

**Cherokee County Board of Commissioners**  
**Meeting Agenda**  
**June 29, 2026**  
**5:30 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. Budget and Finance**
  - a) Year-end Budget Revision (Candy is working on this and will have it Monday)
  - b) Adopt FY27 Budget Ordinance (Candy is working on this and will have it Monday)
  - c) Amended Grant Project Ordinance for Medication Assisted Treatment (MAT) Program at Detention Center (\$400,000 – Dogwood Health Trust Grant)
- IX. New Business**
  - a) Approve Bear Paw Service District Board of Directors (This is a formality, due to legislative language.)
  - b) Appointment to Cherokee County Board of Health for R.N. Position (One position and one applicant – Abby Kilpatrick)
  - c) Greg Huskins – Update on Sale Barn at Mountain Folk Center
  - d) Chris Houck of ICGH and Judge Forga – Discuss Grant Opportunity to Fund Adult Drug Court (There is no request for county funding, only support of applying for the Dogwood Foundation Grant and program concept.)
  - e) Update from ICGH and Year Two Spending Plan (This program is funded by Opioid Settlement Funds. This funding proposal is Phase 2 and Year 2 of a 3-year plan. Year 2 program funding - \$656,396.00.)
  - f) David Ott of Parks and Rec – Proposal to Update Playground Equipment to Address Liability Issues (This would require additional county funding, if approved. The Chamber of Commerce is providing \$25,000 in grant funds, leaving a balance of \$20,514.53.)

- g) Cherokee County Transit – Proposed Contract with DSS for Client Transportation Services
- h) Cherokee County Transit – Proposed Contract with IOI for Client Transportation Services
- i) Cherokee County Transit – Proposed Contract with Murphy Rehabilitation for Patient Transportation Services
- j) Cherokee County Transit – Proposed Contract with OpCo LLC d/b/a Valley View Care and Rehabilitation Center
- k) Peachtree VFD - Contract for Fire Protection Services for Brasstown Fire District
- l) Proposed Contract from Valley River Humane Society (Contract Cost: \$250,000 – Disbursed monthly at \$20,833.33/mo.)
- m) Late Property Tax Exemption Application from Wilderness Lake Rd. Association, Inc. (The Tax Assessor cannot accept late exemption/exclusion applications. They must be approved by the board.)
- n) Tax Releases, Tax Refund Report and NCVTS Report
- o) Tax Collection Office - Policy for Penny Shortage
- p) Accept Bid for Real Property Surplus (Surplus property is listed online at Auctions International, Inc. - High bid amount - \$7,500)
- q) Accept Revised Bids for Surplus Transit Vans (The revised bid is due to two vans not having wheelchair lifts, as advertised. The revised bid is \$3,000 less than original bid. Since these vans were purchased with grant funds, we must remit 80% of the sale price to NCDOT. The county's net from the sale of the 3 vans will be \$30,000.)
- r) Commissioner Conley - Resolution Expressing the Will of the People to Protect Public Lands
- s) Commissioner Ledford – Proposed Departmental Productivity & Performance Management Policy
- t) Commissioner Ledford – Discussion Regarding Scheduling Future Meetings with Town Officials of Murphy and Andrews
- u) Proposed New County Seal

**X. County Manager Items**

**XI. Chairman/Commissioner Items**

**XII. Adjourn**

**Grant Project Ordinance**

For the Medical Assisted Treatment Access Grant Project - Amended  
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 grant project ordinance is hereby adopted:

**SECTION 1:** This ordinance is to establish a budget for a project to be funded by the Medical Assisted Treatment Access Grant. These funds provided to the Detention Center may be used for expenses to support the implementation of a Medication Assisted Treatment (MAT) for Opioid Use Disorder program within the detention center.

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

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

Professional Services	\$	201,000
Medication		195,000
Supplies		<u>4,000</u>
Total	\$	<u>400,000</u>

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

Dogwood Health Trust – Medication-Assisted Treatment Access Grant    \$ 400,000

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

**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:** Copies of this grant 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.

**SECTION 8:** This grant project ordinance expires on June 30, 2025, or when all the Dogwood Health Trust – Medication-Assisted Treatment Access Grant funds have been obligated and expended by the county, whichever occurs sooner.

Adopted this 29th day of June, 2026

\_\_\_\_\_  
Chairperson



## **Bear Paw Service District**

60 Village Road, Murphy, North Carolina 28906  
(828) 644-0808 Office

---

May 26, 2026

Randy Wiggins  
Cherokee County Manager  
75 Peachtree Street  
Murphy, North Carolina 28906

Reference: New FY2027 Board Members Submitted for Approval.

Dear Randy:

The Bear Paw Property Owners Association held its annual meeting Saturday, May 23, 2026 at which time directors were elected.

Following the election, the Board voted to **recommend these individuals to the County Commission for consideration for appointment to the FY2027 Bear Paw Service District Board of Directors** in accordance with the enabling legislation passed by the North Carolina legislature regarding the operating guidelines of the Service District.

Present listing of officers is as follows:

Andrea Folkertsma  
575 Lonesome Pine Road  
Murphy, NC 28906

Mike Stubblefield  
40 Smokey View Lane  
Murphy, NC 28906

Juliet Reising  
401 Village Road  
Murphy, NC 28906

Stacey Galloway  
1095 Lonesome Pine Road  
Murphy, NC 28906

David Black  
30 Island Drive  
Murphy, NC 28906

Henry Green  
1682 Village Road  
Murphy, NC 28906

John Stockard  
765 Village Road  
Murphy, NC 28906

In addition, it was agreed the **mil rate will increase to 0.45** due to cost increases experienced by the Service District.

Respectfully,



---

Linda Hughes  
Finance Officer  
Bear Paw Service District



**Cherokee County  
Application for Boards/Commissions/Committees**

Please complete each section

Full Name Ally Hayes Kilpatrick Date of Birth [REDACTED]

Home Address [REDACTED] Marble, NC 28905

Home Phone [REDACTED]

Current Employers Union General Hospital (UGH)

Job Title RN Years in current position 2 years, 9 months

Business Phone: N/A Fax: N/A

E-Mail Address: ahayes98@gmail.com

Duties I work in the Pre-Op, OR, and PACU areas of the Surgical Services department at UGH.

Other employment history Prior to working in the surgical services department at UGH, I worked at Northside Hospital and have held RN positions at additional organizations in Georgia.  
**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. 2

Male \_\_\_\_\_ Female

White  Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian \_\_\_\_\_ Other \_\_\_\_\_

Board/Commission/Committee Applying For (list only one per form) The Board of Health

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: N/A

Why are you interested in serving on this Board/Commission/Committee? Serving on the Cherokee County Board of Health has been a goal of mine for several years.

**DO NOT SUBMIT RESUMES/ATTACHMENTS  
(OVER)**



**Maria Hass**

---

**From:** Darrell Manning  
**Sent:** Tuesday, June 16, 2026 5:01 PM  
**To:** Maria Hass  
**Subject:** County Commissioner meeting

Maria,

Judge Farga and ICGH (Integrated Care Greater Hickory) –Chris Houck- VP of Expansion and Strategic Operations for ICGH-VP of Expansion & Strategic Operations , Cell 828-493-2378  
VP of Expansion & Strategic Operations Cell: 828-493-2378 would like to be put on the county commissioners next meeting for June 29,2026. Chris Houck is going to present the concept of the adult drug court. Judge Farga,ICGH, MAT program, Judge Green and Sheriff Chris Wood are supporting the concept and in the process of applying for a grant with the Dogwood Foundation to fund the concept. It is felt we have a good chance to receive the grant. Obviously, we would need the approval of the county commissioners. We are not asking for budget support. I would be the contact to inform everyone if we can be put on the agenda.

Consideration in this matter is appreciated.

Darrell W. Manning, MS-LCAS-LCFE-NCAAC-CAADC  
Cherokee County Sheriff Office  
MAT (Medication Assisted Treatment Program)  
828-837-2589 X 1434  
Cell 828-317-1060

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail messages that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time. Also, the information contained in this message may be privileged and confidential. We will withhold confidential correspondences that are tagged as "Confidential" from public record requests. If this e-mail contains protected health information or personal identifying information, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, except as permitted by law. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting it from your computer. Thank You

Integrated Care of Greater Hickory, Inc. Cherokee County (Single County)			Phase 1 Year 1	Phase 2 Year 2	Phase 3 Year 3	
<b>I. Personnel</b>			\$142,770.00	\$142,770.00	\$142,770.00	
Clinical Director	.25 FTE	Chris Houck	\$36,250.00	\$36,250.00	\$36,250.00	\$145,000
Project Director	.25 FTE	Jessi Biguenet	\$15,000.00	\$15,000.00	\$15,000.00	\$65,000
Peer Support Specialist/Community Health Worker	1.0 FTE	Misti Killian	\$45,760.00	\$45,760.00	\$45,760.00	start \$22/hr max \$18.50/hr
Peer Support Specialist/Community Health Worker	1.0 FTE	TBD	\$45,760.00	\$45,760.00	\$45,760.00	start \$22/hr max \$18.50/hr
<b>II. Fringe Benefits</b>						
32% for fringe costs			\$45,686.00	\$45,686.00	\$45,686.00	
Clinical Director	.25 FTE	Chris Houck	\$11,600.00	\$11,600.00	\$11,600.00	
Project Director	.25 FTE	Jessi Biguenet	\$4,800.00	\$4,800.00	\$4,800.00	
Peer Support Specialist/Community Health Worker	1.0 FTE	Misti Killian	\$14,643.00	\$14,643.00	\$14,643.00	
Peer Support Specialist/Community Health Worker	1.0 FTE	TBD	\$14,643.00	\$14,643.00	\$14,643.00	YEAR 2 CHANGES
			<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>	
<b>III. Travel</b>			\$5,040.00	\$14,840.00	\$14,840.00	
Mileage reimbursement for mobile access units and pss travel	\$0.7 mile	estimated 14,000 miles per year	\$0.00	\$9,800.00	\$9,800.00	
Mileage reimbursement for PSS/CHW	\$0.7/mile	300 miles/month x (2 PSS) x 12 months	\$5,040.00	\$5,040.00	\$5,040.00	
			<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>	
<b>IV. Equipment</b>			\$0.00	\$153,400.00	\$38,400.00	
Mobile MAT Access Unit	PURCHASE PRICE(\$100,000 Year 2 Only), INSURANCE(\$21,000), MAINTENANCE(\$15000), STORAGE(\$2400)		\$0.00	\$138,400.00	\$38,400.00	
Vinyl wrapping of mobile unit			\$0.00	\$15,000.00	\$0.00	
			<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>	
<b>V. Supplies</b>			\$22,635.00	\$19,800.00	\$19,800.00	
Office supplies(paper, ink, staplers, etc.)		Average \$200.00/month x 2 PSS for 12 months	\$2,400.00	\$4,800.00	\$4,800.00	
Media materials: flyers, handouts, literature, yard signs, branded items, etc.	WE WILL DESIGN AND OUTSOURCE THE PRINTING TO VISTAPRINT OR A LOCAL PRINTER		\$15,000.00	\$15,000.00	\$15,000.00	
Technology for peers(laptops, printers, etc)	\$850/peer x 3		\$2,550.00	\$0.00	\$0.00	
Laptops for Computer Lab	3 laptops x \$850.00		\$2,550.00	\$0.00	\$0.00	
Locks for Laptops	3 locks x \$20.00		\$60.00	\$0.00	\$0.00	
Headsets for laptops	3 headsets x \$25.00		\$75.00	\$0.00	\$0.00	
			<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>	
<b>VI. Contractual</b>			\$161,100.00	\$254,700.00	\$161,100.00	

MAT Bundled services costs: group therapy, ind. therapy, UDS	ICGH will bill most major insurances before using these funds. These are reserved for individuals who are uninsured. ICGH will work with uninsured individuals to get them signed up for Medicaid if they qualify.	est. cost \$750/mo x 12 months x 7 persons	\$63,000.00	\$63,000.00	\$63,000.00
NON-MAT Bundled services costs: group therapy, individual therapy, UDS, provider visits weekly		est cost 425/mo x 12 months x 7 persons	\$35,700.00	\$35,700.00	\$35,700.00
Transitional Housing Program **SEE TABLE B BELOW**	This is for case-by-case placement for individuals from the community to access Recovery Housing OUTSIDE of the County. THIS IS NOT A SET AMOUNT. Funds will only be used when individuals are placed and who remain in housing.	\$300/wk x 52 weeks X 10 persons	\$62,400.00	\$156,000.00	\$62,400.00
IOP Bundle	\$135/session x 3 sessions per week x 52 weeks x 5 persons		\$0.00	\$0.00	\$0.00
			<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>
<b>VII. Other</b>			\$24,600.00	\$25,200.00	\$25,200.00
Office Space	Only Applicable for Brick and Mortar Site	\$2000 (rent, utilities, general liability)/month x 12 months	\$24,000.00	\$24,000.00	\$24,000.00
Peer Support Specialist/ Health Promoter Training 4/year		avg cost of \$400/peer x 2 persons (1 PSS Year 1 and 2 PSS Year 2)	\$400.00	\$800.00	\$800.00
Community Health Worker training		avg cost of \$200/person x 2 persons (1 PSS Year 1 and 2 PSS Year 2)	\$200.00	\$400.00	\$400.00
i.Total Direct Charges (sum of a-h)			\$401,831.00	\$656,396.00	\$447,796.00
k. TOTALS					Grand Total Over 3 Year Period \$1,506,023.00
The services and amenities covered by the weekly rate at Day One's recovery transitional housing program:					
1. Housing: Day One provides a stable and safe place to live. The weekly rate covers the cost of the room and living space.					

<p><b>2. Utilities:</b> Basic utilities such as electricity, water, gas, and heating/cooling are included in the rate. This ensures that residents have access to essential services.</p>				
<p><b>3. Furniture and Appliances:</b> Day One furnishes the living spaces with basic furniture like beds, tables, chairs, and may provide essential appliances like a refrigerator and stove.</p>				
<p><b>4. Counseling and Support Services:</b> Day One offers counseling, case management, and peer support services when not covered by insurance or other funding to help participants transition to more permanent housing and address any underlying issues they may have, such as addiction, mental health, or employment assistance.</p>				
<p><b>5. Security:</b> Safety is a priority at Day One. The cost of security measures, such as locks and video surveillance is included.</p>				
<p><b>6. Meals:</b> Day One provides access to communal kitchen facilities where residents can prepare their own meals.</p>				
<p><b>7. Basic Supplies:</b> The program supplies basic toiletries, linens, and cleaning supplies.</p>				
<p><b>8. Transportation:</b> Recovery-focused transportation assistance or access to public transportation is provided to help residents attend appointments, job interviews, or work when specific funding is not available.</p>				
<p><b>9. Life Skills Training:</b> Day One offers workshops and training to help residents develop essential life skills, such as budgeting, cooking, job searching, and much more.</p>				

<p>10. Community and Recreational Activities: Day One organizes social and recreational activities to promote a sense of community and help participants build positive relationships.</p>			
--	--	--	--

Cherokee County Parks & Recreation

David Ott, CGM

West Playground – replacement of play structure

Inspection – requires small 2-5 year old’s play structure to be removed

Demolition of old structure to be completed by park staff

Site prep for new equipment

Burke SY-3218

Ages 2-5 – 23 kid capacity – 23’x26’ footprint – 5 play events		\$13823.10
Instalation		\$6200.00
Concrete curb	-	\$3822.00
Poured in place surfacing		\$16744.00
Shipping		\$1750.00
	Total	\$42339.10
	Sales tax	\$3175.43
	Sub-total	\$45514.53
	Non-profit donation	\$25000.00
	Balance	\$20514.53

I met with Maria yesterday while you were in with another meeting. I have an update on the west playground revamp I have been working on since the inspection report came back from the Spring inspection with Miriam Powell.

Victoria Ivie has funds that were sent to her for playground surfacing earlier in the year. Victoria came by yesterday and stated she needs to move those funds out of her account before July 1. She will have a check drawn from her account to disperse to Parks and Rec for that amount, approx \$25,000. Victoria also wanted to coordinate a photo op for the presentation of that check.

Please confirm on how those funds would be allocated for its designated purpose.

Also, Victoria has been approached by Buck Bald Distillery that they would like to do a fund raiser for a playground revamp. Their fundraiser will begin June 29th.

I have attached preliminary figures on what the removal of the Gametime structure would cost and its replacement, which are based on quotes I received from Barr Recreation. I am available anytime today or tomorrow to meet with you to discuss, just let me know.

**David J. Ott, CGM**

Cherokee County Parks and Recreation  
Director  
(828) 837-6617 Office  
david.ott@cherokeeconomy-nc.gov



Cherokee County Community Connections  
805 US HWY 64  
Murphy, NC 28906  
828-837-2242  
cccommunityconnections@gmail.com  
EIN: 33-5040695

June 18, 2026

**Konehete Veterans Park Playground Improvement Funding**

Dear Cherokee County Commissioners, Randy Wiggins, and David Ott,

Cherokee County Community Connections, a 501(c)(3) nonprofit, has been actively working to secure both grant funding and private donations to support needed upgrades to the playground at Konehete Veterans Park.

I am pleased to present Cherokee County Government with funds in the amount of \$25,000 to be used toward playground improvements. These funds are designated for the installation of a more accessible and inclusive surface—such as turf, pour-in-place rubber, or another ADA-compliant surface section—at the existing playground located across from the Rock Gym near the Parks and Recreation office and pavilion.

This funding was made possible through a combination of grants and private contributions, with the shared goal of creating a more inclusive play environment for children of all abilities by removing the current rock surface in the play area.

In addition, these funds are intended to help address additional needs at the site, including the replacement of the older front playground structure, which has been identified as hazardous and has failed inspection, or the addition of an inclusive play feature to replace the previously removed dinosaur piece.

The intent of this investment is to improve safety, accessibility, and overall play value for all children in our community.

Thank you for your continued partnership in strengthening our parks and public spaces.

Sincerely,

Victoria Ivie  
Executive Director  
Cherokee County Community Connections



Save 21%



**Bumbling Betsy Fun Bouncer**

\$775.00 ~~\$980.00~~

Save 21%



**Maria Hass**

---

**From:** Jennifer West  
**Sent:** Thursday, June 18, 2026 6:56 AM  
**To:** Maria Hass  
**Cc:** Candy R. Anderson  
**Subject:** DSS-Transit NEMT contract  
**Attachments:** FY27 DSS-Transit Medicaid Contract\_Final.pdf

Maria,

I have attached the DSS NEMT Contract for Board approval on the 29<sup>th</sup>.

DSS Director, Amanda McGee, and I have worked together on the contract. The FY26 rate was \$2.71 per direct mile. The new rate for FY27 is \$5.58 per revenue mile. This rate is charged to and paid by the state. It does not cost the local transit clients nor local tax dollars. It reduces the amount of local dollars used to support the Transit budget.

To determine annual rates, I use the Fully Allocated Cost Model created by the Institute for Transportation Research and Education. NCDOT Integrated Mobility Division instructs Transit Directors to use this model to help us understand our true cost of service. It works on the law of averages. There are a couple of reasons for the increase. One is that our total mileage has decreased. With similar expenses to last year, the decreased mileage increases the average rate per mile. Also, I want to change from billing per direct mile to revenue mile. Surrounding counties use revenue miles, and they are easier to pull from software reports. Revenue miles are split among other passengers on the vehicle at the time of the trip, so there are, again, fewer miles to bill, so they are usually more expensive than direct miles. When we bill revenue miles, we will be billing fewer miles overall, so there is not as much of an increase as it looks like.

Candy- Can you please stamp the contract before we sign our final copies? Thank you!

Have a great day.



*Jennifer West*  
Transportation Director  
40 Peachtree St, Suite 110  
Murphy, NC 28906  
Office Phone : 828-835-4548  
[www.cherokeeconomy-nc.gov/233/Transit](http://www.cherokeeconomy-nc.gov/233/Transit)

**Contract#27-001 Fiscal Year Begins July 01, 2026 & Ends June 30, 2027**

This contract is hereby entered into by and between the **Cherokee County Department of Social Services** (the "County") and **Cherokee County Transit** (the "Carrier") (referred to collectively as the "Parties").

This contract shall be effective on July 01, 2026 and shall terminate on June 30, 2027.

The Carrier shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

The carrier will provide transportation for clients from their door to the requested destination and back to their door. The Carrier will also maintain the following:

- A motor vehicle which meets all North Carolina Division of Motor Vehicles safety requirements,
- Maintain proper liability insurance coverage for individuals, who are to be transported,
- Submit mileage documentation to the County on a monthly basis, and
- Expect timely reimbursement from the County for services rendered.

The carrier will use the provided transportation billing codes on invoices to the County for reimbursement.

The Carrier will meet all safety and liability requirements for its vehicles and employees as specified in Medicaid policy 2910/3550, IX, B.-G. (see attached). The Carrier will also maintain records documenting compliance with all requirements specified in attached policy.

The Carrier will disclose, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

The County will supervise the administration of this Contract, and the Carrier agrees to allow monitoring of records to ensure that all contract requirements are met.

The County will reimburse the Carrier at a rate of **\$5.58** per revenue mile.

The Carrier will report all no-shows on a daily basis and cancellations on a monthly basis.

The Carrier agrees that no more than one quarter of one percent of all trips be missed by the vendor during the course of the contract year.

The Carrier will make every reasonable effort to have a denial rate of 5% or less.

The Carrier will record all beneficiary complaints which deal with matters in the Carrier's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.

The Carrier agrees that no more than 5% of trips will be late for recipient drop-off to their appointment per month, and no trip will ever exceed 12 minutes late for drop off.

The Carrier agrees to provide names of all owners, managers, management entities and subcontractors.

The Carrier will report any changes such as insurance providers, business ownership or management or exclusions from participation in Medicare.

The County will notify DMA Quality Assurance if they take an adverse action against the Carrier for program integrity reasons. Adverse actions include denials and terminations of enrollment or contracts. Program integrity reasons include fraud, integrity, or quality.

## **SAFETY AND RISK MANAGEMENT**

The Carrier will be in compliance with all of the following risk management procedures. These requirements do not apply to recipients/FRPs who seek reimbursement for mileage.

### **Liability Insurance**

Sufficient insurance coverage is necessary to adequately protect the agency and the recipients transported. A guide for minimum coverage shall be the amount required for common carrier-passenger vehicles by the North Carolina Utilities Commission (see <http://www.ncuc.net/ncrules/chapter02.pdf>, Rule 02-36).

#### **1. Commercial Vehicles**

- a. The Carrier shall carry increased liability limits beyond the minimum statutory requirements.
- b. When commercial vehicles (16 passengers or more) are used to provide recipient transportation services, the Carrier shall provide the County a copy of the private contractor's Certificate of Insurance documenting that the DSS Director or designee is an "additional insured." The party identified as an "additional insured" will be notified 30 days in advance of a contractor dropping any coverage.

#### **2. "For Hire" Vehicles**

"For Hire" passenger vehicles are defined as vehicles used for compensation to transport the general public as well as human service recipients and are, therefore, subject to the regulations of the N.C. Public Utilities Commission.

Taxi cabs and **public transportation systems do not fall into this category.**

Transportation vendors licensed as "For Hire" public conveyance operators must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and \$5 million coverage for vehicles designed to transport more than 15 passengers, including the driver.

#### **3. TaxiCabs**

Taxi services must carry at least the minimum liability insurance coverage for their vehicle's particular classification (for minimum liability requirements for passenger vehicles, see <http://www.ncdot.org/dmv/vehicle/title1>).

#### **4. Agency Owned Vehicles**

Agencies that use their own vehicles to provide recipient transportation should carry "Symbol 1," insurance which provides additional protection in the event of a lawsuit over a vehicle accident involving a volunteer or employee.

#### **5. Non-Owned Auto Coverage**

Agencies that do not own vehicles used to provide Medicaid transportation should carry "Symbol 9-Non-Owned Auto Coverage," insurance which protects the agency in the event of a lawsuit over a vehicle accident involving a volunteer, employee or contract transportation vendor.

## **6. Staff and Volunteers**

Staff, agency-approved volunteers who transport recipients for mileage reimbursement must maintain minimum liability insurance coverage for their vehicle's particular classification (for minimum liability requirements for passenger vehicles, see <http://www.ncdot.org/dmv/vehicle/title/>).

### **Licensed Operator**

The Carrier will ensure that all drivers are at least 18 years of age and properly licensed to operate the specific vehicle used to transport recipients.

### **State Inspection**

The Carrier will ensure that all vehicles used to transport recipients (whether owned by the county, county employee, contractor, contractor employees, or volunteers) have valid State registration and State inspection.

### **Alcohol and Drug Testing**

The County shall require both private and public contract transportation vendors to participate in a random alcohol and drug testing program which meets the requirements of the Federal Transit Authority (FTA) (see [http://www.access.gpo.gov/nara/cfr/waisidx\\_09/49cfr655\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/49cfr655_09.html)). The vendors shall be contractually obligated to pay for the alcohol and drug testing program.

### **Background Checks**

The Carrier shall perform a criminal background check on all employed or agency volunteer drivers through the North Carolina Law Enforcement Division or, if not a resident of North Carolina for at least 5 consecutive years, the National Crime Information Center (NCIC) prior to employment or volunteer enlistment and quarterly thereafter. Conviction, guilty plea or plea of no contest to any of the following is grounds for disqualification from employment/volunteer service:

1. Murder,
2. Rape or aggravated sexual abuse,
3. Kidnapping or hostage taking,
4. Assault with intent to kill,
5. A federal crime of terrorism,
6. Unlawful possession, use, sale, distribution, or manufacture of an explosive device,
7. Unlawful possession, use, sale, distribution, or manufacture of a weapon,
8. Elder abuse/exploitation,
9. Child abuse/neglect,
10. Conspiracy to commit any of the above.

### **Driving Records**

The county is required to have a driver screening policy. The driving records of all drivers (see below for exception), including agency employees who transport recipients and contract transportation vendors, shall be reviewed every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.

Applicants for driver positions shall be required to submit a copy of their driving record for the last three years prior to the date of application. Driving records may be obtained from the Department of Motor Vehicles (DMV). Accept the DMV information provided by the applicant unless questionable.

### **Information on ownership and control (42 CFR 455.104)**

1. The Carrier must disclose the following information to the county:
  - a. The name and address of each person (individual or corporation) with an ownership or control interest in the vendor or in any subcontractor in which the vendor has direct or indirect ownership of 5 percent or more. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
  - b. Whether any of the persons named, in compliance with paragraph a. is related to another as spouse, parent, child, or sibling.
  - c. The name of any other NEMT vendor in which an owner of the disclosing vendor has an ownership or control interest.
  - d. The name, address, date of birth, and Social Security Number of any managing employee of the vendor.

2. When the disclosures must be provided.

Disclosure is due at any of the following times:

- a. Prior to the vendor entering into a contractual agreement to provide NEMT services;
- b. Upon the vendor executing the contract to provide NEMT services;
- c. Upon request of the Medicaid agency during the contract renewal process;
- d. Within 35 days after any change in ownership of the vendor.

### **Information related to business transactions (42 CFR 455.105)**

The Carrier shall furnish DMA or HHS, within 35 days of the date on a request, full and complete information related to business transactions about:

1. The ownership of any subcontractor with whom the vendor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
2. Any significant business transactions between the vendor and any wholly owned supplier, or between the vendor and any subcontractor, during the 5-year period ending on the date of the request.

Information on persons convicted of crimes (42 CFR 455.106)

Before the county enters into or renews an NEMT vendor agreement, or at any time upon written request by the county, the Carrier must disclose to the county the identity of any person who:

1. Has ownership or control interest in the vendor, or is an agent or managing employee of the vendor; and
2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or CHIP since the inception of those programs.

This agreement contains the entire understanding to the parties and it may not be altered, amended, or modified except by written statement, executed by each of the parties.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Cherokee County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Cherokee County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Driver's License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

The parties below, by signing, have executed this agreement:

\_\_\_\_\_  
County Manager, Cherokee County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Cherokee County Department of Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Cherokee County Transit

\_\_\_\_\_  
Date



**TRANSPORTATION CONTRACT**

This agreement is entered into July1, 2026 and ends June 30, 2027.

between

Industrial Opportunities, Inc. (**Client**) and Cherokee County Transit (**Carrier**)

1. The **Carrier** will provide transportation for clients from their door to the requested destination. Transportation is subject to force majeure and is based on availability of vehicles, operators, and resources. As such, transportation cannot be guaranteed.
2. The **Carrier** will maintain the following:
  - a. A motor vehicle which meets all North Carolina Division of Motor Vehicles safety requirements
  - b. Maintain proper liability insurance coverage for individuals who are to be transported
  - c. Submit ridership documentation to the **Client** on a monthly basis
  - d. Expect timely reimbursement from the **Client** for services rendered
3. The **Client** will supervise the administration of this Contract.
4. The **Client** will reimburse the Carrier at a rate of \$15.00 per passenger, per day, for in-county transportation.
5. Should a trip be requested and the individual not ride, without 24 hr notice, the **Client** will be billed \$15.00, per occurrence.
6. The **Client** agrees to fully indemnify, forever defend and hold harmless Cherokee County against any and all claims, lawsuits, demands or causes of action in law or equity or administrative actions in any and all state or federal court or administrative proceedings for damage or injury of any kind by Cherokee County, it's employees, contractors or agents. This cause shall not be voided by termination of this agreement.
7. Either party may suspend or terminate this agreement at any time for cause, upon 30 days' notice to the other party.
8. This agreement contains the entire understanding to the parties and it may not be altered, amended or modified except by written statement, executed by each of the parties.

The parties below by signing have executed this agreement.

---

Client / Authorized Representative (Printed Name) Date

---

Carrier/ CCT Director (Printed Name) Date

**Cherokee County Transit**  
**Transportation Agreement**

This agreement is entered into July 1, 2026, and ends June 30, 2027

between

Murphy Rehabilitation, Inc. (**Client**) and Cherokee County Transit (**Carrier**)

1. The **Carrier** will provide transportation for clients from the door of the facility to the door of destination. Transportation is subject to force majeure and is based on availability of vehicles, drivers, and resources. As such, transportation cannot be guaranteed.
2. The **Carrier** will maintain the following:
  - a. A motor vehicle which meets all North Carolina Division of Motor Vehicles safety requirements
  - b. Maintain proper liability insurance coverage for individuals who are to be transported
  - c. Submit ridership documentation to the **Client** on a monthly basis
  - d. Expect timely reimbursement from the **Client** for services rendered
3. The **Carrier** reserves the right to refuse transportation of **Client** passengers where Emergency Services are deemed appropriate.
4. The **Client** will supervise the administration of this Contract.
5. The **Client** will reimburse the Carrier at a rate of **\$5.58/revenue mile**. Revenue miles are calculated by using the distance traveled by the passenger. Miles are shared and divided evenly among others on the vehicle.
6. Should a trip be requested and the individual not ride, without 24 hr notice, the **Client** will be billed \$15.00, per occurrence.
7. Payment for services: **Client** shall pay accruing charges under Paragraphs 5 & 6 herein above on a monthly basis to Cherokee County at 75 Peachtree Street, Murphy, NC 28906 or through wire transfer (and accompanying email notification arranged through the Cherokee County Finance Office. **Client** shall supply a Form W-9 and the name, address, email address, and phone number of Client's contact person regarding all financial matters regarding this contract. **Client** shall provide to **Carrier** all information required in this paragraph within 30 days of the effective date of this contract.
8. The **Client** agrees to fully indemnify, forever defend and hold harmless Cherokee County against any and all claims, lawsuits, demands or causes of action in law or equity or administrative actions in any and all

state or federal court or administrative proceedings for damage or injury of any kind by Cherokee County, its employees, contractors or agents. This cause shall not be voided by termination of this agreement.

9. The **Client** shall provide an appropriate attendant for any passengers that need medical and/or personal care during their transportation at no additional cost from the **Carrier**. The **Client** shall notify the **Carrier** of the need for the attendant when transportation is scheduled. In addition, the **Carrier** reserves the right to insist on a **Client** escort when the **Carrier** deems reasonably necessary and may condition the provision of transportation of **Client** passenger upon the same.
  
10. ADA Policy Statement- It is the policy of Cherokee County Transit to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.
  
11. Title VI Nondiscrimination Policy Statement- It is the policy of Cherokee County Transit, as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, creed (religion), age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.
  
12. Either party may suspend or terminate this agreement at any time for cause, upon 30 days' notice to the other party.
  
13. This agreement contains the entire understanding to the parties and it may not be altered, amended or modified except by written statement, executed by each of the parties.

The parties below by signing have executed this agreement.

---

Client / Authorized Representative                      (Printed Name)                      Date

---

Carrier/ CCT Director                      (Printed Name)                      Date

**Cherokee County Transit**

**TRANSPORTATION AGREEMENT**

This Transportation Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2026 (the “Effective Date”) by and between **551 Kent Street OpCo LLC d/b/a Valley View Care and Rehabilitation Center** (“Client”) and **Cherokee County Transit** (“Carrier”).

**WHEREAS**, Client operates a skilled nursing facility located at 551 Kent Street, Andrews, North Carolina 28901 (“Facility”) and has need for a qualified carrier to furnish transportation services to its residents on an as-needed basis; and

**WHEREAS**, Carrier is a public transportation service, in the State of North Carolina, that provides transportation to local residents; and

**WHEREAS**, Client desires to retain Carrier under the terms of this Agreement to provide transportation services to Client’s residents and Carrier is prepared to provide such services under the terms of this Agreement; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Client agree as follows:

1. Carrier Duties, Obligations, and Rights.

- a. Carrier shall provide transportation for Client’s resident from the door of the Facility to the door of the agreed upon destination. Transportation is subject to force majeure and is based on availability of vehicles, drivers, and resources. As such, transportation cannot be guaranteed.
- b. Carrier shall:
  - Maintain a motor vehicle which meets all North Carolina Division of Motor Vehicles safety requirements
  - Maintain proper liability insurance coverage for individuals who are to be transported in amounts meeting state and federal minimums.
  - Submit ridership documentation to the Client on a monthly basis.
  - Timely submit invoices for reimbursement from the Client for services rendered.
- c. Carrier reserves the right to refuse transportation of a Client resident when emergency services are deemed appropriate.

2. Terms of Payment.

- a. Carrier shall submit invoices to Client and Client shall pay such invoices within thirty (30) days of receipt. Client will not be obligated to pay any invoice submitted by Carrier until Client has received Carrier’s completed W-9 and has verified Carrier’s federal employer identification number with the Internal Revenue Service, nor shall it be obligated to pay any invoices submitted more than thirty (30) days after the date of service. Rates for transportation services provided will be invoices at **\$2.61 per direct mile**. A direct mile is calculated by

using the mileage directly from the origin of the trip to the destination, per leg of the trip (each way).

- b. Client shall pay accruing charges under this Section 2 and 3 herein within thirty (30) days of receipt of invoice, either by check or via ACH wire using the payment and contact information below. Client shall supply: (i) Form W-9 and the name, (ii) address, (iii) email address, and (iv) phone number of Client's contact person regarding all financial matters under this Agreement. Client shall provide Carrier all information required in this paragraph within 30 days of the effective date of this contract.
  - Check: Cherokee County, 75 Peachtree Street, Murphy, NC 28906, Attention: Cherokee County Finance Office
  - ACH Wire Transfer: \_\_\_\_\_
3. Trip Cancellations. Any transportation services requested by Client that are no longer needed must be cancelled by providing Carrier with twenty-four (24) hour advance notice. Should a trip be requested and the Client's resident not ride, without a twenty-four (24) hour cancellation notice, the Client will be billed **\$12.50, per occurrence**.
4. Coordination of Transportation Services. Client shall provide an appropriate attendant for any passengers that need medical and/or personal care during their transportation at no additional cost from the Carrier. The Client shall notify the Carrier of the need for the attendant when transportation is scheduled. In addition, the Carrier reserves the right to insist on a Client escort when the Carrier deems reasonably necessary and may condition the provision of transportation of Client's passenger upon the same.
5. ADA Policy Statement. It is the policy of Carrier to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. Carrier shall provide quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system or Carrier employees will not be condoned or tolerated.
6. Title VI Nondiscrimination Policy Statement- It is the policy of Carrier, as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, creed (religion), age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.
7. Term and Termination. The initial term of the Agreement is one year from the Effective Date and will automatically renew for successive one-year periods unless either party provides to the other written notice of its intent to terminate no less than thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, the Agreement may be terminated or suspended by either party upon thirty (30) days prior written notice to the other party, for any reason or no reason.
8. Notices. Any notice or other communications required or permitted under this Agreement must be in writing and sent by one of the following methods: (a) by a reputable overnight

courier service (charges prepaid); or (b) by certified or registered mail, postage prepaid. Notices shall be deemed delivered on the earlier of (i) the business day actually delivered or (ii) one (1) business day after being sent (in the case of overnight courier) or three (3) business days after being mailed (in the case of certified or registered mail), with a courtesy copy sent by email to [contracts@diaslegal.net](mailto:contracts@diaslegal.net). Any notice not sent in accordance with the requirements of this section shall be void and of no effect. Notices must be sent to the parties at the following addresses:

If to Carrier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If to Client:

551 Kent Street  
Andrews, North Carolina 28901  
Attention: Administrator

With an additional copy to Client:

2 Ravinia Drive  
Suite 1400  
Atlanta, Georgia 30346  
Attention: Legal Department  
Email: [Contracts@diaslegal.net](mailto:Contracts@diaslegal.net)

9. Exclusivity. This is a non-exclusive Agreement. Nothing in this Agreement shall limit the rights of either party to contract with any other party for the same or similar services.
10. Attorney's Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including those incurred in litigating entitlement to or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
11. Confidential Information: HIPAA. Carrier shall not, at any time during the term of this Agreement and thereafter, except with the written consent of Client, disclose any confidential patient information or confidential information relating to Client's operations to any person. Carrier and Client agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and any amendments and implementing regulations ("HIPAA", inclusive of the Privacy, Security Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164), as well as the Health

Information Technology for Economic and Clinical Health Act (“HITECH”, Title XIII of the American Recovery and Reinvestment Act of 2009) and any amendments and implementing regulations, if and to the extent applicable. The parties acknowledge that from time to time, HIPAA or other regulations may require an amendment or modification to the Agreement for compliance purposes, and agree that they will work to promptly effectuate any such required amendment or modification.

12. Federally Funded Health Care Program Compliance. Carrier hereby represents and warrants that neither Carrier nor any of Carrier’s employees or independent contractors providing services under this Agreement currently is, or at any time during the term of this Agreement will be, excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid. Carrier agrees to immediately notify the Client, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including but not limited to Medicare and Medicaid. Carrier shall perform periodic searches of OIG’s List of Excluded Individuals and Entities (at least twice per year) to ensure continued compliance. Carrier agrees that it will reimburse to Client an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Client as a result of the exclusion of Carrier, Carrier’s employees or Carrier’s independent contractors that provide services under this Agreement. Should any evidence reveal that Carrier or any of Carrier’s employees or independent contractors providing services under this Agreement have become excluded or debarred from participation, Client may, in its sole discretion, terminate this Agreement immediately, effective as of the date of such exclusion or debarment.
13. Access to Records. To the extent applicable pursuant to Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, if Carrier provides services under this Agreement the cost or value of which is \$10,000 or more over a 12-month period, then until the expiration of four years after services are furnished pursuant to this Agreement, Carrier shall upon written request make available to the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and all books, documents, and records that are necessary to verify the nature, extent, and costs of the services provided pursuant to this Agreement for which payment may be made under the Medicare program. Carrier shall also ensure that any subcontractor carrying out Carrier’s duties hereunder will permit the same access described above to the subcontract and to any relevant books, documents, and records that are necessary to verify the nature, extent, and costs of the services provided.
14. Entire Agreement. This agreement contains the entire understanding of the parties and it may not be altered, amended or modified except by written statement, executed by each of the parties.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**551 Kent Street OpCo LLC d/b/a Valley  
View Care and Rehabilitation Center**

**Cherokee County Transit**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by the Cherokee County Board of Commissioners on this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

# CONTRACT FOR FIRE PROTECTION SERVICES BRASSTOWN FIRE DISTRICT

NORTH CAROLINA  
CHEROKEE COUNTY

This Contract, made and entered into this 1st day of July, 2026, by and between the County of Cherokee, North Carolina, hereinafter referred to as the "County," and Peachtree Volunteer Fire Department, Inc., hereinafter referred to as the "Department."

## WITNESSETH:

1. **Purpose.** The County hereby designates the Department as the primary provider of fire protection and emergency response services within the Brasstown Fire District effective July 1, 2026.
2. **Services Provided.** The Department agrees to furnish and provide continuing fire protection services, rescue services, emergency medical first responder services, public fire safety education, fire prevention activities, and such other services customarily provided by a volunteer fire department within the Brasstown Fire District.
3. **Mutual Aid.** The Department shall maintain mutual aid agreements with neighboring fire departments and shall participate in mutual aid responses in accordance with applicable agreements and Cherokee County fire service policies.
4. **Compensation.** The County agrees to provide funding to the Department for services rendered under this Contract in accordance with the annual Cherokee County budget and applicable fire tax revenues.
5. **Personnel and Equipment.** The Department shall maintain sufficient personnel, apparatus, equipment, and facilities to provide reasonable fire protection services.
6. **Insurance.** The Department shall maintain liability insurance and workers' compensation coverage as required by law.
7. **Compliance.** The Department shall comply with all applicable federal, state, and local laws.
8. **Term.** This Contract shall commence on July 1, 2026, at 12:00 a.m. and remain in effect until terminated as provided herein.
9. **Termination.** This Contract may be terminated by either party at the end of any fiscal year by providing not less than one hundred eighty (180) days written notice to the other party by certified mail.
10. **Transition of Service.** Upon commencement of this Contract, the Department shall assume primary responsibility for fire protection services within the Brasstown Fire District.
11. **Entire Agreement.** This Contract constitutes the entire agreement between the parties regarding the provision of primary fire protection services within the Brasstown Fire District.
12. **Brasstown Fire District Funding and Service Area.** Effective July 1, 2026, the County designates Peachtree Volunteer Fire Department, Inc. as the primary provider of fire protection services within the Brasstown Fire District. The Department shall be entitled to receive such fire tax revenues and appropriations allocated by Cherokee County for the provision of fire protection services within the district.

13. **Fire Protection Rating.** The Department shall make reasonable efforts to maintain or improve the fire protection capabilities serving the Brasstown Fire District and shall cooperate with Cherokee County and the North Carolina Office of State Fire Marshal in matters relating to ratings and certification requirements.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed on the date first written above.

COUNTY OF CHEROKEE

\_\_\_\_\_  
Cherokee County Manager

PEACHTREE VOLUNTEER FIRE DEPARTMENT, INC.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST: \_\_\_\_\_  
Secretary

**Maria Hass**

---

**From:** Randy Wiggins  
**Sent:** Thursday, May 21, 2026 12:48 PM  
**To:** alanpb74@gmail.com; Ben Adams; Jeana Conley; Mark Stiles (estiles84@gmail.com); Sue Ledford  
**Cc:** Maria Hass; Candy R. Anderson; Don Reynolds  
**Subject:** FY27 Agreement  
**Attachments:** FY27 Agreement.pdf; VRHS Agreement 120125 - executed.pdf  
**Importance:** High

Please see the attached agreement with VRHS. There have been modifications made by VRHS to be more realistic. Their current agreement expires on June 30, 2026. I have attached it as well for your comparison.

Changes are:

Item 1. Added wording "as space is available."

Item 4. Added wording "Evidence canines may be limited to the 5 kennels dedicated to Law Enforcement of Cherokee and Clay Counties."

Item 13. Removed the last sentence that stated "Refusal to accept any canine or feline tendered under this contract shall be a breach and subject this contract to immediate termination and no further payments to VRHS by the county."

We will need to execute a new agreement for FY27 and your last meeting date to do so would be at your regular board meeting scheduled for June 29<sup>th</sup>.

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@cherokeecounty-nc.gov](mailto:randy.wiggins@cherokeecounty-nc.gov)

AGREEMENT FOR ABANDONED ANIMAL & CUSTODIAL SERVICES BY AND BETWEEN THE VALLEY RIVER HUMANE SOCIETY AND CHEROKEE COUNTY, NORTH CAROLINA

THIS CONTRACT AND AGREEMENT is made and entered into between the Valley River Humane Society, Inc., a non-profit corporation established under the laws of the state of North Carolina (hereinafter "VRHS") and Cherokee County, North Carolina, a body politic and political subdivision of the State of North Carolina (hereinafter, "County") and referred to collectively as "parties" for purposes of the agreement contained herein.

WHEREAS, Cherokee County has appointed the Sheriff of Cherokee County as its animal control officer.

WHEREAS, the Cherokee County Health Director possesses duties under state law regarding rabid and vicious animals.

WHEREAS, in the course of execution of the duties of a Health Director, Animal Control Officer, and as law enforcement officers it becomes necessary to seize and provide for the boarding and care of certain animals.

WHEREAS, the laws of the State of North Carolina provide for the ability of a county government to contract with non-profit organizations for services that serve a public purpose.

WHEREAS, VRHS has offered an animal shelter in compliance with the North Carolina Animal Welfare Act and the corresponding regulations of the North Carolina Department of Agriculture including, but not limited to, 02 NCAC 52], et al.

WHEREAS, it serves a necessary public purpose for the citizens of Cherokee County to have a repository for unwanted or abandoned domesticated animals.

WHEREFORE, Cherokee County and the Valley River Humane Society, Inc. enter into this agreement in consideration of the covenants and consideration herein contained and the services to be performed by the parties, the parties hereby contract as follows:

1. Scope of Work: VRHS shall accept all such animals tendered unto to it by the Cherokee County Sheriff's Office, the Cherokee County Health Department or any other department of Cherokee County Government as space is available.
2. Term: This contract shall be effective on July 1, 2026 and terminates at 11:59 p.m. on June 30, 2027.
3. VRHS shall accept from any citizen or resident of Cherokee County any stray or unwanted felines or canines tendered unto VRHS. If VRHS has insufficient capacity or cannot accept immediately from a Cherokee County resident, the following will apply:

- a. The Cherokee County resident will be asked if they will officially foster the feline or canine, and, if willing, VRHS will provide food, medical support, housing and bedding for the animal as needed.
- b. If a Cherokee County resident is unwilling to officially foster the feline or canine, the resident will be asked to keep the animal until VRHS has sufficient space to take the animal. VRHS will provide food, bedding and housing for the animal to the resident if requested. Said animal will be placed on the VRHS wait list and will be contacted to resubmit the animal when space is available at the VRHS facility.
4. VRHS shall maintain sufficient capacity to immediately house felines or canines seized as evidence by law enforcement agencies and animals submitted to VRHS by the Cherokee County Animal Control officer and shall maintain such space as to facilitate quarantined animals as may be ordered by the Cherokee County Health Director. Evidence canines may be limited to the 5 kennels dedicated to Law Enforcement of Cherokee and Clay Counties.
5. VRHS shall fully indemnify and hold harmless the County, the Cherokee County Health Department and the Office of the Cherokee County Sheriff from all claims, demands causes of action and judgments arising from any act, failure to act or negligence of VRHS, its employees, volunteers, contractors or agents. Indemnification of the County, the Health Department and the Office of the Cherokee County Sheriff shall survive the termination or lapse of this contract.
6. The VRHS shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. VRHS and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of VRHS to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. VRHS hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Iran or boycotting Israel, prepared pursuant to NCGS 55 147-86.58 or 147-86.81, nor will VRHS utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the VRHS and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.
7. VRHS shall make provisions and take all necessary actions to modify and improve methods through which animals may be adopted from VRHS.
8. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

9. The Valley River Humane Society (VRHS) will engage an independent Certified Public Accountant (CPA) to perform Agreed-upon Procedures (AUP) over their fiscal year-end financial statements. The procedures are to be mutually agreed upon by VRHS management and the CPA and be designed to evaluate the accuracy of the VRHS financial statements and the effectiveness of internal controls relevant to the safeguarding and reporting of financial information. VRHS shall provide the name of the accounting firm to the Cherokee County Finance Office and shall authorize any needed releases to allow the County to examine any financial documents deemed necessary by the Chief Financial Officer. Any findings of fraud, mismanagement or material misstatements shall be reported to the Cherokee County Finance Officer immediately and shall be grounds for immediate termination of this contract and any payments due thereupon with 24 hours notice by the County to VRHS.
10. VRHS shall submit, upon request of the Cherokee County Chief Financial Officer any and all financial and inventory (inert and living) records as the County deems fit to ensure responsible use of taxpayer funds.
11. VRHS shall maintain all registry and tax returns as required by the Internal Revenue Service and the NC Department of Revenue, including, but not limited to, IRS Form 990 (Return of Organization Exempt from Income Tax). The IRS Form 990 shall be submitted to the Cherokee County Chief Financial Officer upon filing.
12. The county, in consideration of services provided as set forth herein, shall tender unto VRHS the amount of \$20,833.33 to be distributed by the 15th day of each calendar month.
13. Except as otherwise stated herein, either party terminate this contract by giving 30 days' notice to in writing.
14. This contract contains the entirety of the agreement between the parties. All prior proposals, negotiations or discussions are merged herein or intentionally omitted. This Agreement is binding upon, and shall inure to the benefit of the parties themselves, as well as their respective representatives. No other promises or consideration form any part of the parties' agreement.
15. The parties agree that time is of the essence in all elements of this agreement.
16. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
17. This contract is non-assignable by either party. The benefits and duties conferred by this contract shall be conferred only upon the parties to this agreement and no other.
18. This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of North Carolina. Any dispute arising out of this Agreement shall be litigated only in the Superior Court of Cherokee County. Before any litigation is filed, the parties agree to mandatory mediation by a certified mediator to be selected by the Cherokee County Clerk of Superior Court.

19. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

20. No pledge of taxing authority. No deficiency judgment may be rendered against Cherokee County or any agency of Cherokee County in any action for breach of a contractual obligation under this contract. The taxing power of Cherokee County is not pledged directly or indirectly to secure any monies due under this contract, including indemnification.

21. No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Cherokee County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Cherokee County.

22. This Agreement may only be amended by a written document duly executed by both parties.

This the \_\_\_\_ day of \_\_\_\_\_, 2026.

---

Chairman of the Cherokee County Board of Commissioners

ATTEST:

---

Maria Hass, Clerk to the Board

---

Chair of the VRHS Board of Directors

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

---

Candy Anderson, Chief Financial Officer

**Maria Hass**

---

**From:** Teresa Ricks  
**Sent:** Friday, May 29, 2026 5:03 PM  
**To:** Maria Hass  
**Subject:** AV-10 App. Approval Discussion on next Agenda  
**Attachments:** WLRA 2026 AV-10.pdf

Maria,

Can you please include the attached AV-10 application on the agenda for the June 29<sup>th</sup> BOCC meeting? I can't approve late applications, this must go to BOCC. If approved, the taxes will be released. It's for (3) separate lots that now belong to Wilderness Lake Road Association – who are nonprofit. They already have one parcel approved from years prior, but they must make application for each property to qualify.

*Teresa T. Ricks, MPA*  
*Tax Assessor – Cherokee County, NC*  
75 Peachtree Street  
Suite 232  
Murphy, NC 28906  
Phone: 828-835-3296, Option #7  
Fax: 828-835-7013  
[teresa.ricks@cherokee-county-nc.gov](mailto:teresa.ricks@cherokee-county-nc.gov)

APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Cherokee Municipality: \_\_\_\_\_ Application for Tax Year: 2025

Full Name of Owner(s): Wilderness Lake RD association INC

Trade Name of Business: Same

Mailing Address of Owner: 5530 W US 64 HWY MURPHY NC 28906

Phone: 828 837-7322 Cell: 828 361-1548 Email: joan.poseyo@gmail.com

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)

Property ID #: 452500252826 000 Address/Location: Well LOT 1 Wilderness Lake EST.

Property ID #: 452500069153 000 Address/Location: Well LOT 2 Wilderness Lake EST.

Property ID #: 452500161379000 Address/Location: Common area Wilderness Lake EST.

**Non-Deferral Exemptions and Exclusions:** Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8)       | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5            | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)      | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6            | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19) | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6            | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)      | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6            | YMCA, SPCA, VFD, orphanage          |
| <input type="checkbox"/> G.S. 105-275(45)      | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A           | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)      | Charter school property                  | <input checked="" type="checkbox"/> G.S. 105-278.7 | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13       | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8            | Charitable hospital purposes        |
| <input type="checkbox"/> G.S. 105-278.3        | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21              | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4        | Educational purposes (institutional)     | <input type="checkbox"/> Other: _____              |                                     |

**Tax Deferment Programs:** Select the tax deferment program for which this application is made. \*\* These programs will result in the creation of deferred taxes that will become immediately due and payable, with interest, when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statutes carefully. \*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: 2 well lots, 1 common area

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use)

**Affirmation:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): Joan L Poseyo Title: Treasurer Date: 2-18-26

All tenants of a tenancy in common must sign. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

OFFICE USE ONLY: [ ] APPROVED [ ] DENIED BY: \_\_\_\_\_ REASON FOR DENIAL: \_\_\_\_\_

Real Estate Search

Owner Name:  Account #:

Parcel Number:      Tax Year:  Or Show All Tax Years

House #  Unit #  Direction  Street Name  Type  Suffix  Municipality:

Exact Property Address Match  Sort By House Number  Neighborhood:  Subdivision:

Deed Book/Page: / Plat Book / Legal Description:

Display Mailing Address:  Include Retired Parcels  Appeals Only:  Audit:

Search Results

PARCEL #	BUILDINGS	PROPERTY ADDRESS	ACCOUNT #	OWNER NAME	UNIT/TYPE	LEGAL DESCRIPTION	PR CARD	EFFECTIVE DATE TO	TAX YEAR
<i>★</i> <u>452500069153000</u>	0	WILDERNESS LAKE CIR	<u>51512</u>	WILDERNESS LAKE ROAD ASSOCIATION INC 85 WILDERNESS LAKE DR MURPHY, NC 28906-1789	0.0900/AC	WELL LOT 2 WILDERNESS LAKE EST P/O 626/132	<u>CARD</u>		2026
<i>★</i> <u>452500161379000</u>	0	WILDERNESS LAKE CIR	<u>51512</u>	WILDERNESS LAKE ROAD ASSOCIATION INC 85 WILDERNESS LAKE DR MURPHY, NC 28906-1789	0.3400/AC	COMMON AREA WILDERNESS LAKE EST P/O 626/132	<u>CARD</u>		2026
<i>★</i> <u>452500162480000</u>	0	WILDERNESS LAKE CIR	<u>51512</u>	WILDERNESS LAKE ROAD ASSOCIATION INC 85 WILDERNESS LAKE DR MURPHY, NC 28906-1789	0.4000/AC	LOT 4 STOVER SUB 6297/34 1096/482	<u>CARD</u>		2026
<i>★</i> <u>452500252826000</u>	0	WILDERNESS LAKE DR	<u>51512</u>	WILDERNESS LAKE ROAD ASSOCIATION INC 85 WILDERNESS LAKE DR MURPHY, NC 28906-1789	0.0100/AC	WELL LOT 1 WILDERNESS LAKE EST P/O 626/132	<u>CARD</u>		2026

First Previous 1 Next Last

[Go To Top](#) [Job Status](#) [Query Builder](#) [My Preferences](#)

From Bergeron

Must update application

Version: 1.0.339.28064

Call 202-494-1111  
Richard Daley = President  
828-494-4947

**CHEROKEE COUNTY TAX COLLECTOR  
REQUESTS FOR RELEASE**

5/9/26-6/19/2026 FINANCE APPROVED				
Taxpayer Name	Year	Bill#	Tax Amt	Reason
BARNETT JAMES JOSHUA	2025	7772	20.98	1996 SYLVAN 24' AND MERCURY 40 HP SOLD OUT OF STATE IN 2024
STARKS, ARNOLD FRANK	2025	8955	27.13	1973 CHEVY HAS NO ENGINE AND IS FALLING APART
BLAKE REALTY	2024	3078	6.71	THE BUSINESS DISSOLVED IN 2021
BLAKE REALTY	2025	27964	6.71	THE BUSINESS DISSOLVED IN 2021
DESTEFAN, RICHARD	2025	39001	85.00	RICHARD DESTEFAN PASSED IN MARCH 2024
J MCDONALD ELECTRIC	2024	17343	36.85	THE BUSINESS WAS DISSOLVED WITH THE SECRETARY OF STATE IN MARCH 2023
J MCDONALD ELECTRIC	2025	17767	36.85	THE BUSINESS WAS DISSOLVED WITH THE SECRETARY OF STATE IN MARCH 2023
EVERYTHING CONSTRUCTION, LLC	2024	10796	12.60	THE BUSINESS WAS DISSOLVED WITH THE SECRETARY OF STATE 2023
EVERYTHING CONSTRUCTION, LLC	2025	1986	12.60	THE BUSINESS WAS DISSOLVED WITH THE SECRETARY OF STATE 2023
FRANK ASHE RENTAL	2024	11793	12.99	THE PROPERTY CHANGED OWNERS IN 2023
FRANK ASHE RENTAL	2025	36532	12.99	THE PROPERTY CHANGED OWNERS IN 2023
MAID IN THE MOUNTAIN, ANNA GUTHRIE	2024	21721	81.22	THE BUSINESS WAS DISSOLVED IN 2017 WITH THE SECRETARY OF STATE
MAID IN THE MOUNTAIN, ANNA GUTHRIE	2025	8673	21.22	THE BUSINESS WAS DISSOLVED IN 2017 WITH THE SECRETARY OF STATE
BEAVER, DAKOTA	2025	18691	16.05	1996 SYLVAN 20' & MOTOR SOLD PRIOR TO 2025
ADAMOVICH, HANSEN BATTS	2024	220	5.12	1985 WATERBUG BOATS BW PLASTIC 14' & EVINRUDE 25 HP SOLD IN 2023
ADAMOVICH, HANSEN BATTS	2025	17452	4.38	1985 WATERBUG BOATS BW PLASTIC 14' & EVINRUDE 25 HP SOLD IN 2023
CARTER, KOBE TYLER	2025	35152	73.11	2023 SEADOO 0066PFOO 11' SOLD IN 2024
KELLEY, WILLIAM J & W	2025	18474	7.09	2003 EXXIS LIVESTOCK TRAILER WAS SOLD TO MEADOWS TOWN RANCH IN APRIL 2024
GUNTER JOSHUA LEON	2025	568	4.38	1987 CHAMPION 18' SOLD IN 2024
ADAMS, SANDRA	2025	38867	92.85	THE MOBILE HOME WAS MOVED TO ACCT 55389 ON 2022, AND THIS ACCOUNT WAS NOT CLOSED
ADAMS, SANDRA	2024	356	93.12	THE MOBILE HOME WAS MOVED TO ACCT 55389 ON 2022, AND THIS ACCOUNT WAS NOT CLOSED
ADAMS, SANDRA	2023	326	83.39	THE MOBILE HOME WAS MOVED TO ACCT 55389 ON 2022, AND THIS ACCOUNT WAS NOT CLOSED
<b>TOTAL FINANCE RELEASES</b>			<b>753.34</b>	

5/9/26-6/19/2026 NEEDING APPROVAL BOCC				
Taxpayer Name	Year	Bill#	Tax Amt	Reason
FIRST BAPTIST CHURCH OF ANDREWS, NC	2025	32721	1076.16	THIS IS A CHURCH PARSONAGE, APPROVED ON AV-10=TAX EXEMPT
TOLLISON, DESTINIE	2025	40923	103.25	DESTINIE NEVER OWNED THE MH, SHE ONLY RENTED IT
FARMERS EQUIPMENT & TOOL RENTAL	2024	11019	1,624.05	THE BUSINESS CHANGED OWNERS AT THE ENDO OF 2023. BOBBY LEDFORD, LLC OWNS THE BUSINESS AS OF 2024
FARMERS EQUIPMENT & TOOL RENTAL	2025	20121	1,624.05	THE BUSINESS CHANGED OWNERS AT THE ENDO OF 2023. BOBBY LEDFORD, LLC OWNS THE BUSINESS AS OF 2024
KAMPERT ZACHARYY AUSTIN	2023	39951	218.62	2020 RABALO R180W 115 HP WAS BOUGHT AND SOLD IN 2022 RELEASE 2023
<b>TOTAL BOARD RELEASES</b>			<b>5894.39</b>	

RUN DATE: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

**PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:**

TRANSACTION DATE RANGE: 05/09/2026 12:00:00 AM - 06/19/2026 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: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
47978 BEAVERS ALICIA MARIE 69 PILGRIM LN MURPHY, NC 28906-8344	2025-31257	RP: 448903319632000	Check	55.05	TAMMY	5/20/2026 3:34:56 PM
GARNISHMENT GT INDEPENDENCE REFUND RECIPIENT:						
62613 BENTON BRITTANY T TREMBLEY & H/ BENTON WILLIAM ANTHONY 98 E CHURCH ST GREER, SC 29651-2532	2025-18620	RP: 451300873625000	Web	38.21	HUGO	6/8/2026 2:51:40 PM
PREPAY REFUND RECIPIENT:						
770090079843 CABLE REX & W/ CABLE GERTRUDE C/O CABLE REX CHARLES JR PO BOX 2693 ANDREWS, NC 28901	2023-4590	RP: 564500719908000	Web	5.21	InvoiceCloud	5/30/2026 9:52:43 AM
REFUND RECIPIENT:						
770080079843 CABLE REX & W/ CABLE GERTRUDE C/O CABLE REX CHARLES JR PO BOX 2693 ANDREWS, NC 28901	2024-4845	RP: 564500719908000	Web	16.53	InvoiceCloud	5/30/2026 9:52:43 AM
REFUND RECIPIENT:						
39412 COWAN DAVID E & W/ COWAN KELLY M PO BOX 579 MURPHY, NC 28906	2025-2611	RP: 459218404845000	Check	744.50	HUGO	5/27/2026 9:17:21 AM
RELEASED PORTION WHICH GENERATED REFUND REFUND RECIPIENT:						
202550026100 GODFREY MASON BAILEY 689 BRYSON RD	2025-500261	PERSONAL PROPERTY	Check	136.50	DELENNA	5/27/2026 12:04:16 PM

RUN DATE: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
MURPHY, NC 28906-5597		CHEROKEE CO REFUND CK 268186 REFUND RECIPIENT:				
330030007450 LEDFORD PAUL LESTER & LEDFORD BOBBY M 47 WHITE OAK DR	2025-4855	RP: 441900394227000	Check	38.80	ALYSSA	6/22/2026 3:56:00 PM
MURPHY, NC 28906-7669		GARN BARGAIN BARN INC CK 963763 LEDFORD LESTER REFUND RECIPIENT: LESTER LEDFORD				
330030007450 LEDFORD PAUL LESTER & LEDFORD BOBBY M 47 WHITE OAK DR	2025-4855	RP: 441900394227000	Check	22.64	ALYSSA	5/29/2026 8:34:23 AM
MURPHY, NC 28906-7689		GARN BARGAIN BARN INC CK 963860 REFUND RECIPIENT: PAUL LESTER LEDFORD				
52783 MARTIN ROBERT L & W/ SHAMP LISA 521 OWASSA RD	2025-13811	RP: 451500921062000	Check	419.43	TAMMY	5/27/2026 3:57:40 PM ** VOIDED **
MURPHY, NC 28906		GARNISHMENT SURBURBAN PROPANE OVER PAID REFUND RECIPIENT:				
63021 MCRAE CONTRACTING LLC 111 BRITTAIN DR	2025-5013	RP: 499216738525000	Check	7962.38	DELENA	5/27/2026 12:05:13 PM
MURPHY, NC 28906-9073		CHEROKEE CO REFUND CK # 268183 REFUND TO JEFF MCRAE REFUND RECIPIENT:				
33509 OLIVER VIRGINIA PO BOX 454	2025-12988	RP: 459318316305000	Check	45.11	TAMMY	6/15/2026 3:51:56 PM
MURPHY, NC 28906		GARNISHMENT HARRAHS CASINO ACCT ALREADY PAID REFUND RECIPIENT:				

RUN DATE: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
52007 PATTERSON CINDY ELLEN & H/ BARTLETT GARY LEE PO BOX 2396  ANDREWS, NC 28901-2396	2025-21882	RP: 553604905379000	Check	11.17	TAMMY	5/20/2026 3:38:43 PM
		GARNISHMENT IOI ACCT ALREADY PD IN FULL REFUND RECIPIENT:				
9000005154 SHOOKS SMALL ENGINE REPAIR SHOOK CHARLES D 148 REECE RD  BRASSTOWN, NC 28902	2014-29944	PERSONAL PROPERTY	EFT	110.02	HUGO	5/21/2026 8:17:49 AM
		NC D REFUND RECIPIENT:				
440045088670 SMITH MICHAEL D & STACY  5 ASHLEY LN  MURPHY, NC 28906-3283	2025-36918	PERSONAL PROPERTY	Check	193.34	TAMMY	5/14/2026 2:28:52 PM
		GARNISHMENT MACON COUNTY REFUND RECIPIENT: MICHAEL SMITH 5 ASHLEY LANE MURPHY, NC 28906				
62071 WILSON CHRISTOPHER MATTHEW  1143 MISSION RD  MURPHY, NC 28906-3782	2025-34831	PERSONAL PROPERTY	Check	84.95	TAMMY	6/16/2026 3:07:26 PM
		BANK ATTACHMENT TRUSIT REFUND RECIPIENT:				
62071 WILSON CHRISTOPHER MATTHEW  1143 MISSION RD  MURPHY, NC 28906-3782	2025-34831	PERSONAL PROPERTY	Check	30.66	ALYSSA	6/9/2026 2:37:54 PM
		BA FIRST CITIZENS BANK CK 0775260 REFUND RECIPIENT:				
202350094800 WRIGHT ALVIN TIMOTHY  531 ROBBINSVILLE RD	2023-500549	PERSONAL PROPERTY	Check	76.96	DELENNNA	5/19/2026 12:05:06 PM

RUN DATE: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
ANDREWS, NC 28901		BANK ATTACHED FIRST CITIZENS BANK REFUND RECIPIENT:			
TOTAL REFUNDS PRINTED:	9,988.46	(Count: 16)			
TOTAL VOID REFUNDS:	-419.43	(Count: 1)			
TOTAL:	9,569.03				

RUN DATE: 6/22/2026 11:11 AM

CHEROKEE COUNTY REFUND REPORT  
REFUNDS 5\_9\_26-6\_19\_26

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 5/9/2026 - 6/19/2026

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
BERLINSKI, MARK DAVID	BERLINSKI, MARK DAVID		944 WILDCAT DR	MURPHY, NC 28906	247716720	Vehicle Sold	5/20/2026	C ADVL FR46ADVL	TAX	(\$7.27)	\$0.00		(\$7.27)
										(\$0.40)	\$0.00		(\$0.40)
													<b>Refund</b>
													\$7.67
COLLINS, GLENN ANTHONY	COLLINS, GLENN ANTHONY	COLLINS, ANDREA JEAN	154 MOUNTAIN VISTA RD	MURPHY, NC 28906	246614472	Vehicle Sold	5/1/2026	C ADVL FR44ADVL	TAX	(\$46.39)	\$0.00		(\$46.39)
										(\$7.53)	\$0.00		(\$7.53)
													<b>Refund</b>
													\$53.92
CONRAN, JILL MARIE	CONRAN, JILL MARIE		487 BROWN SCHOOL GAP RD	MURPHY, NC 28906	248064714	Vehicle Sold	5/26/2026	C ADVL FR71ADVL	TAX	(\$17.69)	\$0.00		(\$17.69)
										(\$2.75)	\$0.00		(\$2.75)
													<b>Refund</b>
													\$20.44
EJK, MELANIE ANN	EJK, MELANIE ANN	PIERSON, DAWN MARIE	PO BOX 203	CULBERSON, NC 28903	247628486	Vehicle Sold	5/18/2026	C ADVL FR50ADVL	TAX	(\$8.41)	\$0.00		(\$8.41)
										(\$0.65)	\$0.00		(\$0.65)
													<b>Refund</b>
													\$9.06
GEORGOPOULOS, JOHN	GEORGOPOULOS, JOHN		11177 N ORACLE RD # 4302	ORO VALLEY, AZ 85737	246890856	Reg. Out of state	5/5/2026	C ADVL FR70ADVL	TAX	(\$50.40)	\$0.00		(\$50.40)
										(\$5.29)	\$0.00		(\$5.29)
													<b>Refund</b>
													\$55.69
GROUETTE, DONALD PHILIP	GROUETTE, DONALD PHILIP		80 ED GRAVES RD	MURPHY, NC 28906	247255738	Adjustment	5/12/2026	C ADVL FR40ADVL	TAX	(\$143.35)	\$0.00		(\$143.35)
										(\$13.86)	\$0.00		(\$13.86)
													<b>Refund</b>
													\$157.21
HOOTEN, ROBERT ONREE	HOOTEN, ROBERT ONREE	HOOTEN, CYNTHIA JOYCE	135 HICKORY WOODS TRL	MURPHY, NC 28906	247098112	Vehicle Sold	5/8/2026	C ADVL FR50ADVL	TAX	(\$101.91)	\$0.00		(\$101.91)
										(\$7.85)	\$0.00		(\$7.85)
													<b>Refund</b>
													\$109.76
KEBA, GARY JOSEPH	KEBA, GARY JOSEPH		185 HOLLOW DR	MURPHY, NC 28906	247640628	Vehicle Sold	5/19/2026	C ADVL FR50ADVL	TAX	(\$2.53)	\$0.00		(\$2.53)
										(\$0.19)	\$0.00		(\$0.19)
													<b>Refund</b>
													\$2.72
KILPATRICK, RICHARD GLENN	KILPATRICK, RICHARD GLENN	KILPATRICK, LORRAINE ELLER	405 HILLTOP RD	MURPHY, NC 28906	246967342	Vehicle Sold	5/6/2026	C ADVL FR50ADVL	TAX	(\$39.02)	\$0.00		(\$39.02)
										(\$3.01)	\$0.00		(\$3.01)
													<b>Refund</b>
													\$42.03
LIDEN, LINDSEY MULHERON	LIDEN, LINDSEY MULHERON		1250 TOBE STALCUP RD	MURPHY, NC 28906	247098088	Adjustment	5/8/2026	C ADVL FR46ADVL	TAX	(\$139.08)	\$0.00		(\$139.08)
										(\$7.75)	\$0.00		(\$7.75)
													<b>Refund</b>
													\$146.83
LILLIE, KURT ERICK	LILLIE, KURT ERICK		25 WILDERNESS LN	MARBLE, NC 28905	247098094	Vehicle Sold	5/8/2026	C ADVL FR00ADVL	TAX	(\$55.13)	\$0.00		(\$55.13)
										(\$4.88)	\$0.00		(\$4.88)
													<b>Refund</b>
													\$60.01
LOUGHNEY, TIMOTHY JAMES	LOUGHNEY, TIMOTHY JAMES	LOUGHNEY, VICTORIA IRENE	1614 DOCKERY CREEK RD	MURPHY, NC 28906	247255978	Vehicle Totalled	5/12/2026	C ADVL FR40ADVL	TAX	(\$31.76)	\$0.00		(\$31.76)
										(\$3.07)	\$0.00		(\$3.07)
													<b>Refund</b>
													\$34.83

PADRON, JOSEPH R	PADRON, JOSEPH R	PADRON, KATHLEEN COUTURE	30 EDDENFIELD LN	RICHMOND HILL, GA 31324	247325932	Vehicle Sold	5/13/2026	C ADVL FR42ADVL	TAX	(\$85.15)	\$0.00	(\$85.15)	
									TAX	(\$5.72)	\$0.00	(\$5.72)	
												<b>Refund</b>	
													<b>\$90.87</b>
PARKS, MARVIN DARYL	PARKS, MARVIN DARYL	PARKS, KAREN KAE	574 CARSON LN	MURPHY, NC 28906	247792070	Vehicle Sold	5/21/2026	C ADVL FR56ADVL	TAX	(\$62.63)	\$0.00	(\$62.63)	
									TAX	(\$5.03)	\$0.00	(\$5.03)	
												<b>Refund</b>	
													<b>\$67.66</b>
SIMMONS, ELTA LENEA	SIMMONS, ELTA LENEA		185 WILD BLUEBERRY WAY	MURPHY, NC 28906	247256040	Vehicle Sold	5/12/2026	C ADVL FR45ADVL	TAX	(\$25.37)	\$0.00	(\$25.37)	
									TAX	(\$3.74)	\$0.00	(\$3.74)	
												<b>Refund</b>	
													<b>\$29.11</b>
SIMS, CLARENCE EARL	SIMS, CLARENCE EARL	SIMS, DIANE MARIE	61 LOVERS LEAP EST	MURPHY, NC 28906	248083190	Vehicle Sold	5/27/2026	C ADVL FR44ADVL	TAX	(\$83.69)	\$0.00	(\$83.69)	
									TAX	(\$13.58)	\$0.00	(\$13.58)	
												<b>Refund</b>	
													<b>\$97.27</b>
SOHMER, WILLIAM KARL	SOHMER, WILLIAM KARL		444 GLEN LOUDERMILK RD	MURPHY, NC 28906	247248822	Vehicle Sold	5/11/2026	C ADVL FR56ADVL	TAX	(\$47.98)	\$0.00	(\$47.98)	
									TAX	(\$3.86)	\$0.00	(\$3.86)	
												<b>Refund</b>	
													<b>\$51.84</b>
SPAIN, LAURA ANNE	SPAIN, LAURA ANNE		PO BOX 613	MURPHY, NC 28906	246881440	Vehicle Totalled	5/4/2026	C ADVL FR70ADVL	TAX	(\$79.73)	\$0.00	(\$79.73)	
									TAX	(\$12.41)	\$0.00	(\$12.41)	
												<b>Refund</b>	
													<b>\$92.14</b>
STEVENSON, ERIC DANIEL	STEVENSON, ERIC DANIEL		517 County Hwy 112	Gloversville, NY 12078	247248846	Vehicle Sold	5/11/2026	C ADVL FR50ADVL	TAX	(\$32.43)	\$0.00	(\$32.43)	
									TAX	(\$2.50)	\$0.00	(\$2.50)	
												<b>Refund</b>	
													<b>\$34.93</b>
STOVALL, BARBARA JANE	STOVALL, BARBARA JANE		2785 COOK BRIDGE RD	MURPHY, NC 28906	248065068	Vehicle Sold	5/26/2026	C ADVL FR50ADVL	TAX	(\$8.44)	\$0.00	(\$8.44)	
									TAX	(\$0.65)	\$0.00	(\$0.65)	
												<b>Refund</b>	
													<b>\$9.09</b>
STRAUT, JEFFREY ARTHUR	STRAUT, JEFFREY ARTHUR		30 RACING DEER DR	MURPHY, NC 28906	247035876	Vehicle Sold	5/7/2026	C ADVL FR50ADVL	TAX	(\$171.11)	\$0.00	(\$171.11)	
									TAX	(\$13.18)	\$0.00	(\$13.18)	
												<b>Refund</b>	
													<b>\$184.29</b>
TAYLOR, KEITH ALLEN	TAYLOR, KEITH ALLEN		60 SMOKEYVIEW LN	MURPHY, NC 28906	370336299	Vehicle Sold	5/5/2026	C ADVL CI03ADVL FR70ADVL	TAX	(\$187.44)	\$0.00	(\$187.44)	
									TAX	(\$122.91)	\$0.00	(\$122.91)	
												<b>Refund</b>	
													<b>\$29.19</b>
TEESATESKIE, CRUZ DAKOTA	TEESATESKIE, CRUZ DAKOTA		PO BOX 332	MURPHY, NC 28906	247868720	Vehicle Sold	5/22/2026	C ADVL CI02ADVL	TAX	(\$2.54)	\$0.00	(\$2.54)	
									TAX	(\$1.75)	\$0.00	(\$1.75)	
												<b>Refund</b>	
													<b>\$4.29</b>
THOMPSON, JENNIFER STALCUP	HOGSED, JENNIFER STALCUP	HOGSED, TIMOTHY RYAN	757 BARNETT RD	MURPHY, NC 28906	247326364	Vehicle Sold	5/13/2026	C ADVL FR45ADVL	TAX	(\$63.73)	\$0.00	(\$63.73)	
									TAX	(\$9.40)	\$0.00	(\$9.40)	
												<b>Refund</b>	
													<b>\$73.13</b>
THOMPSON, TREVOR DAVID	THOMPSON, TREVOR DAVID		757 BARNETT RD	MURPHY, NC 28906	247326370	Vehicle Sold	5/13/2026	C ADVL FR45ADVL	TAX	(\$46.57)	\$0.00	(\$46.57)	
									TAX	(\$6.87)	\$0.00	(\$6.87)	
												<b>Refund</b>	
													<b>\$53.44</b>
WALDROUP, MITCHELL TREVOR	WALDROUP, MITCHELL TREVOR		PO BOX 1442	ANDREWS, NC 28901	248284900	Vehicle Sold	5/29/2026	C ADVL FR80ADVL	TAX	(\$301.56)	\$0.00	(\$301.56)	
									TAX	(\$26.69)	\$0.00	(\$26.69)	
												<b>Refund</b>	
													<b>\$328.25</b>
WATKINS, AMANDA LYNN	WATKINS, AMANDA LYNN		PO BOX 113	MARBLE, NC 28905	247035760	Vehicle Sold	5/7/2026	C ADVL FR46ADVL	TAX	(\$155.78)	(\$7.78)	(\$163.56)	
									TAX	(\$8.68)	(\$0.44)	(\$9.12)	
												<b>Refund</b>	
													<b>\$172.68</b>
WHEELUS, ERNIE LEE	WHEELUS, ERNIE LEE		281 HILLSIDE LN	ANDREWS, NC 28901	247035936	Vehicle Sold	5/7/2026	C ADVL FR80ADVL	TAX	(\$87.89)	\$0.00	(\$87.89)	
									TAX	(\$7.78)	\$0.00	(\$7.78)	
												<b>Refund</b>	
													<b>\$95.67</b>

WOOTEN,  
MARIANNE  
KNEECE

WOOTEN,  
MARIANNE  
KNEECE

523 BAUSKETT EDGEFIELD, SC 247255910  
ST 29824

Reg . Out  
of state

5/12/2026 FR55ADVL

C ADVL

TAX  
TAX

(\$20.87)  
(\$1.85)

\$0.00  
\$0.00

(\$20.87)  
(\$1.85)

Refund  
Refund Total

\$22.72  
\$2447.09



## CHEROKEE COUNTY

75 Peachtree Street  
Murphy, NC 28906  
828-837-5527

### County Administration

*Randy Wiggins, County Manager*  
*Maria Hass, Asst. County Manager/Clerk to Board*  
*Candy R. Anderson, CPA, Chief Financial Officer*  
*Delenna Michelle, CTC, Certified Tax Collector*

### Board of Commissioners

*Alan Bryant, Chairman*  
*Ben Adams, Vice-Chairman*  
*Dr. Jeana Conley, Member*  
*Dr. Sue Lynn Ledford, Member*  
*Mark Stiles, Member*

## Policy for Penny Shortage

### Cherokee County Tax Collections Office

Effective as of July 1, 2026

The purpose of this policy is to establish standardized procedures for handling cash transactions during periods of national or local coin shortages, specifically shortages of pennies. This ensures consistency, accuracy in collection, and fairness to taxpayers.

This policy is applicable to all employees at the Cherokee County Tax Office who are responsible for accepting payments, issuing change, and reconciling cash drawers.

Due to ongoing disruptions in coin circulation, the U.S. Mint has reported intermittent shortages of pennies. Financial institutions may limit access to rolled coins, affecting the Tax Office's ability to provide exact change during in-person transactions.

When penny inventory is insufficient to make exact change, the Tax Office may round the change due to the nearest \$0.05 according to the following rules-

- Amounts ending in \$0.01 or \$0.02 will be rounded to \$0.00
- Amounts ending in \$0.03 or \$0.04 will be rounded to \$0.05
- Amounts ending in \$0.06 or \$0.07 will be rounded down to \$0.05
- Amounts ending in \$0.08 or \$0.09 will be rounded up to \$0.10

Rounding applies only to change given, not to the tax amount owed.

To reduce the impact of coin shortages, taxpayers will be encouraged to use the following options

- |                             |   |
|-----------------------------|---|
| *Checks                     | *Debit/Credit Card (with applicable fees disclosed) |
| *Money Orders               | *Online payments through the county website         |
| *Exact change when possible | *Automatic Payments through their bank              |



## CHEROKEE COUNTY

75 Peachtree Street  
Murphy, NC 28906  
828-837-5527

---

The Tax Office will display signs at all payment windows indicating that there is a penny shortage, which is affecting the availability of exact change. Staff members must clearly communicate this issue to taxpayers before completing any transactions.

- Staff must monitor their coin supply and notify a supervisor when coins reach critically low levels.
- Cash drawers must reflect accurate amounts after rounding adjustments.

#### (Internal Controls)

- Supervisor will review cash drawer reconciliations daily to ensure compliance.
- Any discrepancies related to rounding must be documented and reported.
- Rounding adjustments must not be used to offset or conceal overages or shortages.

This policy will remain in effect until the coin shortage is resolved or until new guidance is issued by the Tax Collector (Chief Financial Officer, or governing body in the absence of the Tax Collector). This policy should be reviewed annually.

This policy is issued under the authority of the Cherokee County Tax Collections Office in accordance with county financial procedures, N.C.G.S. §105-350, and related financial management responsibilities.

## North Carolina Real Estate Auction Sales Result Report

**County / Agency:** Cherokee County, NC

**Auction Date:** 6-5-26

**Auction Number / Parcel ID:** 47252

### Property Information

**Property Address:** Highlander Ridge Trail: Lot 36

**Tax Parcel ID (Optional):**

### Successful Bidder Information

**Bidder Name:** Robert Stanzoni

**Mailing Address:** 6670 State Rt 52, Lake Huntington, NC. 12752

**Email Address:** c21secretary@optonline.net

**Telephone Number:** 631-561-8390

### Sale Information

**Final Sale Price / High Bid Amount:** \$7,500.00

### Auction Fee Calculation

**Auction Fee Percentage Charged:** 7.5 %

**Calculated Auction Fee Amount:** \$8,062.50

**Amount Due to Auctions International, Inc.**

**TOTAL AMOUNT DUE:** \$562.50

### Notes / Comments

**Prepared By:** John Miller

**Date Prepared:** 6-5-26

**From:** John Miller  
**To:** Tania Firebaugh  
**Subject:** Re: WOW!!! Auctions closed at \$96k  
**Date:** Wednesday, June 24, 2026 2:11:00 PM

### 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](mailto:phishing@cherokeeconomy-nc.gov)**

A discrepancy was found in the listings, where all were listed as having wheelchair lifts, when only lot 2 was equipped this way. The bidder was notified and agreed to the following amounts.

Lot 1- 2019 Ford Transit, No Lift- \$29,000.00      $\Rightarrow$  org. bid \$32,000 - 3,000 =  
Lot 2- 2020 Ford Transit, with lift- \$28,900.00  
Lot 3- 2020 Ford Transit, No Lift- \$32,100.00      $=$  org. bid \$35,100 - 3,000

This represents a \$3000 deduction from the original bid for lots 1 and 3.

[Get Outlook for Android](#)

We keep the 1st \$5,000 from each vehicle, & then we have to send 80% of the remaining sell price back to NC DOT.

Lot 1 = 29,000 - 5,000 = \$24,000  
24,000 (80%) = \$19,200

Lot 2 = 28,900 - 5,000 = \$23,900  
23,900 (80%) = \$19,120

Lot 3 = 32,100 - 5,000 = \$27,100  
27,100 (80%) = \$21,680

So we would net \$30,000 for all three vehicles.

828-837-2130 EXT 1812  
[tania.firebaugh@cherokeeconomy-nc.gov](mailto:tania.firebaugh@cherokeeconomy-nc.gov)

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

**“RESOLUTION EXPRESSING THE WILL OF THE PEOPLE OF CHEROKEE COUNTY TO  
PROTECT PUBLIC LANDS”**

WHEREAS, the people of Cherokee County, North Carolina value the protection and preservation of our county’s natural resources, including our forests, waterways, and mountain ecosystems, as essential to public health, recreation, and the economic and cultural well-being of our community.

WHEREAS, the water quality of our streams, rivers, and lakes remains exceptionally high largely due to the extensive National Forest protection that safeguards these watersheds from erosion, pollution, and sedimentation.

WHEREAS, the steep slopes of the surrounding mountain terrain are inherently unstable and unsuitable for development, and any such disturbance poses a serious risk of runoff, landslides, and long-term water quality degradation.

WHEREAS, the unspoiled forest scenery and rural landscapes of this county are vital not only to residents’ quality of life but also to the county’s identity, tourism appeal, and economic sustainability.

WHEREAS, these public lands provide critical recreational access for the citizens of this county and the state, including hunting, hiking, camping, and other outdoor activities that would be limited or lost through private development.

WHEREAS, Cherokee Lake and the Hiwassee Reservoir represent irreplaceable public assets, known for record-setting fish and among the few remaining areas that provide bank fishing opportunities for residents and visitors alike.

WHEREAS, residential development of rural or forested lands often costs more in public services—including fire protection, law enforcement, road maintenance, and emergency medical services—than it generates in new property tax revenue, thereby creating an additional financial burden on existing taxpayers.

WHEREAS, the current infrastructure in these areas, including transportation, utilities, and emergency response capacity, is inadequate to support significant new development or tourist influx.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHEROKEE COUNTY, NORTH CAROLINA,  
BOARD OF COMMISSIONERS:**

Section 1. That the County Commission prioritize conservation, water protection, and sustainable public recreation over commercial or residential expansion.

Section 2. That the County Commission affirm their commitment to the stewardship of our natural heritage, ensuring that our lands, waters, and forests remain protected for future generations.

Section 3. That the public be fully informed and involved in any future proposals affecting our shared natural resources.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026

---

Alan Bryant, Chairman

---

Ben Adams, Vice-Chairman

---

Mark Stiles, Commissioner

---

Dr. Jeana Conley, Commissioner

---

Dr. Sue Lynn Ledford, Commissioner

**ATTEST:**

---

Maria Hass, Clerk to the Board

## Cherokee County Departmental Productivity & Performance Management Policy

### Cherokee County Government

#### Policy Title: Departmental Productivity & Performance Management

Policy Number: [To be assigned]

Effective Date: [Insert Date]

Approved By: Cherokee County Board of Commissioners

Supersedes: New Policy

Applies To: All County Departments and Offices

#### I. Purpose

This policy establishes a standardized countywide system for measuring departmental productivity, evaluating service outcomes, and ensuring accountable, efficient, and transparent operations. The goal is to align departmental performance with Cherokee County's strategic priorities and continuous improvement initiatives.

#### II. Policy Statement

All County Departments shall develop measurable annual goals, track performance through required Key Performance Indicators (KPIs), and submit consistent quarterly and annual performance reports. Departmental data will be used to strengthen service delivery, inform budget decisions, and improve transparency.

#### III. Definitions

**Key Performance Indicators (KPIs):** Quantifiable measures that evaluate service delivery and outcomes.

**Output Measures:** Indicators showing the volume of work performed.

**Outcome Measures:** Indicators reflecting the impact of services on the community.

**Efficiency Measures:** Indicators showing cost-effectiveness and processing speed.

**Quality & Compliance Measures:** Indicators reflecting accuracy and adherence to standards.

**Workforce Measures:** Indicators related to staffing stability and capacity.

## Cherokee County Departmental Productivity & Performance Management Policy

### IV. Requirements

#### A. Annual Department Goals

Each department shall submit 3–5 measurable goals annually that support the County Strategic Plan.

#### B. Key Performance Indicators

Departments must track KPIs in Output, Outcome, Efficiency, Quality & Compliance, and Workforce categories.

Each KPI must include a numeric or benchmark-based target.

#### C. Reporting Requirements

Quarterly Reports must include: KPI dashboard, progress summary, barriers, and corrective actions.

Annual Reports must include: year-over-year trends, achievements, improvements, and resource needs.

### V. Continuous Improvement

Departments shall use a continuous improvement process to evaluate data, identify inefficiencies, and implement improvements.

### VI. Accountability & Transparency

Department Heads are responsible for implementing this policy. The County Manager will review performance quarterly.

### VII. Review Schedule

This policy shall be reviewed every two years by the County Manager's Office.

**Maria Hass**

---

**From:** Sue Ledford  
**Sent:** Friday, June 19, 2026 2:37 PM  
**To:** Ben Adams; alanpb74@gmail.com; mark.stiles@cherokeecounty-nc.gov; Jeana Conley  
**Cc:** Randy Wiggins; Maria Hass  
**Subject:** Schedule proposal with Town Councils and Mayors

Hello BOC friends,

I would like to propose that we add an item for discussion regarding a meeting schedule with Town Councils and Mayors.

I have talked with a few and so far, the thought has been, twice a year with Town Councils and Mayors individually (Andrews and Murphy) and then one annual meeting with both.

Of course I welcome other ideas about this?

Often if we don't get it on the schedule early it is hard to find the right time for all.

We should also reach out the School Superintendent and Board to determine how best to schedule times for joint meetings with them. Frequency? Location? etc.?

Dr. Sue Lynn Ledford  
Cherokee County Commissioner  
District Four  
75 Peachtree Street  
Murphy, NC 28906  
sue.ledford@cherokeecounty-nc.gov

The scanned photo is darker than actual seal image.

