

Cherokee County Board of Commissioners
Meeting Agenda
March 9, 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** – [February 16, 2026](#), and [February 20, 2026](#)
- IX. Budget and Finance**
 - a) [Budget Revision for a CDC Grant for the Health Department to Support Local Workforce Development](#)
- X. Old Business**
 - a) State Park Resolution Discussion
- XI. New Business**
 - a) Tourism Development Authority Appointments (Two requests for re-appointment, [Steve Dickey](#) and [Joan Posey](#))
 - b) [Golden Leaf Grant Agreement](#) and [Grant Resolution for Marble Industrial Site Project](#)
 - c) [Grant Capital Project Ordinance for Marble Industrial Site Project](#) (Golden Leaf Grant Award \$1,353,260)
 - d) [ICGH Proposal for Former Andrews Health Department Building](#) (ICGH would use the facility for Recovery Support Services and Evidence-Based Addiction Treatment and Treatment Expansion, meeting the requirements of Exhibit A in the Opioid Settlement Funds MOU)
 - e) Andy Russell – [NCDOT Request](#) for a [Resolution of Support](#) of a Center Left Turning Lane from US64 onto Martin’s Creek Connector Road

- f) [Marble Springs Lodge 439 Request to Use County Property in Marble for Annual Easter Egg Hunt](#)
- g) [Harry Hearne – Request to Leave Pickleball Sponsorship Signs Up for 90 Days](#)
- h) [2026 National Day of Prayer Proclamation](#)
- i) [Ellen Stephens – Cherokee County Saddle Club Request for Funding in the Amount of \\$54,778.16 for Phase One of CCSC Plan for Drainage Repair](#)
- j) [Franklin Shook - Nantahala Regional Library Request for Amendment to Interlocal Funding Agreement](#)
- k) [Tax Releases, Tax Refund Report and NCVTS Report](#)
- l) [Charge Tax Collector to Advertise Delinquent Tax Liens](#)
- m) Revised Personnel Policy
- n) Adopt Budget Calendar

XII. County Manager Items

XIII. Chairman/Commissioner Items

XIV. Closed Session – Personnel matter, pursuant to §143-318.11 (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

XV. Open Session

XVI. Adjourn

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

Board members present: Alan Bryant, Chairman; Cal Stiles, Vice-Chairman; Dr. Dan Eichenbaum, member; Ben Adams, member; and Mark Stiles, member.

Others present: Randy Wiggins, County Manager; Candy Anderson, Chief Financial Officer; Maria Hass, Assistant County Manager/Clerk to Board; and Darryl Brown, County Attorney.

Time: 6:30 p.m.

Location: Cherokee County Courthouse, Room 342.

Call to Order by Chairman

Modification of Agenda

Motion made by Commissioner Bryant and seconded by Commissioner Stiles to modify the agenda to add “Notice Special Called Meeting for Friday, February 20th at 5:30 p.m.” as item “L” under New Business. Motion passed unanimously.

Agenda Adoption

Motion made by Commissioner Adams and seconded by Commissioner Eichenbaum to adopt the agenda, as modified. Motion passed unanimously.

Public Comment Period

Meeting Minutes – January 20, 2026, and February 7, 2026

Motion made by Commissioner Mark Stiles and seconded by Commissioner Eichenbaum to approve the minutes, as presented. Motion passed unanimously.

Budget and Finance

Bid Award for Landfill Mechanic Building

Motion made by Commissioner Mark Stiles and seconded by Commissioner Eichenbaum to award the bid to the lowest bidder, John Burgin Construction, Inc. Motion passed unanimously.

Budget Revision for use of Contingency to Cover Additional Cost of Landfill Mechanics Building Project (\$58,944)

Motion made by Commissioner Cal Stiles and seconded by Commissioner Mark Stiles to approve. Motion passed unanimously.

Amended Capital Project Budget Ordinance for Landfill Mechanic Building

Motion made by Commissioner Adams and seconded by Commissioner Bryant to approve. Motion passed unanimously.

Budget Revision to Accept Grant Revenues for Veteran Services Office

Motion made by Commissioner Mark Stiles and seconded by Commissioner Cal Stiles to approve.
Motion passed unanimously.

Budget Revision for use of Contingency to Cover Additional Cost Related to VA/Sr Center Facility (\$21,959)

Motion made by Commissioner Cal Stiles and seconded by Commissioner Mark Stiles to approve.
Motion passed unanimously.

Amended Capital Project Budget Ordinance for VA/Sr Center Facility

Motion made by Commissioner Eichenbaum and seconded by Commissioner Adams to approve.
Motion passed unanimously.

Old Business

Commissioner Adams discussed his desire to adopt a land-use ordinance and reinstate and restructure a Cherokee County Planning Board. Commissioner Adams will speak with the Clerk to the Board about scheduling a planning board meeting soon. He also asked the Board to schedule a work session to discuss animal control issues. All board members agreed to schedule an animal control work session, immediately following the Board's April 20th regular meeting.

New Business

Jackie Mueller, or the Cherokee County Pregnancy and Parenting Center, came before the Board to request the County donate the old Andrews Health Department to the Center. No action was taken on the request. The county attorney will research the public purpose doctrine and share his findings with the board at the next meeting.

Wolf Creek Fire Department's Request for Rescue Funds to Purchase Equipment Necessary to Certify as Medium Rescue Standard (\$22,113.16)

Motion made by Commissioner Adams and seconded by Commissioner Eichenbaum to approve. Motion passed unanimously.

Jordan Messer - Peachtree Volunteer Fire Department Request to Apply for a Tax-Free Loan for New Substation

Motion made by Commissioner Cal Adams and seconded by Commissioner Mark Stiles to approve.
Motion passed unanimously.

Tourism Development Authority Appointment

Motion made by Commissioner Cal Stiles and seconded by Commissioner Bryant to reappoint Sherry McGregor to the Tourism Development Board for another four-year term. Motion passed unanimously.

Probation and Parole Office Lease Renewal

Motion made by Commissioner Mark Stiles and seconded by Commissioner Cal Stiles to approve the lease renewal. Motion passed unanimously.

Teresa Ricks, Tax Assessor – Proposal for Valuation of Cherokee County Data Facilities and Bitcoin Mining Centers by Vincent Valuations

Motion made by Commissioner Cal Stiles and seconded by Commissioner Bryant to approve.
Motion passed unanimously.

Tax Releases, Tax Refunds, and NCVTS Refund Report

Motion made by Commissioner Cal Stiles and seconded by Commissioner Mark Stiles to approve all reports, as submitted. Motion passed unanimously.

Resolution Requesting Land for a State Park

Motion made by Commissioner Adams and seconded by Commissioner Cal Stiles to table this until the next meeting to allow the Board time to determine an exact location and to talk to state representatives about the request. Motion passed unanimously.

Murphy Power Board Easement for New Transformer to Support New VA/Sr Facility

Motion made by Commissioner Adams and seconded by Commissioner Mark Stiles to approve. Motion passed unanimously.

Cherokee County Technology Use Policy Revision – Mobile Device Management – Section 4.13

Motion made by Commissioner Eichenbaum and seconded by Commissioner Bryant to approve. Motion passed unanimously.

Notice Special Called Meeting for Friday, February 20th at 5:30 p.m.

Motion made by Commissioner Cal Stiles and seconded by Commissioner Adams to schedule a Special Called Meeting for Friday, February 20th at 5:30 p.m. to accept the recommendation of the Cherokee County Republican Party for Cherokee County Sheriff. Motion passed unanimously

Closed Session – Pursuant to § 143 318.11 (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; (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; and (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Open Session

After returning to open session, a Motion was made by Commissioner Cal Stiles and seconded by Commissioner Bryant to approve the hiring of Mr. Elliott Dugger, as the new DSS attorney. Motion passed unanimously.

Motion made by Commissioner Adams and seconded by Commissioner Mark Stiles to approve a modification to Project Zeus. Motion passed unanimously.

The project modification reduces the expansion project's number of jobs from 40 to 10 and will now include renovating an existing facility instead of constructing new. The modification reduces the county's contribution from \$37,000 to no more than \$10,000.

Motion made by Commissioner Mark Stiles and seconded by Commissioner Adams to pay an invoice in the amount of \$10,000 to a vendor who served as former Sheriff Dustin's Smith's legal counsel. Motion passed unanimously.

Adjourn

Motion made by Commissioner Cal Stiles and seconded by Commissioner Adams to adjourn. Motion passed unanimously.

Minutes of the Special Meeting of the Cherokee County Board of Commissioners on 20 February 2026 at 5:30 pm in the Cherokee County Courthouse.

This Special Meeting of the Cherokee County Board of Commissioners was called to address filling the Vacancy in the Office of Sheriff of Cherokee County.

Present were Chairman Alan Bryant, Vice Chair Cal Stiles, Commissioner Dan Eichenbaum, Commissioner Ben Adams, Commissioner Mark Stiles, County Manager Randy Wiggins, Chief Deputy Justin Jacobs, and County Attorney and acting clerk, Darryl Brown. A quorum was present. Randy Foster of the Cherokee Scout was present and recorded the proceedings. Ralph Robinson of Local TV4 also recorded the proceedings

The meeting was called to order by Chairman Alan Bryant at 5:30 pm

The Invocation was offered by County Manager Randy Wiggins, and the Pledge of Allegiance was recited.

The Chairman asked the County Attorney to lead the proceedings.

A representative of the Cherokee County Republican Party Executive Committee conveyed the nomination of Chris Wood as Sheriff of Cherokee County.

The County Attorney informed the Board that the Sheriff nominee had provided sufficient bond and required certification from the NC Sheriff's Standards and Training Commission as required by statute.

Commissioner Dan Eichenbaum made a motion to accept the nomination and approve the installation of Chris Ellington Wood to the Office of Sheriff of Cherokee County. The motion was seconded by Commissioner Mark Stiles and passed unanimously.

Chairman Alan Bryant made a motion to allow the hiring of Hunter Ellington Wood, the son of the Sheriff nominee, as a Deputy Sheriff. Commissioner Mark Stiles seconded the motion, and such was passed unanimously.

Chris Wood addressed the public and invited them to the administration of the oath of office to him and his deputies on Monday, February 23, 2026 at the Cherokee County Courthouse.

Chairman Bryant made a motion to adjourn. Commissioner Cal Stiles seconded the motion and passed unanimously at 5:41 p.m.



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

		3/9/2026
		(DECREASE)
		INCREASE
1045100-35106	Other State Funding	16,023.00
1095100-41210	Salaries & Wages	13,125.00
1095100-41810	FICA	1,004.00
1095100-41820	Retirement	1,894.00

CDC grant funds passed thru the state for Local Workforce Development. This funding has no county match and will support the local health department workforce needed to service program areas. The funds will be used to retain qualified public health staff by providing retention bonuses. This is a 3rd installment of this funding due to additional funds becoming available.

Chairperson

3/9/2026



Cherokee County
Application for Boards/Commissions/Committees

Please complete each section

Full Name STEPHEN Bryan DICKEY Date of Birth [redacted]
Home Address 360 OLD PEACHTREE RD
Home Phone 828-361-1960
Current Employers CAPTAINS & HAMPTON INN
Job Title OWNER Years in current position 20 YRS
Business Phone: 828-361-1960 Fax:
E-Mail Address: STEVEDICKEY NCC@GANNCO.COM
Duties ALL

Other employment history

It is the Board of Commissioners goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and County district residency.

District No.
Male Female
White Black Hispanic Native American Asian Other

Board/Commission/Committee Applying For (list only one per form) TDA

Generally, the Board of Commissioners desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 2 Boards/Commissions/Committees. Therefore, please list any other Boards/Commissions/Committees on which you currently serve: TDA

Why are you interested in serving on this Board/Commission/Committee?

DO NOT SUBMIT RESUMES/ATTACHMENTS (OVER)

Interests/Skills/Areas of Expertise/Professional Organizations/Activities: _____

*I Am Currently on TDA Board and am
Requesting Re-Appointment to That Board.
Thanks Steve Dudy*

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes _____ No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Board of Commissioners? Yes _____ No

If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the County Manager and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature:  Date: 2-26-2026
Form is invalid if not signed and dated

Return completed form to:
Clerk to the Board
75 Peachtree Street, Suite 112
Murphy, NC 28906
Phone: (828) 837-5527 Fax: (828) 837-9684

Applicants are required to be a resident of Cherokee County
MUST PROVIDE VALID ID OR DRIVER'S LICENSE AS PROOF OF RESIDENCY

Maria Hass

From: Joan Posey <joan.posey08@gmail.com>
Sent: Thursday, February 26, 2026 7:51 AM
To: Maria Hass
Subject: TDA

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 Maria,
I will be happy to continue to serve on the TDA board.
Thank You,

Sent from my iPhone

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Cherokee County Local Government
2. Number & Title: G-202607-10672/ Marble Industrial Park - Development
3. Purpose of Grant: This award provides funding to Cherokee County to develop an industrial site in the Marble Industrial Park. The county will extend a 2" force main and an 8" waterline to the park and construct a pump station. The county will also clear and grub 16 acres of property and rough grade the first site in the park, which will be approximately 22,000 square feet. The county anticipates the project will result in private capital investment of approximately \$9.5 million and creation of 25 jobs paying an average annual wage of \$58,000 at the first site. Golden LEAF funds will be used for design and engineering, construction, and related costs.
4. Amount of Grant: \$1,353,260.00
5. Award Date: 2026-02-05
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 9 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Release of funds conditioned on Cherokee County providing reasonable assurances that it will complete the grading of the first site in the industrial park within 12 months of completion of the Golden LEAF funded project elements
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff in the discretion of Golden LEAF staff, to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission in writing.
 - c) Release of funds is contingent on Golden LEAF's written approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees in writing to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.

- g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for Grantee's charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement.
9. Compliance with laws/liens: The Grantee represents and warrants that it is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no elected or appointed official, employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes elected and appointed officials, officers and directors of the Grantee, and employees, volunteers, and agents of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) domestic partners, (3) ancestors, (4) brothers, (5) sisters, (6) children, (7) grandchild, (8) great-grandchild, or (9) spouses of brothers, sisters, children, grandchildren, or great grandchildren. The foregoing relationships shall also include both whole and half-blood relationships and adoptive relationships. The relations of a domestic partner will be treated the same as the relations of a spouse. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee

determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section.

If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee shall comply with its policy rather than the policy contained herein. The Grantee may request that the President of Golden LEAF approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All costs incurred using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises; provided, nothing in this section shall be construed to require Grantee to procure goods and services from or award contracts to such enterprises that the Grantee would not choose under the procurement requirements set out herein or its own more restrictive procurement requirements taking into account price or other relevant allowable factors.

If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section.

The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing.

The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affects the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF**

has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of the grant funds received by Grantee, understands that no further funds will be advanced under the grant, and that the grant will be rescinded and/or terminated as further set out herein. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved in writing by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. If grant funds are subject to repayment hereunder, Golden LEAF shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to Golden LEAF. All such amounts shall be due immediately upon demand by Golden LEAF. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, Golden LEAF may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Golden LEAF plus all other reasonable expenses incurred by Golden LEAF in exercising any of its rights and remedies upon such default.
16. No remedy conferred or reserved by or to Golden LEAF in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
17. Release of Funds: Unless otherwise agreed in writing by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved in writing by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance

with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

18. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, the first to be received by Golden LEAF six months from the date of award and subsequent progress reports to be received every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed in writing by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
19. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representatives may deem necessary. The Grantee may be subject to audit by the State Auditor.
20. This section is applicable if the following blank is marked: Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees (or other recipients of grant funds or individuals whose work is funded by the grant) with respect to New Developments, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to ensure that the New Developments shall be and remain the sole and exclusive property of the Grantee. The Grantee hereby grants Golden LEAF, a perpetual, non-exclusive, non-sublicensable, nontransferable, irrevocable, and royalty-free right and license under the New Developments, to Exploit such New Developments and products derived therefrom solely in connection with Golden LEAF's noncommercial, charitable and tax exempt purpose. For purposes of this section, "Exploit" means use, have used, make, have made, sell, offer to sell, import, export, reproduce, adapt, modify, create derivative works of, publish, and publicly display. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its commercially reasonable efforts to pursue the

commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved in writing by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to the inventors of such New Developments and then to cover Grantee's own out-of-pocket expenses as necessary to protect intellectual property rights in such Developments.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this section will continue beyond the expiration of the funding period.

21. **Independent entity:** The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required by law for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
22. **Non-discrimination:** The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, sexual orientation, gender identity, parental status, national origin, genetic information, political affiliation, protected military or veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
23. **Publicity:** All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).
24. **Authority to execute/Necessary Approvals Obtained:** The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.
25. **Limitation of Liability:** This grant is made voluntarily as a charitable gift and does not constitute a promise or obligation to disburse funds unless and until all terms and conditions of this Agreement are strictly complied with, and the Grantee shall have no right or entitlement to any funds absent such

compliance. To the fullest extent permitted by law Golden LEAF's total aggregate liability arising out of or relating to this Agreement or the grant awarded pursuant to the terms of this Agreement shall not exceed the lesser of (a) the amount of the grant award or (b) the amount of such awarded funds actually expended by the Grantee in compliance with this Agreement. In no event shall the Golden LEAF be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages, or for lost profits or opportunities, whether in contract, tort, or equity. The Grantee waives all reliance-based claims and any right to seek specific performance, injunctive relief, or other equitable remedies to compel any grant or disbursement. This provision does not waive rights that cannot be waived under applicable law, and the Grantee acknowledges that it is a sophisticated entity and voluntarily accepts any award subject to these terms.

26. Indemnification: Grantee shall, to the extent allowed by law, indemnify, defend, and hold harmless Golden LEAF and its officers, directors, employees, agents, parents, subsidiaries, affiliates, successors, and permitted assigns from and against all claims, actions, costs, expenses (including reasonable attorney's fees), or liabilities arising out of or caused by (i) the negligent act or omission or willful misconduct of Grantee, its affiliates, directors, officers, employees, or agents; (ii) Grantee's breach of this Agreement, or any covenants, representations or warranties herein; or (iii) an infringement of or misappropriation the intellectual property rights (including patent, copyright, trademark, trade secret, or other proprietary rights) of a third party by Grantee.
27. No Assignment or Modifications: This Agreement and the obligations hereunder may not be assigned by Grantee without prior written approval from Golden LEAF.
28. Complete Agreement: This Agreement supersedes all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing.
29. Choice of Law and Venue: This Agreement shall be construed and governed by the laws of the State of North Carolina. Grantee agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be [Wake] County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be [Wake] County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

**RESOLUTION OF THE
CHEROKEE COUNTY BOARD OF COMMISSIONERS**

Commitment of Local Match and Assurances for Completion of

Marble Industrial Park Grading

WHEREAS, Cherokee County has been awarded funding from the Golden LEAF Foundation to support infrastructure development associated with the County's Marble Industrial Park project; and

WHEREAS, the Golden LEAF Foundation has conditioned the release of certain funds upon Cherokee County providing reasonable assurances that the grading of the first industrial site will be completed within twelve (12) months following completion of the Golden LEAF funded project elements; and

WHEREAS Cherokee County recognizes the importance of delivering a pad-ready industrial site to enhance economic competitiveness, attract private investment, and support job creation consistent with the mission of the Golden LEAF Foundation to increase economic opportunity in tobacco-dependent, economically distressed, and rural communities; and

WHEREAS the estimated cost to grade and prepare the first site, including the development of an approximately 22,500 square foot pad ready site, is Three Hundred Fifty Thousand Dollars (\$350,000), as calculated by McGill Associates based on the following estimate:

- Excavation of approximately 35,000 cubic yards of material
- Estimated cost of excavation at \$10 per cubic yard
- Total estimated excavation cost: \$350,000

WHEREAS this portion of the project budget is to be funded by Cherokee County Local Government as a local match and commitment; and

WHEREAS, Cherokee County intends to fulfill this obligation through a combination of in-kind contributions and direct funding, including:

1. Utilization of Heavy Equipment Comprehensive Training Courses at Tri-County Community College for grading activities where feasible.
2. Deployment of equipment and personnel from the Cherokee County Solid Waste Department where operationally appropriate; and
3. Direct financial commitment from Cherokee County Local Government to absorb any remaining costs not covered through in-kind contributions.

NOW, THEREFORE, BE IT RESOLVED THAT the Cherokee County Board of Commissioners hereby:

Grant Capital Project Ordinance
For the Marble Industrial Park Development 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 extension of a 2" force main and an 8" waterline to the Marble Industrial Park property and to construct a pump station. The project also includes the clearing and grubbing of 16 acres of property and rough grading of the first site in the industrial park 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/Site Work	\$ <u>1,353,260</u>
Total	\$ <u>1,353,260</u>

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

The Golden LEAF Foundation Grant	\$ <u>1,353,260</u>
Total	\$ <u>1,353,260</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 9th day of March, 2026

Chairperson

Maria Hass

From: Corey Richardson <crichardson@integratedcarehickory.com>
Sent: Monday, February 23, 2026 4:27 PM
To: Randy Wiggins
Cc: Silas Shields; Maria Hass; Darryl Brown
Subject: Re: Cherokee County Planning – Vaya Alignment

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The proposal would align with Exhibit A – Item 2 (evidence-based addiction treatment and treatment expansion) and, where applicable, Item 3 (recovery support services), specifically tied to Facility-Based Crisis (FBC) and medically supervised detoxification services.

We believe we can secure the necessary support letter from the MCO once the scope is defined.

Having just completed a large-scale hospital renovation and upfit in Carteret, we are very familiar with the DHSR process and DHHS licensing requirements and are confident in navigating those regulatory steps efficiently.

On Mon, Feb 23, 2026 at 4:18 PM Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov> wrote:

Thank you. We will review and discuss and be in touch with anything needed to proceed. May be best to spell out and identify those specific strategies and begin pulling that together for State approval so we have that before funds are expended. And the new Sheriff was sworn in today. We will of course want to link you up with him both for jail MAT and for opportunities to have expanded programs as we are discussing here to reduce transportation costs for things that could be addressed in Andrews as opposed to Asheville and points beyond.

Randy Wiggins

County Manager

75 Peachtree Street

Murphy, NC 28906

Office: 828-837-5527 x.1815

Fax: 828-837-9684

Agenda Attachment – Opioid Settlement Funds Facility Renovation and Lease Structure

To: Cherokee County Board of Commissioners

Re: Use of Opioid Settlement Funds for Renovation and Lease of County-Owned Facility

Date: _____

This memorandum is provided for the Board's consideration regarding the potential use of North Carolina Opioid Settlement Funds to support renovation and lease of a County-owned facility for the provision of behavioral health and opioid remediation services.

Background

Cherokee County owns the former Andrews Health Department building located adjacent to the EMS station. The Board has previously been approached regarding alternative uses of this facility. The building may present an opportunity to expand access to behavioral health services consistent with authorized strategies under the North Carolina Memorandum of Agreement (MOA) governing opioid settlement funds.

MOA Compliance Framework

Under the NC MOA, opioid settlement funds may be used for capital expenditures, including facility renovation, when such expenditures are directly tied to an authorized strategy identified in Exhibit A or Exhibit B of the MOA.

For the proposed project to be allowable, the following conditions must be satisfied:

- The Board must formally authorize a specific opioid remediation strategy in a resolution and budget allocation.
- The renovation and lease must directly support delivery of the authorized strategy (e.g., evidence-based addiction treatment, crisis stabilization, detoxification, or recovery support services).
- If only a portion of the facility is used for opioid-related services, settlement funds must be prorated to that portion only.
- Contracts and lease agreements must clearly define the space dedicated to the authorized strategy and document the scope of services.

- Lease payments must reflect reasonable market value and be structured as part of a documented service agreement.
- The County must retain decision-making authority and fulfill all MOA reporting requirements, including CORE-NC reporting obligations.

Proposed Structure

If the Board elects to proceed, the County may enter into a contract with a qualified service provider to renovate and operate the facility for delivery of authorized opioid remediation services. The County would retain ownership of the building. Settlement funds could support renovation and lease payments only to the extent those costs are directly tied to the authorized opioid strategy.

This structure is consistent with how other counties have utilized settlement funds to renovate County-owned facilities for Facility-Based Crisis (FBC), detoxification, and residential substance use treatment services under Option A – Treatment strategies.

Allowability and Limitations

Settlement funds may not be used for general County purposes or overhead unrelated to an authorized opioid strategy. Expenditures must be specifically authorized, documented, and linked to treatment, recovery, or other permissible opioid remediation activities under the MOA.

Based on review of the MOA provisions and applicable guidance, renovation and lease of a County-owned building for delivery of authorized behavioral health or opioid treatment services appears allowable if structured and documented in compliance with MOA requirements.

Next Steps

If the Board wishes to pursue this option, staff will prepare a formal spending authorization resolution identifying the specific MOA strategy, funding amount, and implementation period. Draft contract and lease language will be developed to ensure compliance with MOA reporting and proration requirements.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

From: Corey Richardson <crichardson@integratedcarehickory.com>
Sent: Monday, February 23, 2026 2:09 PM
To: Randy Wiggins <randy.wiggins@cherokeeconomy-nc.gov>
Cc: Silas Shields <silas.shields@cherokeeconomy-nc.gov>; Maria Hass <maria.hass@cherokeeconomy-nc.gov>; Darryl Brown <cdadrb@yahoo.com>
Subject: Re: Cherokee County Planning – Vaya Alignment

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Randy, Silas, Darryl, Maria,

Thank you for outlining the potential structure.

ICGH formally expresses its interest in pursuing the former Andrews Health Department building as a site for regional behavioral health services, contingent upon Board approval and confirmation of settlement fund eligibility.

If approved, the facility would be developed to provide crisis management, IVC stabilization, detoxification services, and direct outpatient psychiatric and counseling care — all consistent with the intended uses of opioid settlement funds and designed to reduce transportation costs and law enforcement burden while expanding local access to care.

We are prepared to collaborate with the County on renovation planning and service design to ensure full compliance with settlement funding requirements and legal considerations.

randy.wiggins@cherokeecounty-nc.gov

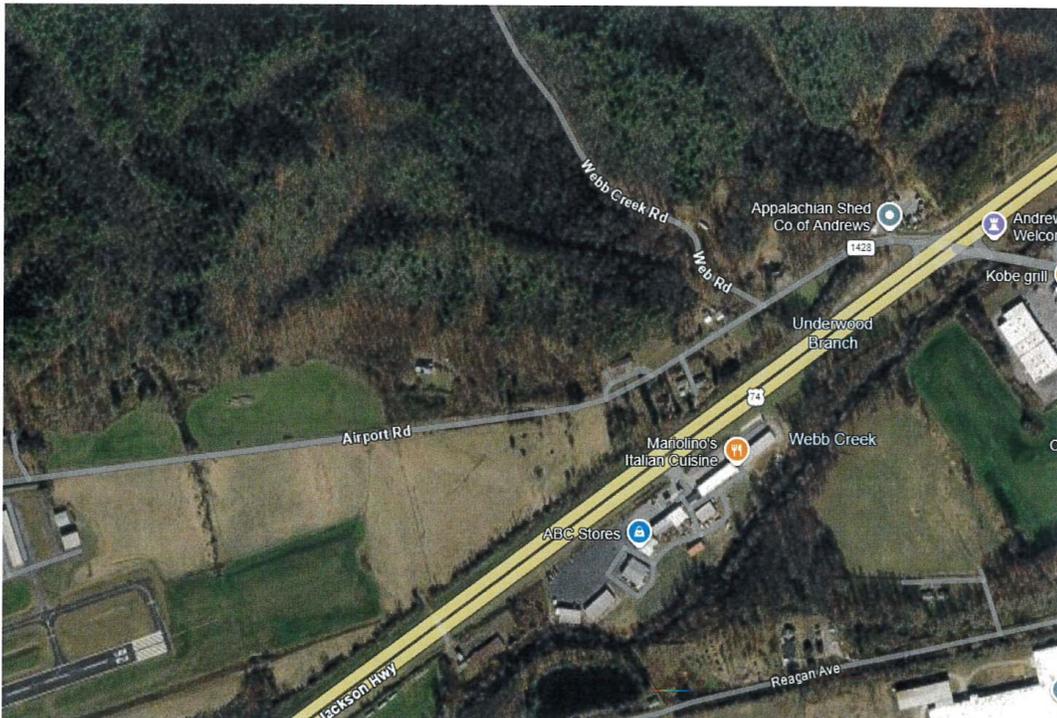
From: Corey Richardson <crichardson@integratedcarehickory.com>
Sent: Monday, February 23, 2026 11:41 AM
To: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>
Subject: Re: Cherokee County Planning – Vaya Alignment

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This location is where the hospital used to be and seems to be faced with vandalism



From: Russell, Jesse A <jarussell@ncdot.gov>
Sent: Wednesday, January 14, 2026 2:07 PM
To: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>
Cc: Orr, Marshall C <mcorr@ncdot.gov>
Subject: NCDOT requesting comment and Resolution of Support for NCDOT project

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Good Afternoon Randy,
Need to request a place on the next available Board agenda to present a center left turning lane from US64 onto the Martins Creek Connector Road, and additionally request a Resolution of Support the funding source(s) we are pursuing for the proposed project find support from the local governing body favorable.

Please advise and Thanks.

Andy Russell, P.E.
Andrews District Engineer

NC Dept of Transportation
191 Robbinsville Road
Andrews, NC 28901
828-321-4105

**RESOLUTION ON INTERSECTION OF MARTINS CREEK ROAD
CONNECTOR & US 64**

Whereas due to the increased volume of US64 westbound traffic executing a left turning movement onto SR1556, Martins Creek Road Connector and a lack of sufficient turning lane storage length, the intersection of Martins Creek Road Connector and US Highway 64 just east of Murphy, North Carolina frequently becomes congested during peak traffic hours and unsafe to the motoring public.

WHEREAS numerous vehicular collisions have occurred at said intersection.

WHEREAS NCDOT has secured necessary funding to add a center left turning lane along US64 in efforts to provide safe accommodations for respective vehicles.

WHEREFORE, it is hereby resolved by the Cherokee County Board of Commissioners recommending and officially supporting that the NC Department of Transportation initiate immediate steps to improve the safety and decrease the congestion of traffic at the intersection of US 64 and Martins Creek Road Connector. It is further resolved that the Cherokee County Manager make immediate contact with the NCDOT District Engineer to convey the support of the Board.

This the ___ day of _____, 2026

Alan Bryant, Chairman
Cherokee County Board of Commissioners

ATTEST:

Maria Hass
Clerk to the Board





CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 3/9 TIME: _____

NAME: Mark Parker - Marble Springs Lodge 439

ADDRESS: 12 Bluff Rd., Marble

PHONE: (828) 361-8311

DETAILED REASON FOR REQUEST:

Request to use county's property in Marble
for an Easter egg hunt.

SIGNATURE OF REQUESTOR

REQUESTS MUST BE RECEIVED TEN CALENAR 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



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 3/9 TIME: 6:30

NAME: Harry Hearne

ADDRESS: _____

PHONE: _____

DETAILED REASON FOR REQUEST:

Request to leave sponsorship banners up at pickleball court two months
prior to pickleball tournament and one month after tournament has ended.

SIGNATURE OF REQUESTOR

REQUESTS MUST BE RECEIVED TEN CALENAR 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

A PROCLAMATION BY THE
CHEROKEE COUNTY BOARD OF COMMISSIONERS
RECOGNIZING MAY 7, 2026 AS NATIONAL DAY OF PRAYER

WHEREAS, Throughout the history of America, we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers.

WHEREAS, From the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God.

WHEREAS, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer.

WHEREAS, In our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "GLORIFY GOD AMONG THE NATIONS - SEEKING HIM IN ALL GENERATIONS" based on the verse in 1 Chronicles 16:24, "Declare his glory among the heathen; his marvelous works among all nations".

NOW, THEREFORE, the Cherokee County, N.C. Board of Commissioners, do hereby proclaim May 7th, 2026 as a DAY OF PRAYER throughout Cherokee County, and commend this observance to our citizens and request that prayers be poured out for our County and for our neighbors as we live, serve, work, and learn together, that we made be filled with all joy and peace and abound in hope.

Adopted unanimously, this 9th day of March 2026.

Alan Bryant, Chairman



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: March 9 TIME: 6:30 pm

NAME: Ellen Stephens/Cherokee County Saddle Club, Inc.

ADDRESS: 750 Graham Rd, Murphy, NC 28906

PHONE: 828-644-9616 / 828-361-8950

DETAILED REASON FOR REQUEST:

The Cherokee County Saddle Club (CCSC) has been working with the county since April 2025 to restore the arena at the Mtn. Folk Center. Since that time, the arena and an additional parking area have been graded.

PHASE 1: After grading was completed, it was apparent that the site drainage needed correction. The drainage issues affect a larger area than the direct surrounds of the arena. CCSC consulted an engineer and a contractor (cont'd)

SIGNATURE OF REQUESTOR

REQUESTS MUST BE RECEIVED TEN CALENAR 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 to be on Agenda (continued)

to come up come up with a plan to correct the drainage. The current quote for materials is \$24,278, and labor is \$35, 500 (attached); total of \$59,778. Hydroseeding of the areas affected by this project is estimated at \$2800. The cost for Phase 1 is estimated at \$62,578. Relocation of a water line cost cannot be determined in advance of the work, but the cost is expected to be minor.

PHASE 2: After the drainage is corrected, it will be necessary to construct the arena surface. The current materials and labor cost estimate for surface preparation and addition of quarry materials and footing is \$62,553 (attached). This estimate does not include addition of retaining boards around the arena to keep the footing material on the surface and installation of fencing. The cost estimate of materials for retaining boards is \$2600, and for fencing, \$17,000.

The cost of both Phases 1 and 2 is estimated at \$144,731.

To date, the county has contributed \$25,000 to restoration efforts. CCSC has contributed \$45,000 for grading and \$6300 for hydroseeding. CCSC has agreed to contribute \$5000 to the Phase 1 drainage project. We request funding needed to complete Phase 1.

WILSON SUPPLY, INC.
176 OLD RANGER ROAD
P.O. BOX 297
MURPHY, N.C. 28906
PHONE: (828) 837-7902

A MIN 25.00 FUEL S CHARGE WILL APPLY TO
 ALL DELIVERIES / + EXTRA MILEAGE CHARGES

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Class	Date	Time
2582		MICHEL		NET 10TH	FS	10/29/25	4:07

Sold To
 BUCKSITE SERVICE
 MICHAEL OR KEVIN
 10 RIDGE TOP RD
 MURPHY NC 28906

Ship To
 CHEROKEE CO. RIDING ARENA
 NEAR FOLK SCHOOL
 9275 WEST US HWY 64 MURPHY

EXP. DATE: 10/30/25
 TERM#557
 SLSR: FS FRANK SHAFER
 TAX : 001 7.00% NC SALES TAX
 DOC# 30471

 * ESTIMATE *

 EST. 30471

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION	
	15	EA	1520BF	15 X 20 BLK SMOOTH CORE 300 FT.	299.00	15	250.99 /EA	3,764.85	
	7	EA	1820BF	18 X 20 BLACK SMOOTH CORE 140 FT.	415.00	7	322.00 /EA	2,254.00	
	6	EA	2420BF	24 X 20 BLACK SMOOTH CORE 120 FT.	709.00	6	599.00 /EA	3,594.00	
	2	EA	3020BF	30 X 20 BLACK SMOOTH CORE 40 FT.		2	775.00 /EA	1,550.00	
	4	EA	FUELSC	DELIVERY & FUEL CHARGE PLEASE LIST TYPE OF UNLOADING NEEDED . CHARGES MAY OCCUR FOR HANDLING OTHERWISE BUCKSITESERVICES10@GMAIL MICHAEL 828-516-5655		4	35.00 /EA	140.00	
								TAXABLE	11302.85
								NON-TAXABLE	0.00
								SUBTOTAL	11302.85
								TAX AMOUNT	791.20
								TOTAL AMOUNT	12094.05

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

X _____
 Received By

BUCK SITE SERVICES
 10 Ridgetop Rd
 Murphy, NC 28906
 828-516-5655

Estimate

Date	Estimate #
12/9/2025	153

Name / Address
MOUNTAIN FOLK CENTER 9275 W HWY 64 MURPHY NC 28906 ELLEN STEPHENS 828-361-8950 jdt4f@mindspring.com

Terms - Valid for ...

Description	Total
BUCK SITE SERVICES ARENA PROJECT	33,500.00
BUCK SITE SERVICES WILL FOLLOW ENGINEERED PLANS PREPARED BY RONALD OBRVAN. ALL LAYOUTS PROVIDED BY RONALD OBRVAN	
BUCK SITE SERVICES INCLUDES ALL LOGISTICS, MACHINE WORK, EXCAVATION, GRADING AND LABOR. RELOCATION OF WATER LINE	
**IF UNSUITABLES ARE ENCOUNTERED DURING EXCAVATION (GRANITE ROCK) PRICE TO EXCAVATE WILL BE ADDED AT THAT TIME.	
BUCK SITE SERVICES IS FULLY INSURED WITH LIABILITY AND WORKERS COMP AND WILL PROVIDE CERTIFICATES OF INSURANCE WHEN REQUESTED	
BUCK SITE SERVICES WILL REQUIRE A DEPOSIT OF \$8,000.00 TO BEGIN WORK BI-WEEKLY DRAW OF \$8,000.00 REMAINING BALANCE DUE UPON COMPLETION OF ARENA PROJECT	
MATERIALS NECESSARY TO DO ARENA PROJECT ARE NOT INCLUDED AND ARE TO BE PURCHASED BY CUSTOMER	
QUOTES FROM JEFF GOOCH TRUCKING FOR MATERIALS	29,053.00
3 LOADS OF RIP RAP ROCK = \$2025.00	
20 LOADS OF CRUSHER RUN (BASE) = \$11,500.00	
12 LOADS OF CLEAN CLAY = \$1,800.00	
12 LOADS OF WASHED SAND = \$13,728.00	
ALL QUOTED PRICES ARE SUBJECT TO CHANGE	
Total	\$62,553.00

Maria Hass

From: Randy Wiggins
Sent: Friday, January 23, 2026 3:08 PM
To: Franklin Shook
Cc: Maria Hass; Darryl Brown
Subject: RE: NRL Interlocal Agreement Revision
Attachments: Revised2026 DRAFT Interlocal Agreement Exp 9_30_2032.pdf; Lake Santeetlah Letter of Withdrawl_20240529_100850.pdf; Executed Interlocal Agreement Exp 9-30-2032.pdf

Our next meeting beyond the 30-day window from your 1/22 email would be March 9th at 6:30 PM. I have copied this to Maria to include on the March 9 agenda. The current Chair of our Board is Alan Bryant.

Randy Wiggins
County Manager
75 Peachtree Street
Murphy, NC 28906
Office: 828-837-5527 x.1815
Fax: 828-837-9684
Cell: 828-361-2501
randy.wiggins@cherokeeconomy-nc.gov

From: Franklin Shook <fshook@nrlibrary.org>
Sent: Thursday, January 22, 2026 12:25 PM
To: Randy Wiggins <randy.wiggins@cherokeeconomy-nc.gov>; Debbie Mauney <dmauney@claync.us>; brady.cody@grahamcounty.org; Kim Crisp <kim.crisp@grahamcounty.org>; Shaun Adams <sladams372@yahoo.com>; Suzanne Hedden <clerk@townofhayesville.com>; Chad Simons <manager@townofmurphync.com>; Tammy Holloway <tammy.holloway@andrewsnc.gov>
Subject: NRL Interlocal Agreement Revision

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@cherokeeconomy-nc.gov

Good Afternoon,

An amendment to the Nantahala Regional Library's interlocal agreement is required. This necessity stems from the Town of Lake Santeetlah's withdrawal, communicated via a letter issued to all involved governments on May 28, 2024. State statute provided the town with a one-year period to reconsider; however, as they did not revoke their withdrawal, the agreement must now be revised to officially remove the Town of Lake Santeetlah.

Here are the provisions of amendment as given in the agreement:

Provisions for Amendment

A.

B.

C. This agreement can be amended providing that all parties accept those amendments in

D. a regular meeting of those parties, as recorded in the minutes of that meeting.

E.

F.

G.

H. Recommendations for amendments shall be forwarded to each of the County and Town governments

I. in writing within a 30-day period for consideration given. At the next regular meeting of the county and town boards after this 30-day period, the amendment shall be voted on by those bodies.

J.

K.

L.

M. Requests for amendment may come from either a county and town board or from the NRL

N. board.

O.

P.

Q.

R. Disagreements related to this agreement shall be resolved first by a committee of representatives

S. from each government and then by their legal counsels, if necessary.

T.

U.

V.

W. Copies of this agreement and future adopted amendments should be sent to the State Library.

X.

I respectfully request that you present this proposal to your board and include it on the agenda for a meeting scheduled beyond the 30-day period following this email. Please inform me of the meeting date so that I may attend and address any questions you might have. This change will not modify any other terms of the existing agreement. Attached are the withdrawal letter, the draft of the revised agreement, and the currently executed agreement. Once approved, the revised agreement will require signatures from both the Manager and the Chair of the Board.

Thank you very much for your continued support of library services in your community. We are proud to be the oldest Regional Library System in the state and in existence for 85 years now (since November 1940). I am tentatively planning a celebration where I will be inviting leadership in the coming months once I am able to get confirmation from the Governor's Office about attendance. If you have any avenues to invite Governor Stein (I have contacted Rep Gillespie and Senator Corbin), I would welcome the assistance.

Thank You,

Franklin



Town of Lake Santeetlah

May 28, 2024

Nantahala Regional Library
9 Blumenthal St
Murphy, NC 28906

To Whom It May Concern:

With careful consideration, the Town of Lake Santeetlah has decided not to include a contribution to the Nantahala Regional Library in our fiscal year budget 24/25, but to redirect our support to the Friends of the Library. We kindly request your understanding and cooperation in the termination of our agreement with the library.

If you have any questions about this letter, don't hesitate to contact me at 828-479-8190.

Thank you,

A handwritten signature in cursive script that reads "Diana Simon".

Diana Simon

Mayor, Town of Lake Santeetlah

**Nantahala Regional Library
Agreement of participation**

WHEREAS, the mission of the Nantahala Regional Library (NRL) is to provide the residents of Cherokee, Clay, and Graham Counties in North Carolina with collections and services to aid in the pursuit of information, education, recreation, and creative development. Still after over 80 years, NRL provides a collection of both physical and digital materials and valuable services for all ages, educational levels, backgrounds, and abilities. The goal of library staff is to provide a welcoming, safe, and responsive environment in which patrons can access and use these materials and services.

NRL's central purpose is to promote reading and information access. We do this by providing our patrons with access to resources that are found both inside and outside the library walls. This purpose is fulfilled by cooperating with local community groups, organizations, businesses, schools, local residents and government agencies. We also promote our materials, resources, and services to current and potential users of our library and;

WHEREAS, we realize that the diversity within the communities we serve, yet at the same time, our goal is to meet the specific needs of the individuals within these communities. The 3 counties and 4 towns (herein referred to as " the governments") and their 4 libraries jointly are committed to the economic vitality, educational opportunity, and lifelong pursuits that NRL as a participant in our communities, is able to provide our users and;

WHEREAS, this collaboration provides for the most effective and efficient use of services, programs, and resources otherwise beyond the financial and service capabilities of the individual governments and libraries;

NOW THEREFORE, the governments agree to hereby renew their commitment to this agreement for the joint operation of the Nantahala Regional Library upon the terms set forth below therein for a term extending from September 30th, 2022, through September 30th, 2032.

I. Governments Involved

- A. Cherokee County
- B. Clay County
- C. Graham County
- D. Town of Andrews
- E. Town of Murphy
- F. Town of Hayesville
- G. Town of Robbinsville

II. Purpose Statement

- A. This agreement ensures that the tradition of excellent library services to the communities and residents of the areas included within the jurisdictions of the aforementioned governments continues through a collaborative and supportive process outlined under the legal authority of NCGS 153A-270 and NCGS 160A, Article 20, Part 1.

III. Board of Trustees

- A. Nantahala Regional Library (NRL) will be governed by a Board of Trustees
- B. There shall be 9 members of the board, with 3 appointed by the board of commissioners from each member county.
- C. Appointments are for staggered terms and board members shall serve no more than 2 consecutive terms, with no single term longer than 6 years.
- D. Vacancies shall be filled with appointments by the appropriate governing body for the length of the term of the member creating the vacancy.
- E. If a board member is absent from 3 consecutive meetings, the member will be considered to have resigned and the vacancy will be filled according to Section D.
- F. The following powers and duties are delegated to the NRL Board of Trustees by the counties of Cherokee, Clay, and Graham and the towns of Andrews, Murphy, Hayesville, and Robbinsville.
 - 1. To adopt bylaws and rules for its own governance as may be necessary and in conformity with the law.
 - 2. To adopt policies for the administration and operation of Nantahala Regional Library.
 - 3. To select, appoint, and determine all other terms of employment of a regional library director who possesses a valid North Carolina Public Librarian Certificate. The director shall be considered the chief executive and administrative officer of the Nantahala Regional Library and shall have sole charge of the administration of the NRL under the direction and review of the NRL board.
 - 4. To develop and approve an annual budget, which shall:
 - a) Be administered under the provisions of the Local Government Budget and Fiscal Control Act (G.S. 159). All State funds will be expended throughout the region in compliance with North Carolina Administrative Code, Title 7, Chapter 2, Subchapter 21, Section .0202 (State Aid Grants) and Section .0306 (Finance).
 - b) Be a composite of the separate budgets of each county or town library, with an agreed upon amount paid by each party to operate its facilities, including utilities, building maintenance, or rent;

salaries and employer share of benefits for personnel working exclusively in the county/town; and materials or equipment exclusively for that county/town. Each county/town may also contribute to joint operations as mutually agreed upon. These funds shall be sent to the NRL finance officer in monthly or quarterly payments as negotiated by the finance officer and the county/town.

- c) Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
5. To appoint a regional finance officer who shall:
 - a) Ensure the reception, deposit, and disbursement of funds consistent with generally accepted accounting principles and account for all expenditures by source of funds;
 - b) Ensure expenditure of funds consistent with the budget adopted by the NRL Board;
 - c) Report directly to the NRL director and at all meetings of the NRL board.
 6. To assure compliance with all applicable state and federal laws and assure compliance with the eligibility rules for the receipt of state and federal funds.
 7. To make recommendations to the participating governments concerning the construction and improvement of the physical facilities of the libraries within the NRL.
 8. To report regularly to the governments and State Library, as required by G.S. 125-5, as conveyed in approved reports of the NRL director.
 9. To obtain an annual independent audit of NRL accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

IV. Terms of Property Ownership

- A. Any community that wishes to have a library affiliated with the NRL will be responsible for the provision of an adequate library building, including but not limited to utilities, telephone, telecommunications, custodial services, and maintenance and repair of building interiors and exteriors, parking lots, grounds, and landscaping.
- B. One of the important benefits of being a member of a regional library system is that limited resources are shared among the residents of the counties and towns within the region; given this, however, certain property ownership restrictions shall apply:
 1. All buildings, grounds, and other facilities of each Library shall remain the property of their respective County or Town.

2. All books and other materials, technology, or other resources paid for with local funds shall remain the property of the respective county or town.
3. All books and other materials, technology, or other resources paid for with regional or state funds shall remain the property of the NRL.

V. Insurance Coverage and Indemnification

A. Insurance Coverage

1. The local governments shall maintain insurance coverage for the building and grounds and other facilities for each of their individual libraries including general liability insurance.
2. The NRL shall maintain insurance coverage for the contents of the buildings, the NRL office, and the vehicles used to provide services.

B. Indemnification

1. The NRL shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a director, trustee, officer, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

VI. Provisions for Amendment

- A. This agreement can be amended providing that all parties accept those amendments in a regular meeting of those parties, as recorded in the minutes of that meeting.
- B. Recommendations for amendments shall be forwarded to each of the County and Town governments in writing within a 30-day period for consideration given. At the next regular meeting of the county and town boards after this 30-day period, the amendment shall be voted on by those bodies.
- C. Requests for amendment may come from either a county and town board or from the NRL board.

- D. Disagreements related to this agreement shall be resolved first by a committee of representatives from each government and then by their legal counsels, if necessary.
- E. Copies of this agreement and future adopted amendments should be sent to the State Library.

VII. Provisions for Withdrawal

- A. A member government proposing to withdraw from the NRL shall give written notice on or before July 1 to the NRL board, the other participating governments and the State Library of North Carolina. The withdrawal shall be effective the following June 30th.
- B. Should the member decide to rescind the withdrawal proposal within the time period, they shall remain a part of the NRL under the same conditions and requirements in which they became a member.
- C. If the withdrawal does not result in the dissolution of the NRL, the withdrawing member will forfeit all rights to joint property of the NRL. However, the NRL board may decide to give the withdrawing Library a portion of books and other materials when the loss of the materials to the NRL will not impoverish the collection. The NRL director's opinion shall be used to determine which materials can be spared.
- D. The NRL may be dissolved if three of the four parties withdraw in accordance with the procedures stated above in point a.
- E. As stated in NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the NRL is owned jointly as tenants in common by the participating governments; therefore, if the NRL is dissolved, the counties of Cherokee, Clay, and Graham, and the towns of Andrews, Murphy, Hayesville, and Robbinsville, shall divide the joint assets equally among themselves.
- F. After all outstanding debts are resolved, any remaining funds from the member counties/towns shall be returned to them and the distribution of any remaining state or federal funds shall be determined by the State Library

VIII. Review and Termination

- A. This agreement shall continue to be in effect for 10 years from the signatures dated on the contract unless reasonable cause is presented in writing to each of the governments and the State Library.
- B. This agreement may be reviewed at any time by the governments or the NRL board and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures, as stated in Section VI above.
- C. Before the end of the 10-year agreement, The NRL board shall review this agreement, recommend any modifications, and submit it for review and renewal

to each of the governments, which shall also review, recommend any modifications, and vote to extend or rescind the agreement.

- D. This agreement may be terminated if reasonable cause is presented in writing by a government to the other members of the NRL, the NRL board, and the State Library.
- E. The effective dates for termination shall be the same as a withdrawal from the NRL, as noted in section VII, point A above.
- F. If this agreement terminates, and no successor agreement is to be executed, the Nantahala Regional Library shall be dissolved and joint assets distributed as described in Section VII above.

This agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

This agreement shall be effective upon acceptance by all parties.

In witness whereof, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to the authority of each respective board.

Attest:

Cherokee County

_____ by _____
County Manager *Chair of the Board of Commissioners*

Clay County

_____ by _____
County Manager *Chair of the Board of Commissioners*

Graham County

_____ by _____
County Manager *Chair of the Board of Commissioners*

Town of Andrews

_____ by _____
Town Manager *Chair of the Board of Aldermen*

Town of Murphy

_____ by _____
Town Manager *Chair of the Town Council*

Town of Hayesville

_____ by _____
Town Manager *Chair of the Town Council*

Town of Robbinsville

_____ by _____
Town Manager *Chair of the Town Council*

Nantahala Regional Library

_____ by _____
Director *Chair of the Board of Trustees*

RUN DATE: 3/3/2026 8:39 AM

CHEROKEE COUNTY REFUND REPORT
REFUNDS 2_14_26-3_2_26

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 02/14/2026 12:00:00 AM - 03/02/2026 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR:

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Both

SORT BY: Name

RELEASE NUMBER ONLY: No

PAYMENT TYPE: ,Card - CCard,Cash - Cash,Check -
Check,EFT - Electronic Funds Transfer,MOrder - Money
Order,Paymentus - Paymentus,UNKNOWN - ,Web - Web

RUN DATE: 3/3/2026 8:39 AM

CHEROKEE COUNTY REFUND REPORT
REFUNDS 2_14_26-3_2_26

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
1001311 ARK INVESTMENTS INC 1101 MIRANDA LN KISSIMMEE, FL 34741-0769	2025-39964	RP: 552401385160000	Check	338.22	ALYSSA	2/17/2026 3:59:11 PM
REFUND RECIPIENT:						
54441 BERNABO VICTOR & W/ MEAD-BERNABO DAWN 41 JUNE MARIE LN MURPHY, NC 28906-3047	2025-21473	RP: 455100500523000	Check	98.55	TAMMY	2/17/2026 4:24:21 PM
OVER PAID REFUND RECIPIENT:						
30910 CRUMBLEY-DODSON JENNIFER ANN DODSON STANLEY B 8 GRESHAM LN SAVANNAH, GA 31419-6820	2025-17921	RP: 454200991201000	Check	121.27	TAMMY	2/26/2026 1:12:22 PM
OVER PAID REFUND RECIPIENT:						
58799 GEIGER ERIC J 1708 37TH ST SACRAMENTO, CA 95816-6708	2025-18608	RP: 448900188537000	Check	337.54	TAMMY	2/23/2026 3:12:24 PM
ACCOUNT WAS PAID ONLINE 2/23/26 AND RECEIVED CHECK ON 2/23/26 REFUND RECIPIENT:						
24920 HARDIN HERMAN LEE & W/ HARDIN ELIZABETH ANN A 119 SUNLAND DRIVE ANDREWS, NC 28901	2024-14539	RP: 556809155737000	Check	312.43	HUGO	2/19/2026 11:08:25 AM
CHEROKEE CO REFUND CK 267321 REFUND RECIPIENT:						
38625 KOOGLER CONSTRUCTION SERVICES LLC 103 FRANCIS DR	2021-19132	RP: 554803133409000	Check	48.38	HUGO	2/23/2026 11:31:01 AM

RUN DATE: 3/3/2026 8:39 AM

CHEROKEE COUNTY REFUND REPORT
REFUNDS 2_14_26-3_2_26

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
MURPHY, NC 28906					
		REFUND RECIPIENT:			
38625	2022-19254	Check	57.99	HUGO	2/23/2026 11:33:42 AM
KOOGLER CONSTRUCTION SERVICES LLC					
103 FRANCIS DR					
MURPHY, NC 28906					
		REFUND RECIPIENT:			
38625	2023-19276	Check	57.99	HUGO	2/23/2026 11:36:38 AM
KOOGLER CONSTRUCTION SERVICES LLC					
103 FRANCIS DR					
MURPHY, NC 28906					
		REFUND RECIPIENT:			
38625	2025-16862	Check	57.99	HUGO	2/23/2026 11:53:40 AM
KOOGLER CONSTRUCTION SERVICES LLC					
103 FRANCIS DR					
MURPHY, NC 28906					
		REFUND RECIPIENT:			
38625	2024-19622	Check	57.99	HUGO	2/23/2026 11:36:54 AM
KOOGLER CONSTRUCTION SERVICES LLC					
103 FRANCIS DR					
MURPHY, NC 28906					
		REFUND RECIPIENT:			
64192	2025-2775	Check	1917.98	ALYSSA	2/20/2026 1:28:47 PM
RANDALL THOMAS A					
RANDALL PAMELA E CO-TRUSTEES					
PO BOX 33					
CULBERSON, NC 28903-0033					
		PAID BY ATTN: ROCKET CLOSE OK 841072			
		REFUND RECIPIENT: ROCKET CLOSE LLC			
		662 WOODWARD AVE			
		DETROIT MI 48226			
64192	2025-2775	Check	1917.98	ALYSSA	2/20/2026 1:26:07 PM

RUN DATE: 3/3/2026 8:39 AM

CHEROKEE COUNTY REFUND REPORT
REFUNDS 2_14_26-3_2_26

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
RANDALL THOMAS A RANDALL PAMELA E CO-TRUSTEES PO BOX 33					** VOIDED **
CULBERSON, NC 28903-0033		PAID BY ATTN: ROCKET CLOSE CK 841072 REFUND RECIPIENT:			
TOTAL REFUNDS PRINTED:			5,324.31	(Count: 11)	
TOTAL VOID REFUNDS:			-1,917.98	(Count: 1)	
TOTAL:			3,406.33		

RUN DATE: 3/3/2026 8:39 AM

CHEROKEE COUNTY REFUND REPORT
REFUNDS 2_14_26-3_2_26

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 2/14/2026 - 3/2/2026

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
TOTAL VOID REFUNDS:							



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Transaction #	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ADAM, AMMAARAH SAEED	ADAM, AMMAARAH SAEED		133 MAUNEY ST	MURPHY, NC 28906	242139114	Vehicle Sold	2/19/2026	CI82ADVL	TAX	(\$58.64)	\$0.00	(\$58.64)
										(\$40.37)	\$0.00	(\$40.37)
										Refund	\$0.00	\$99.01
ADAM, AMMAARAH SAEED	ADAM, AMMAARAH SAEED		133 MAUNEY ST	MURPHY, NC 28906	242139164	Vehicle Sold	2/19/2026	CI82ADVL	TAX	(\$0.76)	\$0.00	(\$0.76)
										(\$0.52)	\$0.00	(\$0.52)
										Refund	\$0.00	\$1.28
ANDREWS TRUSS INC	ANDREWS TRUSS INC		PO BOX 1429	ANDREWS, NC 28901	241732152	Vehicle Sold	2/11/2026	FR8BADVL	TAX	(\$55.69)	\$0.00	(\$55.69)
										(\$4.93)	\$0.00	(\$4.93)
										Refund	\$0.00	\$60.62
BEAVER, KATIE ANNETTE	BEAVER, KATIE ANNETTE		9438 BEAVER DAM RD	MURPHY, NC 28906	241732146	Vehicle Sold	2/11/2026	FR2BADVL	TAX	(\$21.45)	\$0.00	(\$21.45)
										(\$1.33)	\$0.00	(\$1.33)
										Refund	\$0.00	\$22.78
BLEDSE, STEVEN ALDON	BLEDSE, STEVEN ALDON		3365 CAMP CREEK RD	MURPHY, NC 28906	241662984	Vehicle Sold	2/9/2026	FR7BADVL	TAX	(\$94.29)	\$0.00	(\$94.29)
										(\$14.68)	\$0.00	(\$14.68)
										Refund	\$0.00	\$108.97
CAQUETTE, ANN INGRAM	CAQUETTE, ANN INGRAM		563 MOUNTAIN TOP DR	MURPHY, NC 28906	242482688	Vehicle Totalled	2/25/2026	FR5BADVL	TAX	(\$26.15)	\$0.00	(\$26.15)
										(\$2.01)	\$0.00	(\$2.01)
										Refund	\$0.00	\$28.16
COFFEY, MICHAEL DEAN	COFFEY, MICHAEL DEAN		2956 COUNTRY WALK	MURPHY, NC 28906	241662680	Adjustment	2/9/2026	FR56ADVL	TAX	(\$294.63)	\$0.00	(\$294.63)
										(\$23.66)	\$0.00	(\$23.66)
										Refund	\$0.00	\$318.29
EDWARDS, KEVIN RYAN	EDWARDS, KEVIN RYAN		5074 FAIRVIEW RD	ANDREWS, NC 28901	242289700	Vehicle Sold	2/20/2026	FR8BADVL	TAX	(\$10.91)	\$0.00	(\$10.91)
										(\$0.96)	\$0.00	(\$0.96)
										Refund	\$0.00	\$11.87
FLOYD, GRADY MCDONALD	FLOYD, GRADY MCDONALD		136 CANEY BRANCH RD	MURPHY, NC 28906	241663106	Vehicle Totalled	2/9/2026	FR2BADVL	TAX	(\$38.12)	\$0.00	(\$38.12)
										(\$2.37)	\$0.00	(\$2.37)
										Refund	\$0.00	\$40.49
GRIGGS, JANICE ANN	GRIGGS, JANICE ANN	GRIGGS, JOSEPH LYNN	210 GUY ELLER RD	MURPHY, NC 28906	241671126	Vehicle Sold	2/10/2026	FR7BADVL	TAX	(\$155.17)	\$0.00	(\$155.17)
										(\$16.28)	\$0.00	(\$16.28)
										Refund	\$0.00	\$171.45
HANDELONG, JOHN CHARLES	HANDELONG, JOHN CHARLES	HANDELONG, DEBORAH MAE	PO BOX 1685	MURPHY, NC 28906	242661162	Vehicle Sold	2/27/2026	FR5BADVL	TAX	(\$60.29)	\$0.00	(\$60.29)
										(\$4.65)	\$0.00	(\$4.65)
										Refund	\$0.00	\$64.94
HILL, ANGELA MARIE	HILL, ANGELA MARIE		260 RANGER RD	MURPHY, NC 28906	242289612	Vehicle Totalled	2/20/2026	FR5BADVL	TAX	(\$128.21)	\$0.00	(\$128.21)
										(\$9.88)	\$0.00	(\$9.88)
										Refund	\$0.00	\$138.09
HOUFEK, DARNELL WADE	HOUFEK, DARNELL WADE		674 MARRESTOP RD	MURPHY, NC 28906	241670934	Adjustment	2/10/2026	FR3BADVL	TAX	(\$5.86)	\$0.00	(\$5.86)
										(\$0.86)	\$0.00	(\$0.86)
										Refund	\$0.00	\$6.72
HOUFEK, ROBIN SEAL	HOUFEK, ROBIN SEAL		674 MARRESTOP RD	MURPHY, NC 28906	241670936	Mileage	2/10/2026	FR3BADVL	TAX	(\$41.58)	\$0.00	(\$41.58)
										(\$6.14)	\$0.00	(\$6.14)
										Refund	\$0.00	\$47.72

JONES, EDWARD DALTON	JONES, EDWARD DALTON		985 BEAVER CREEK RD	ANDREWS, NC 28901	242383058	Mileage	2/23/2026	IC ADVL FR80ADVL	TAX	(\$24.81)	\$0.00	(\$24.81)
										(\$2.19)	\$0.00	(\$2.19)
												Refund
												\$27.00
LANDRY, DANIEL GARY	LANDRY, DANIEL GARY		1573 KAYDEE LN	THE VILLAGES, FL 34762	241853512	Reg. Out of state	2/13/2026	IC ADVL FR80ADVL	TAX	(\$83.72)	\$0.00	(\$83.72)
										(\$7.41)	\$0.00	(\$7.41)
												Refund
												\$91.13
LANDRY, NANNETTE HAYWOOD	LANDRY, NANNETTE HAYWOOD		1573 KAYDEE LN	THE VILLAGES, FL 34762	241853514	Reg. Out of state	2/13/2026	IC ADVL FR80ADVL	TAX	(\$71.46)	\$0.00	(\$71.46)
										(\$6.32)	\$0.00	(\$6.32)
												Refund
												\$77.78
LLEWELLYN, EVONNE	LLEWELLYN, JONATHAN CHARLES		913 UPPER PEACHTREE RD	MURPHY, NC 28906	241537888	Vehicle Sold	2/6/2026	IC ADVL FR56ADVL	TAX	(\$115.96)	\$0.00	(\$115.96)
										(\$9.31)	\$0.00	(\$9.31)
												Refund
												\$125.27
MCBRIDE, ROBERT KEITH	MCBRIDE, ROBERT KEITH	MCBRIDE, DONNA KAYE	205 WILSHAW CT	MADISONVILLE, MI 37354	241432052	Reg. Out of state	2/4/2026	IC ADVL FR30ADVL	TAX	(\$69.15)	\$0.00	(\$69.15)
										(\$10.20)	\$0.00	(\$10.20)
												Refund
												\$79.35
MOSS, LEVI CHARLES	MOSS, LEVI CHARLES	MOSS, CAROL WALDRTP	195 LJ MOSS LN	MARBLE, NC 28905	241537855	Vehicle Sold	2/6/2026	IC ADVL FR80ADVL	TAX	(\$30.96)	\$0.00	(\$30.96)
										(\$2.74)	\$0.00	(\$2.74)
												Refund
												\$33.70
PARRISH, WALTER FREDERICK	PARRISH, WALTER FREDERICK		138 MISTY MOUNTAIN LN	MURPHY, NC 28906	241732218	Vehicle Sold	2/11/2026	IC ADVL FR45ADVL	TAX	(\$6.37)	\$0.00	(\$6.37)
										(\$0.94)	\$0.00	(\$0.94)
												Refund
												\$7.31
RENNIE, JOHN MICHAEL III	RENNIE, JOHN MICHAEL III	CONROD, KATELYN RAYN	86 PINESVILLE PARK	MURPHY, NC 28906	242209544	Vehicle Totalled	2/20/2026	IC ADVL FR45ADVL	TAX	(\$15.28)	\$0.00	(\$15.28)
										(\$2.25)	\$0.00	(\$2.25)
												Refund
												\$17.53
SMITH, DONNA MARIE	SMITH, DONNA MARIE		1135 HINMASSEE ST	MURPHY, NC 28906	242383056	Adjustment	2/23/2026	IC ADVL CI02ADVL	TAX	(\$15.37)	\$0.00	(\$15.37)
										(\$10.58)	\$0.00	(\$10.58)
												Refund
												\$25.95
SOUTHORTH, ELLIOTT JOHN	SOUTHORTH, ELLIOTT JOHN		1856 FLOYD STALCUP RD	MURPHY, NC 28906	241537654	Vehicle Sold	2/6/2026	IC ADVL FR46ADVL	TAX	(\$37.67)	\$0.00	(\$37.67)
										(\$2.10)	\$0.00	(\$2.10)
												Refund
												\$39.77
												Refund Total
												\$1645.18



Cherokee County Tax Office

75 Peachtree St., Ste. 225

Murphy, NC 28906

Phone 828-837-2421 ext. 2124

March 3, 2026

Board of County Commissioners, Cherokee County

RE: Advertisement of Tax Liens

Dear Commissioners:

Pursuant to North Carolina General Statute 105-369, the Governing Body must order the Tax Collector to advertise delinquent tax liens each year. As of March 3, 2026, the number of delinquent accounts was 2591 and the principal amount of taxes that were delinquent for the Tax Year of 2025 was \$1,332,166.10.

I am requesting that you please sign this request as order to me as Cherokee County Tax Collector. I will be advertising Tax Liens in the April 1st edition of *The Cherokee Scout*.

Respectfully,

Delenna Stiles, NCCTC

North Carolina Certified Tax Collector

North Carolina

Signed this _____ day of March, 2026.

Alan Bryant, Chairperson of the Board

Cherokee County Board of Commissioners



Cherokee County Tax Office

75 Peachtree St., Ste. 225

Murphy, NC 28906

Phone 828-837-2421 ext. 2124

NOTICE OF ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY, CHEROKEE COUNTY

By the authority vested in me, by the North Carolina General Statutes Section 105-369 and pursuant to an order from the Board of County Commissioners of Cherokee County, I am hereby advertising tax liens for the year 2025 upon the real property described in the following:

The real property that is subject to tax liens, the owner of said parcel's as of January 6, 2026 (and any subsequent owners), as well as the amount of due taxes are set as follows:

The amount of advertised tax liens includes interest charges through April 30, 2026. The actual amount of taxes owed by said taxpayer will be increased by all taxes owed for prior years and by all applicable interest, costs and fees. The omission of prior years' taxes, interest, costs, and fees does not constitute any relinquishment of the Cherokee County Tax Collections unit's claim for these items.

If the taxes remain unpaid, the Tax Collector will use any and all collections remedies to pursue the collection of delinquent taxes which include, but are not limited to, bank attachment, levy on personal property, garnishment of wages, rents, debts, attachment of income tax refunds, and/or the foreclosure and sale of the real property. However, this does not apply to current pending federal bankruptcy petitions.

If a property was subdivided after January 1, 2025, and the ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel (as shown in this advertisement) is the amount of the lien on the original parcel as it existed on January 1, 2025 and, is subject to adjustment when the taxes are paid or the lien is foreclosed.

This document prepared on this March 3, 2026.

Delenna Stiles, NCCTC

North Carolina Certified Tax Collector

North Carolina