.00	(\$38.47) (\$2.69)
							Refund	\$33.16
WARE, JACKIE WARE, JACKIE LEE LEE	2841 NC HIGHWAY 60	MURPHY, NC 28906	239945120	Vehicle Sold	C ADVL TAX FR50ADVL TAX	(\$3.99) (\$0.31)	\$0.00 \$0.00	(\$3.99) (\$0.31)
							Refund	\$4.38
WARE, JACKIE WARE, JACKIE LEE LEE	2841 NC HIGHWAY 60	MURPHY, NC 28906	239945124	Vehicle Sold	C ADVL TAX FR50ADVL TAX	(\$5.09) (\$0.39)	\$0.00 \$0.00	(\$5.09) (\$0.39)
							Refund	\$5.48
							Refund Total	\$2764.87

RESOLUTION REQUESTING LAND FOR A STATE PARK IN CHEROKEE COUNTY

WHEREAS, the Cherokee County Board of Commissioners on 3 January 2023 made a request of the State of North Carolina legislature to establish a state park within Cherokee County.

WHEREAS, a primary obstacle for the establishment of a state park has been the lack of available land upon which to build the facility.

WHEREAS, establishment of a state park would serve the citizens of and visitors to Cherokee County.

WHEREAS, establishment of a state park would serve to preserve Hiwassee Lake and surrounding lands as a natural resource for future generations.

WHEREFORE, the Cherokee County Board of Commissioners calls upon the United States government to relinquish lands of sufficient quantity and access at or near Hiwassee Lake in Cherokee County to the State of North Carolina, and that such lands be designated by the State for a state park. The County furthermore calls upon the Governor and NC State Legislature to support our local state representative and senator in making authorization and appropriations necessary to establish a state park in Cherokee County.

This the _____ day of _____, 2026.

Alan Bryant
Chairman of the Cherokee County Board of Commissioners

Attest:

Maria Hass, Clerk to the Board

From: Teresa Ricks <teresa.ricks@cherokeecounty-nc.gov>
Sent: Tuesday, February 10, 2026 4:20 PM
To: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>; Candy R. Anderson <candy.anderson@cherokeecounty-nc.gov>; Alan Bryant <alan.bryant@cherokeecounty-nc.gov>
Cc: Kathy Varney <kathy.varney@cherokeecounty-nc.gov>
Subject: FW: Cherokee County Data Facility Proposal

Randy/Candy/Chairman Bryant:

Now that we've settled on our next appraisal firm. Attached you will find a *proposal* for appraisal of (all) facilities associated with Bitcoin/Data Mining/AI in Cherokee County. I realize this is a substantial amount, but as discussed numerous times – it will pay for itself in tax revenue. Please advise how to proceed.

We already have them under contract for 2028, but this is a separate proposal to help us place value for tax years 2026 and 2027 in one lump sum price.

Scott,

Just so I get it straight, this is a quote of \$10,500 for Real and \$7,500 for BPP for the AI facility (Core Scientific) and \$1,000 per facility for the containerized Bitcoin operations, correct?

Yes

With any appeal billed at hourly rate ... of ???? (for PTC only, or for assistance on local appeals)
\$150.00 per hour / Both

Also, does this contract cover 2026 and 2027, as requested?
Yes

Teresa T. Ricks, MPA
Tax Assessor – Cherokee County, NC
75 Peachtree Street
Suite 232
Murphy, NC 28906
Phone: 828-835-3296, Option #7
Fax: 828-835-7013
teresa.ricks@cherokeecounty-nc.gov

Teresa T. Ricks, MPA
Tax Assessor – Cherokee County, NC

75 Peachtree Street
Suite 232
Murphy, NC 28906
Phone: 828-835-3296, Option #7
Fax: 828-835-7013
teresa.ricks@cherokeecounty-nc.gov

From: Scott LePenske <Scott.LePenske@vincentvaluations.com>
Sent: Tuesday, February 10, 2026 9:53 AM
To: Teresa Ricks <teresa.ricks@cherokeecounty-nc.gov>
Cc: Kevin Fadroski <Kevin.Fadroski@vincentvaluations.com>; Allie Busby <allie@vincentvaluations.com>
Subject: Cherokee County Data Facility Proposal

CAUTION: External Sender

This email originated from outside of Cherokee County Government. Please do not open links or attachments or respond to requests for information unless you recognize the sender and know the content is safe.

Forward suspicious emails to phishing@cherokeecounty-nc.gov

Good morning Teresa,

Attached is a Price Proposal for Valuation (Real and Personal) of the Core Scientific Data Facility along with the 3 Bitcoin Mining centers located in Cherokee County.

Please do not hesitate to reach out should you have any questions or need any additional information.

Regards

Scott LePenske

Director of Sales



📞 (331) 228-1488

✉️ scott.lepenske@vincentvaluations.com

🌐 www.vincentvaluations.com

Maria Hass

From: Teresa Ricks
Sent: Wednesday, February 11, 2026 9:38 AM
To: Randy Wiggins; Candy R. Anderson; alanpb74@gmail.com; Alan Bryant; Candy R. Anderson; Maria Hass
Cc: Kathy Varney; Christopher Cable
Subject: RE: Cherokee County Data Facility Proposal

If possible, I would feel better trying to get approval at Monday night's meeting. The specialized appraisal company won't start until under contract. They will need ample time to assess value. March 9th will suffice, but that's as late as we can push this out. We just have to ensure enough time prior to billing to allow for notice of value and appeal(s) if necessary.

Only one of these companies have listed [which will result in a tax revenue **loss** of nearly \$21,000 on their (1) BPP account for 2026]. This self-reported loss alone will pay for the proposed contract! All others have asked for an extension, which gives them until April 15th to list = so we won't have anything further to add for presentation be it this month or next.

I've copied Chris Cable to this conversation. He's our BPP appraiser and he's working on a spreadsheet to show tax revenues for the past (2) years these facilities have been in operation.

Teresa T. Ricks, MPA
Tax Assessor – Cherokee County, NC
75 Peachtree Street
Suite 232
Murphy, NC 28906
Phone: 828-835-3296, Option #7
Fax: 828-835-7013
teresa.ricks@cherokeecounty-nc.gov

From: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>
Sent: Tuesday, February 10, 2026 5:31 PM
To: Teresa Ricks <teresa.ricks@cherokeecounty-nc.gov>; Candy R. Anderson <candy.anderson@cherokeecounty-nc.gov>; alanpb74@gmail.com; Alan Bryant <alan.bryant@cherokeecounty-nc.gov>; Candy R. Anderson <candy.anderson@cherokeecounty-nc.gov>; Maria Hass <maria.hass@cherokeecounty-nc.gov>
Cc: Kathy Varney <kathy.varney@cherokeecounty-nc.gov>
Subject: RE: Cherokee County Data Facility Proposal

This would need to be presented to the Board for their approval. Let's shoot for this on the March 9th agenda. To go along with their proposal and your email here, it would be great to also provide for that agenda what these companies have provided to your office as their BPP values as of January 1, 2026. Be interesting to see where that is.

Randy Wiggins
County Manager
75 Peachtree Street
Murphy, NC 28906
Office: 828-837-5527 x.1815
Fax: 828-837-9684



February 9, 2026

Teresa Ricks
Cherokee County Tax Assessor
75 Peachtree Street
Murphy, North Carolina 28906

REF: Price Proposal for Valuation of the Core Scientific Inc. Data Facility

Dear Ms. Ricks,

Vincent Valuations LLC along with our business partner GovTax would like to thank Cherokee County for the opportunity to provide a proposal for the valuation of the Core Scientific Data Facility along with the Bitcoin Mining Facilities located in the county.

Vincent Valuations understands that the county is seeking a qualified firm to assist in the Real, Personal Property, and Collection duties of the Cherokee County Tax Office. Vincent Valuation team of industry experts will deliver the key requirements to successfully support the Tax Office.

Please find the proposal information regarding the Facility Valuation Work for Cherokee County below.

We propose the following services:

Commercial Property Data Verification for Core Scientific Data Facility and Bitcoin Mining Facilities:

- Data Verification Commercial Property including full site visit data collection
- Update Photographs
- Data entry of all reappraisal related data into BI-Tek Property Tax System
- Value the buildings based on research while keeping within the counties current Schedule of Values

Pricing for the above services will be \$10,500.00

If an appeal of the valuations is required, it will be billed at an hourly rate.

Business Personal Property Audit Services for Core Scientific Data and Bitcoin Mining Facilities:

- Comprehensive Business Personal Property audits focused on cost reconciliation and statutory compliance for identified facilities including the data center account and bitcoin mining operations.
- Direct taxpayer engagement and coordination, including initial outreach, scheduling, document requests, and ongoing communication with taxpayer representatives to ensure a professional, transparent, and efficient audit process.

- Detailed financial review and cost reconciliation, including analysis of financial statements, depreciation schedules, general ledger activity, prior listings, and supporting records to establish the appropriate taxable value of Business Personal Property within the County.
- Application of appropriate depreciation schedules and classifications in accordance with North Carolina General Statutes (NCGS) and North Carolina Department of Revenue (NCDOR) guidance, resulting in the establishment of accurate and defensible Business Personal Property values for county assessment purposes.
- Clear documentation and reporting of results to the County, including audit summaries and detailed audit worksheets presenting costs by asset group and acquisition year, suitable for county review, taxpayer explanation, and appeal defense if necessary.

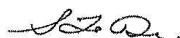
Pricing for the above services will be:

- **Data Center Facility: \$7,500.00**
- **Bitcoin Mining Facilities (Containerized Operations): \$1,000.00 per facility.**

We are very honored to work with Cherokee County on this important project.

Should you have any questions, please do not hesitate to contact me at (331) 228-1488. Thank you again for this opportunity.

Sincerely,



Scott LePenske
Director of Sales
Vincent Valuations LLC

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Grantors (said designation shall include the respective parties, whether one or more, individual or corporate) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, conveyed and confirmed and by these presents do give, grant, bargain, sell, convey and confirm unto the Town of Murphy, Grantee, its successors and assigns, a perpetual right of way and easement 40 feet wide for primary electric distribution lines and poles on, over, under, across and through the hereinafter described lands including the right to enter upon said lands and to erect, construct, operate, inspect, maintain, service, repair, and/or reconstruct, on, over, under, across and through said lands a line or lines and poles for the transmission and/or distribution of electric energy for any and all purposes for which electric energy is now or may hereinafter be used, said line or lines to include, without limitation, all necessary or convenient poles, wires, cable guy wires, brace poles, fixtures and appliances, and to remove said poles, cables and line or lines in the event that the same should not be used for the purposes for which it or they were erected; said lands being described in the Deed from William H. McCall and wife Katherine McCall to County of Cherokee, a body politic dated the 2nd day of September 1994 and recorded in Book 716 at Page 219 in the office of the Register of Deeds of Cherokee County, North Carolina, reference to which is hereby made for greater certainty of description of said lands.

TOGETHER WITH the right to enter upon said lands and to trim or remove from said right of way and easement any trees, structures, or other obstructions along said line or lines wherever the same may be necessary in order to erect, construct, operate, inspect, maintain, service, repair or reconstruct said lines free and clear from obstructions and the right to trim and/or cut any tree which constitutes an eminent danger to said lines, even though said dangerous tree may be located outside of said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement together with all and singular the rights and privileges pertaining thereto unto the Town of Murphy, Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, this the _____ day of _____, 20 ____.

ATTEST:

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

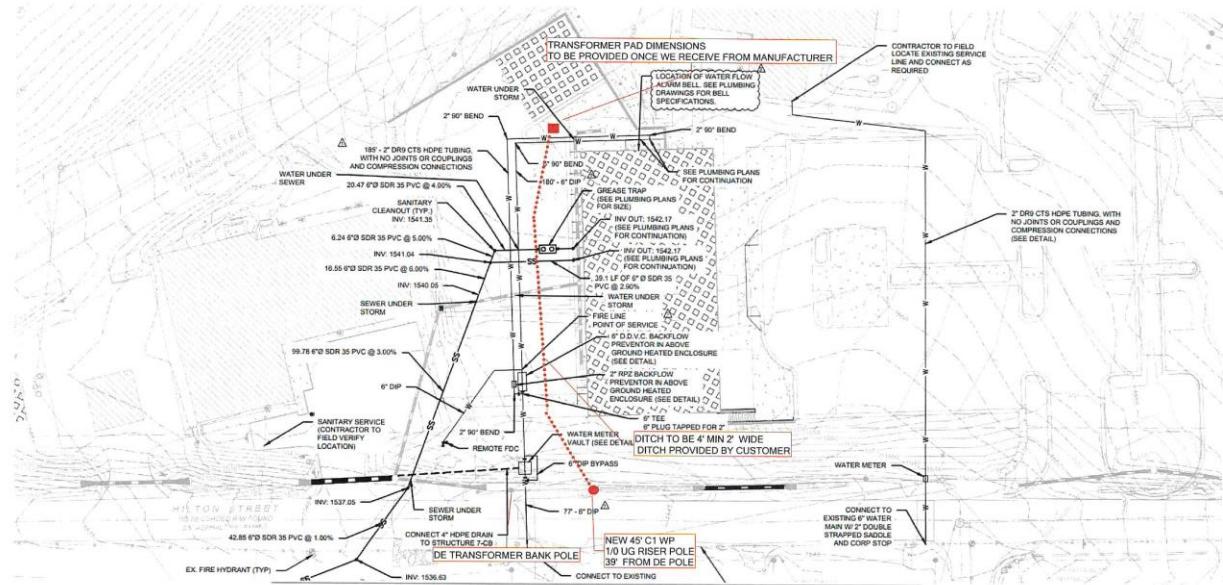
I, _____, a Notary Public for said County and State, do hereby certify that _____, being personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her/them for the purposes stated therein.

WITNESS my hand and official seal, this the _____ day of _____, 20 _____.

(Notary Seal)

Notary Public

My commission expires:



From: Kevin Creasman <kevin.creasman@cherokeecounty-nc.gov>
Sent: Wednesday, February 11, 2026 11:36 AM
To: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>; Darryl Brown <cdadrb@yahoo.com>
Cc: Dustin Stalcup <dustin.stalcup@cherokeecounty-nc.gov>
Subject: TECH USE POLICY REVISION (MOBILE DEVICE MANAGEMENT) - Section 4.13

Gentlemen,

Attached is Section 4.13 of the Tech Use Policy with revisions (**denoted in yellow**) made to include Mobile Device Management (MDM). I.T. has discovered that manufacturers have implemented Factory Reset Protection, which prevents a phone from being factory reset if it is protected with Face ID or a PIN Code. I.T. is regularly tasked with re-issuing phones because of employee turnover (especially at DSS). In the past, we simply would factory reset the phone and set it up for the new user. Factory Reset Protection w/ Face ID (and PIN) has now prevented that from happening. With MDM, the phones are exclusively managed by I.T. using Mobile Device Management Software on the phone. It doesn't matter if an employee sets up Face ID or a PIN code. I.T. will have the ability to reset the phone at any time.

Additional features of MDM include managing what Apps can be installed on the phone, locating the phone if it is stolen or lost, and remotely "bricking" the phone if it can't be recovered. Effectively, the same policies that govern desktops and laptops now apply to County cell phones.

We have two phones we have been Beta testing (a Samsung Android and an iPhone) that are ready for deployment to DSS and CCSO respectively.

The revisions to the policy are meant to encompass this new management software.

Review and let me know next steps.



Kevin Creasman

Assistant Director
Cybersecurity Training Officer
Cherokee County I.T. Department
828-835-4155

Network Operations Center
Ext. 2500
(828) 835-8586

4.13 Phone

Cherokee County provides employees, contractors and volunteers with telephones for conducting official County business. County phone use should be restricted to official County business purposes, except for emergency and important telephone communications, such as child care needs, medical appointments, and other critical communications. Reasonable, infrequent personal use of the County's telephone systems by employees is permitted, but should not interfere or conflict with official County business use.

Personal long distance telephone calls should not be made, except on an emergency basis. Charges for any personal long distance calls shall be reimbursed to the County.

4.13.1 Mobile Device

A mobile device (smartphone or tablet) may be issued to an employee to perform their job. Mobile devices are considered temporary data storage and shall not be used to preserve or retain public records including documents, photographs, text messages, email, contacts or other content which, if lost, would impair an employee's work, the work of their department or otherwise interfere with the retention and disposition of public records. The employee who is assigned a mobile device is responsible for storing content in approved locations. Refer to section 4.11.1 regarding Electronic Messaging.

4.13.2 Security

Employees are required to have the mobile device management software (MDM) installed on their Devices from which Cherokee County Government information is being accessed. MDM must be installed by the Cherokee County I.T. Department prior to Employee's use of the device for work purposes. The employees are required to comply with the security measures and restrictions recommended by the Cherokee County I.T. Department. These measures and policies will be propagated to the mobile device via MDM and subsequently managed and monitored by MDM.

4.13.3 Restrictions

Employees shall not,

- a. backup the Company information stored in the Device;
- b. transfer the Company information to any cloud based services or applications that are not approved by the Cherokee County I.T. Department;
- c. transfer or sync data to another device which is not managed by Cherokee County I.T. Department ;
- d. install a new application or update an existing application in the Device that is not approved by Cherokee County I.T. Department;
- e. apply/make any unapproved modifications to the hardware or software of the Device.

4.13.4 Monitor and Protect

Employees acknowledge that,

- a. Cherokee County policies pertaining to confidential information, ethics, retaliation, harassment and discrimination will apply to the usage of the Devices;
- b. Cherokee County I.T. Department; has the right, at any time, to monitor and preserve any communications that utilizes Cherokee County's network in anyway, including data voicemail, telephone logs, Internet use, network traffic etc., to determine proper utilization, regardless of the ownership status of the mobile device used to access Cherokee County's network.
- c. Cherokee County I.T. Department can restrict access to Cherokee County applications and certain resources at its discretion.
- d. They shall not knowingly disable any network software or system identified as a monitoring tool.

Cherokee County may, at any time, ask its Employees to produce the Device for inspection. The purpose of the inspection is to ensure that the Employees are in compliance with Cherokee County policies.

Employees accept that Cherokee County information/data stored on the Device can be removed by the Cherokee County I.T. Department, if

- Device is lost, stolen or compromised
- Device is not compliant with the Cherokee County's policies
- Device is not submitted for inspection when required
- Device belongs to a person who is no longer working for Cherokee County
- Employees try to uninstall the MDM from the Device
- Device is rooted, jailbroken or hacked in any manner

4.13.5 Lost, stolen, or damaged mobile devices

Employees are expected to protect the Device from loss, damage or theft. If a Device is lost, damaged or stolen, Employees are expected to notify the Cherokee County I.T. Department immediately.

4.13.6 Smartphone Issuance and Upgrades

The Information Technology Department shall be solely responsible for the issuance of smartphones, following procurement by the Finance Department. The I.T. Department will schedule with the employee to facilitate pickup of county cell phone from the I.T. office. The I.T. Department will coordinate with Finance, as required, to activate the employee's phone. If upgrading or receiving a replacement phone, the previous phone issued to the county employee MUST be turned into the IT department to ensure that all data and government related applications have been removed. Refer to section 4.14

regarding Media and Device Recycling and Disposal.

The I.T. Department will facilitate any data transfer from the old phone to the new phone for the employee. Following confirmation of the employee that all data has been transferred, the old phone will be factory reset under the supervision of I.T. personnel. The I.T. Department will turn the old phone into Finance for final disposition, along with a copy of the Appendix H Form. See Appendix H.

The I.T. department may, at its discretion, allow an employee to keep both phones for a period of time, not to exceed 3 business days, to effect manual transfer of data and applications. If the old phone is not returned to the IT department following the 3rd business day, the employee's network account will be revoked. Restoration of network access will not occur until old phone has been returned to the IT Department.

4.13.7 Termination of Employment

Upon resignation or termination of employment, the Employee shall return the Cherokee County owned device to the Cherokee County I.T. Department. The data on such device will be completely deleted by restoring the device to factory settings. Cherokee County shall not be responsible for loss of personal data stored in the Cherokee County owned device.