### Cherokee County Board of Commissioners Meeting Agenda November 17, 2025 6:30 P.M.

- I. Call to Order by Chairman
- II. Invocation
- III. Pledge
- **IV. Ethics Statement** "Members of the Cherokee County Board of Commissioners are reminded and advised of their duties under state law and the Cherokee County Code of Ethics Resolution, as such may pertain of their personal actions and actions of the board".
- V. Modification of Agenda
- VI. Agenda Adoption
- VII. Public Hearing on Road Names
  - Open
  - Comments
  - Close
- VIII. Adopt Road Names
  - IX. Public Comment Period
  - **X.** Meeting Minutes 10-20-2025
  - XI. Budget and Finance
    - a) Cherokee County Schools Request for Use of Sales Tax in the Amount of \$54,211.55 for Boiler Repairs at Andrews Middle School, Murphy Elementary School, and Hiwassee Dam School.
    - b) <u>Budget Revision for Use of Contingency in the Amount of \$7,626 to Equip and Outfit an Animal Control Vehicle</u> (This is the Explorer purchased from Graham County Animal Refuge.)
    - c) <u>Budget Revision for Use of Contingency in the Amount of \$36,000 to Upgrade the Fingerprint</u>

      Machine at the Detention Center
    - d) <u>Budget Revision for Use of Contingency in the Amount of \$11,550, and Sale of Asset Proceeds in the Amount of \$16,500 to Purchase a New Ambulance</u> (Funds were budgeted for a remount, but they would like to purchase a new one, instead. Explanation attached to revision.)
    - e) Budget Revision for Revaluation Contract (must approve funds before approving contract)
    - f) Vincent Valuations Contract for 2028 Reappraisal
    - g) Valley River Humane Society Funding

### XII. New Business

- a) Phil Pressley Request for use of Mountain Folk Center for Farm Bureau Youth Ag Day on April 17, 2026
- **b)** Board Resolution for Revaluation Cycle
- c) EBCI Contract for EMS Services
- d) Robin Caldwell Request for Use of Rescue Funds in the Amount of \$13,368.68 to Purchase a Second Drone for Emergency Management (Balance of rescue funds as of 10/28/2025 was \$84,553.)
- e) Sam Davis Request for Use of Rescue Funds in the Amount of \$2,000 to purchase Hi-Vis shirts for the Search and Rescue Team
- f) Sam Davis Emergency Management Request to Apply for Two Grants
  - 1) Hazard Mitigation Grant to Purchase Three On-Site Back-Up Generators (One back-up generator would be owned by, and placed at, WKRK tower site, one at WKRK Studio, and one at WCNG/WCVP tower site. There is a 25% required match for this grant. Each entity would pay for their portion of the match. The county would have no match.)
  - 2) NC Community Foundation Grant for Three Separate \$25,000 Projects (The grant is awarded in \$25,000 blocks. See project notes below from EM.)
  - <u>- Project 1</u> is two GMRS repeaters installed on existing tower site in Cherokee County. We would prefer the repeaters installed at Fain Mountain, because we have an active lease on a portion of that tower. One of those repeaters would be open source, for public use, in case of widespread cellular disruption. The second repeater would be a closed source, not for public, backup system for emergency communications for any and all agencies that needed it. Project 1 is also equipment necessary to open County run Emergency Shelter/Shelters. That equipment is Portable light sources, Portable Power stations (battery not gas) Extension cords, Mobile device charging stations, mobile Starlink and radios necessary for shelter staff to communicate with Emergency Services and other agencies. Project 1 total is \$25,000 or less.
  - <u>- Project 2</u> is 15 more VIPER handheld radios for cache. It will include radios, bank charger (charge multiple radios at once) and weatherproof case. Project 2 total is \$25,000 or less.
  - <u>- Project 3</u> is equipment necessary to build and equip a mobile command trailer. Equipment will include gas generator/inverter, Radios and necessary equipment, IT equipment, Monitors, Scene lighting, Trailer tires, brakes, bearings, and other trailer maintenance. Cherokee County already owns the trailer and it is currently not in use. Project 3 total is \$25,000 or less.
- **g)** <u>Debris Removal Cooperative MOA Between N.C. Emergency Management and Cherokee County</u>
- h) Tax Releases, Tax Refunds, and NCVTS Refund Report
- i) Resolution to Sell Surplus Property (1.04 acres, Lot 36 at Angel Mountain Estate)

- **j)** Paul Worley, Tri-County Community College Request For 15-20 Loads of Fill Dirt from Industrial Site in Support of The TCCC Work Force Housing Project
- k) Commissioner Adams Discussion of Support for a Turn Lane on Valley River Avenue at MES
- XIII. County Manager Items
- XIV. Chairman/Commissioner Items
- **XV.** Closed Session Pursuant to 143-318.11 (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.
- XVI. Open Session
- XVII. Adjourn

### NOTICE OF PUBLIC HEARING FOR ROAD NAMES

Pursuant to N.C.G.S. 153A-239.1 and the Cherokee County 911 Addressing Ordinance, the Cherokee County Board of Commissioners will hold a public hearing on Monday, November 17, 2025 at 6:30 p.m. at the Cherokee County Courthouse, Room 342, to consider adoption of the following proposed road names: Big Blue Mountain; Cobb Creek Point; Emry Lane; Eri Way; Forest Glen Road; Henrys Field; Mossy Pass Trail; Sams Way; Sparks Road; Trinity View Court.

Notices have been posted at each respective location. For questions, please contact Bobby Barton at (828) 837-6730, ext. 1877. Any person wishing to comment on the proposed road names should attend the public hearing, or submit comments to <a href="mailto:bobby.barton@cherokeecounty-nc.gov">bobby.barton@cherokeecounty-nc.gov</a>, no later than 4:00 p.m. on Monday, November 17, 2025.

### Cherokee County Board of Commissioners Meeting Minutes October 20, 2025 6:30 P.M.

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

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

Time: 6:30 p.m.

Location: Cherokee County Courthouse, Room 342.

Call to Order by Chairman

Invocation

**Pledge** 

### **Ethics Statement**

The ethics statement was read by the Clerk to the Board.

### **Agenda Adoption**

Motion made by Commissioner C. Stiles and seconded by Commissioner Bryant to adopt the agenda, as presented. Motion passed unanimously.

### **Public Comment Period**

There was one public comment. A young man spoke in support of his grandmother, who was recently involved in a delinquent tax foreclosure.

### **Meeting Minutes**

Motion made by Commissioner Adams and seconded by Commissioner Bryant to approve the minutes of July 29<sup>th</sup>, August 18<sup>th</sup>, and September 15<sup>th</sup>. Motion passed unanimously.

### **Budget and Finance**

Motion made by Commissioner M. Stiles and seconded by Commissioner Adams to approve the revised contract/budget between Cherokee County and Integrated Care of Greater Hickory to reflect the current IRS mileage rate. Motion passed unanimously.

Motion made by Commissioner Bryant and seconded by Commissioner C. Stiles to approve a Grant Project Ordinance for the Opioid Settlement Program. Motion passed unanimously.

Motion made by Commissioner M. Stiles and seconded by Commissioner Bryant to approve a budget revision for Use of McKinsey Opioid Settlement Funds. Motion passed unanimously.

Motion made by Commissioner Adams and seconded by Commissioner C. Stiles to award the bid for the Airport's Rotating Beacon and Obstruction Lights Replacement Project to the lowest bidder, R.G. Tenney Electric, Inc. Motion passed unanimously.

Note: The low bid was \$439,100.

Motion made by Commissioner Adams and seconded by Commissioner Bryant to approve a budget revision in the amount of \$12,668 for additional county match for the Airport's Rotating Beacon and Obstruction Lights Replacement Project. Motion passed unanimously.

Motion made by Commissioner Adams and seconded by Commissioner M. Stiles to approve a budget revision for use of contingency in the amount of \$36,258 for required additional funding to N.C. Forest Service, and to approve the revised contract reflecting the adjusted funding. Motion passed unanimously.

Motion made by Commissioner Bryant and seconded by Commissioner C. Stiles to approve a budget revision in the amount of \$9,515 for the purchase of new Fixed Asset Software. Motion passed unanimously.

Motion made by Commissioner Adams and seconded by Commissioner M. Stiles to approve a Food Service Agreement for the Head Start Program. Motion passed unanimously.

Note: The agreement will save the county. 15 per meal, for an annual cost-savings of \$14,000.

### **New Business**

Motion made by Commissioner G. Stiles and seconded by Commissioner Bryant to approve a request by DSS Director, Amanda McGee, to reclassify five social work positions. Motion passed unanimously.

Shelly Foreman and Capt. David Williams came before the board to speak about a co-response pilot program the sheriff's office is participating in

Darren Watkins, of Wolf Creek VFD, came before the board to ask the county to donate and deed the fire department and community center property to Wolf Creek VFD for future growth and improvements, as they work to lower their ISO rating. Motion made by Commissioner Adams and seconded by Chairman Eichenbaum to donate and deed the hothouse property to Wolf Creek VFD, with the following stipulations: 1) The property shall remain available for a polling location for Cherokee County elections; and 2) In the event the land shall ever cease to be used as a fire department, for fire and rescue purposes, the property deed shall automatically revert in fee simple, to Cherokee County. Motion passed unanimously.

Steve Forrister, Chairman of the Culberson VFD, came before the board to ask the county to donate and deed the fire department and community center property to Culberson VFD for future growth and improvements. Motion made by Commissioner Adams and seconded by Chairman Eichenbaum to donate and deed the property to Culberson VFD, with the following stipulations:

1) The property shall remain available as a polling location for Cherokee County elections; and

2) In the event the land shall ever cease to be used as a fire department, for fire and rescue

purposes, the property deed shall automatically revert in fee simple, to Cherokee County. Motion passed unanimously.

Motion made by Commissioner C. Stiles and seconded by Chairman Eichenbaum to re-appoint Deborah Albert to the Nantahala Regional Library Board for another six-year term, and to appoint Anna James as a new appointment to the Nantahala Regional Library Board for a six-year term. Both terms will expire June 30, 2031. Motion passed unanimously.

Motion made by Commissioner M. Stiles and second by Commissioner Bryant to appoint Tammy Stewart to the Cherokee County Jury Commission to serve out the remaining two-year appointment, expiring June 30, 2027. Motion passed unanimously.

Motion made by Commissioner C. Stiles and seconded by Commissioner Bryant to appoint Dr. Verle Thompson to the Cherokee County Board of Health for a three-year term, to serve in the Licensed Dentist position. Motion passed unanimously.

Motion made by Commissioner Bryant and seconded by Commissioner Adams to appoint Tammy Godfrey as Deputy Tax Collector. Motion passed unanimously.

Motion made by Commissioner C. Stiles and seconded by Commissioner Bryant to approve the Tax Releases Report, Tax Refund Report, and NCVTS Refund Report, as submitted. Motion passed unanimously.

Motion made by Commissioner Adams and seconded by Commissioner m. Stiles to approve the 2025 Insolvent Tax Releases, as submitted. Motion passed unanimously.

Motion made by Commissioner C. Stiles and seconded by Commissioner Bryant to approve the Mountain Youth Livestock Market Licensing Agreement, as presented by the county attorney. Motion passed 4-1. Voting in favor of the Motion was Commissioners C. Stiles, Bryant, M. Stiles and Eichenbaum. Voting against the Motion was Commissioner Adams, who felt like the committee should have control over all scheduling of the property.

Motion made by Commissioner C. Stiles and seconded by Commissioner Adams to declare Lot 36, Angel Mountain Estates in Shoal Creek, as surplus property, and to place a minimum bid of \$12,000 on the property. Motion passed unanimously.

Motion made by Commissioner Bryant and seconded by Commissioner M. Stiles to approve a resolution to declare a 2019 Chevrolet Silverado K3500 ambulance as surplus property. Motion passed unanimously.

Motion made by Chairman Eichenbaum and seconded by Commissioner M. Stiles to deed a 50' x 50' parcel, adjacent to the health department, to the Town of Murphy for the town's sewer lift station relocation project. Motion passed unanimously.

Motion made by Commissioner M. Stiles and seconded by Commissioner Adams to select Vincent Valuations to conduct the county's 2028 real property revaluation, and to include a full list and measure. Motion passed unanimously.

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





### **CHEROKEE COUNTY**

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

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

### **Board of Commissioners**

Dan Eichenbaum, Chairman Cal Stiles, Vice Chairman Ben Adams Alan Bryant Mark Stiles

### BUDGET REVISION

11/17/2025

(DECREASE) INCREASE

1010000-39993 1095911-46342 School Designated FB \*\*\*(See Balance Below)
Article 40 42 Sales Tax Expense

83,483.00 83,483.00

\*\*\* School Restrd/Des Article 40/42 Bal (as of 11/10/25) 7,193,904.00
Less: Requested Expenses (83,483.00)
New School Restricted/Designated Fund Balance 7,110,421.00

Use of Restricted/Designated Article 40/42 School Capital Sales Tax Fund Balance for various capital expenditures (see detail attached).

Chairperson 11/17/2025



November 6, 2025

Ms. Candy Anderson, Finance Officer Cherokee County 75 Peachtree Street Murphy, NC 28906

Re: Use of 1/2 Cent Sales Tax Funds

Dear Ms. Anderson,

The Board of Education, at its November 6, 2025 meeting, approved a budget amendment to use ½ cent sales tax funds in the amount of \$83,483.00 as follows pending approval of the Commissioners:

1.	Bolton – Boiler Rear Section replacement: AMS & MES	\$43,571.00
	Bolton - Rear Gasket replacement: HDS	\$10,642.00
	Trane - SOI HVAC Distribution Manifold replacement:	\$3,225.00
	Bateman Trucking - HS Pavement repair:	\$6,206.00
	SHI/Cisco Systems – MHS PA System:	\$19,839.00

Please add these items to the agenda for consideration of approval at the next Commissioners Meeting.

Thank you,

Shannon D. Raper

Board Chair

Cherokee County Board of Education

From: Higdon, John < john.higdon@cherokee.k12.nc.us>

Sent: Tuesday, October 28, 2025 3:17 PM

To: Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>; Candy R. Anderson

<candy.anderson@cherokeecounty-nc.gov>

Cc: Keevin Woody < keevin.woody@cherokee.k12.nc.us >; Stephanie Hass

<stephanie.hass@cherokee.k12.nc.us>; Shawn Johnson <shawn.johnson@cherokee.k12.nc.us>

Subject: Use of Sales Tax Approval Request for School HVAC Boiler Repairs

### **CAUTION: External Sender**

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### Forward suspicious emails to phishing@cherokeecounty-nc.gov

### Randy,

During the recent cleaning and inspection of School Heating Boilers, the Andrews Middle School and the Murphy Elementary School Boilers were found to have leaking rear boiler sections. (Leak in the lower left hand corner inside the firebox of each school's rear boiler section) Also, the Hiwassee Dam Boiler was in need of a rear gasket replacement in one of the boiler sections.

Bolton has one of these rear sections in stock in Asheville and they have located another to complete the repairs. I asked them to hold the one on hand.

Would you ask commissioners to consider approving me the go ahead for pre-approval and encumbrance of sales tax in the amount of \$54,211.55 to move forward with securing these rear boiler sections and scheduling the boiler repairs?

Below are the repair costs from Bolton in Asheville.

Andrews Middle School \$20,233.70 Murphy Elementary School 23,336.70 Hiwassee Dam School \$10,641.15

John Higdon Cherokee County Schools Assistant Superintendent

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### **CHEROKEE COUNTY**

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

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

### BUDGET REVISION

11/17/2025

(DECREASE) INCREASE

1099800-48880 Contingency 1094311-45000

Capital Assets > \$5000

(7,626.00) 7,626.00

Use of contingency to equip and outfit Explorer purchased from Graham County Animal Refuge. Vehicle purchase was approved by the Board on 9/15/25.

Chairperson

11/17/2025

### Western Carolina Comm Systems, Inc.

Post Office Box 488 Sylva, NC 28779

Voice: 828-586-0611 Fax: 828-586-0451



Page:

Cherokee Co. Sheriffs Department Attn: Accounts Payable 577 Regal Street Murphy, NC 28906

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Customer ID	Good Thru	Payment Terms	Sales Rep
CHERCSD	11/8/25	Net 15 Days	JSR

Quantity	Description	Unit Price	Amount
	2016 FORD PIU		
1.00	KENWOOD, VHF ( 136-174 MHz ), 50 WATTS NXDN	1,053.41	1,053.41
	CONVENTIONAL/ TYPE-C TRUNKING.		
1.00	KENWOOD, LICENSE KEY FOR DMR TIER II CONVENTIONAL.	57.78	57.78
1.00	ANTENNA COAXIAL RF LINE KIT (BLACK)	35.45	35.45
1.00	MALE CRIMP CONNECTOR PL259 # 11904	4.83	4.83
1.00	PCTEL 152-162 HMz 1/4 WAVE, TITANIUM GRAY	20.85	20.85
1.00	FEDERAL SIGNAL COMBO PACKAGE WITH	2,455.00	2,455.00
	PATHFINDER(PF200) ,AND ILS VISOR LIGHT WITH FLOOD		
	FEATURE, RUMBLER (RBKIT2-COMPACT), & ES100 AND		
	SPEAKER BRACKET.		
1.00	FEDERAL SIGNAL FSJOIN ON SIGNALMASTER 8 HEAD	1,020.25	1,020.25
	FLASHING MODULES WITH 8 HEAD DIRECTIONAL LIGHTING.		
	BRACKETS SOLD SEPARATELY. DUAL COLOR.		
1.00	FEDERAL SIGNAL, MOUNTING BRACKETS FOR LATITUDE, (	47.04	47.04
	LONG ).		
2.00	FEDERAL SIGNAL MICROPULSE ULTRA 6 FSJOIN, DUAL	144.43	288.86
	COLOR, CLEAR LENS.12 -LED. BLUE/WHITE		
2.00	FEDERAL SIGNAL MICROPULSE ULTRA GENERIC L BRACKET.	13.91	27.82
1.00	HAVIS 18" ENCLOSED UNIVERSAL CONSOLE	344.95	344.95
1.00	HAVIS UNIVERSAL MOUNTING BRACKET KIT INCLUDES (2)	51.99	51.99
	C-B1		
2.00	HAVIS SHIELD MIC CLIP BRACKET	15.75	31.50
1.00	HAVIS CONSOLE BRACKET FOR FEDERAL SIGNAL		
	PATHFINDER SIREN		
	the control of 60% both	Subtotal	Continued
Il invoices totalin	g \$ 1,000.00 or more will be subject to a payment schedule of 60% before delivery of equipment to WCCS and the remaining 20% on completic	Sales Tax	Continued
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delivery to customer. Thank you for your business.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continue

Authorized Signature	Printed Name	Date

### Western Carolina Comm Systems, Inc.

Post Office Box 488 Sylva, NC 28779

WCCS POMILINICATIONS STSTEE

# QUOTATION

Quote Number: 8401 Quote Date: Oct 9, 2025

Page: 2

Voice: 828-586-0611 Fax: 828-586-0451

Quoted To:

Cherokee Co. Sheriffs Department Attn: Accounts Payable 577 Regal Street Murphy, NC 28906

CustomerID	Good Thru	Payment Terms	Sales Rep
CHERCSD	11/8/25	Net 15 Days	JSR

1.00 HAVIS, 1 PIECE EQUIPMENT MOUNTING BRACKET FOR NX-5000 SERIES RADIO - NON-REMOTE & REMOTE STD HEAD. 1.00 HAVIS, CONSOLE MOUNTED, 2 CUP SELF ADJUSTING 4". 55.13 55.13 1.00 2" PLATE WITH 2-VCD OUTLETS 42.60 42.60 1.00 HAVIS, FLIP ARM REST. 169.32 169.32 1.00 FILLER PLATES TO FILL REST OF CONSOLE 1.00 INSTALLATION KIT, VEHICLE. INCLUDES TIMER FOR 263.52 263.52 EQUIPMENT SHUTDOWN 1.00 LABOR 1,470.00 1,470.00 1.00 ESTIMATED SHIPPING 185.00 185.00	Quantity	Description •	Unit Price	Amount
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1.00   2" PLATE WITH 2-VCD OUTLETS   42.60   42.60   1.00   1.00   HAVIS, FLIP ARM REST.   169.32   169.32   1.00   FILLER PLATES TO FILL REST OF CONSOLE   1.00   INSTALLATION KIT, VEHICLE. INCLUDES TIMER FOR   263.52   263.52   EQUIPMENT SHUTDOWN   1,470.00   1,4		NX-5000 SERIES RADIO - NON-REMOTE & REMOTE STD HEAD.		
1.00 HAVIS, FLIP ARM REST. 169.32 169.32 1.00 FILLER PLATES TO FILL REST OF CONSOLE 1.00 INSTALLATION KIT, VEHICLE. INCLUDES TIMER FOR 263.52 EQUIPMENT SHUTDOWN 1.00 LABOR 1,470.00	1.00	HAVIS, CONSOLE MOUNTED, 2 CUP SELF ADJUSTING 4".	55.13	55.13
1.00 FILLER PLATES TO FILL REST OF CONSOLE 1.00 INSTALLATION KIT, VEHICLE. INCLUDES TIMER FOR 263.52 EQUIPMENT SHUTDOWN 1.00 LABOR 1,470.00	1.00	2" PLATE WITH 2-VCD OUTLETS	42.60	42.60
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EQUIPMENT SHUTDOWN 1.00 LABOR 1,470.00 1,470.00	1.00	FILLER PLATES TO FILL REST OF CONSOLE		
1.00 LABOR 1,470.00 1,470.00	1.00	INSTALLATION KIT, VEHICLE. INCLUDES TIMER FOR	263.52	263.52
		EQUIPMENT SHUTDOWN		+
1.00 ESTIMATED SHIPPING 185.00 185.00	1.00	LABOR	1,470.00	1,470.00
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All invoices totaling \$ 1,000.00 or more will be subject to a payment schedule of 60% befordering, 20% upon delivery of equipment to WCCS and the remaining 20% on completic delivery to customer.

Thank you for your business.

 Subtotal
 7,625.30

 Sales Tax
 533.77

 TOTAL
 8,159.07

Authorized Signature	Printed Name	Date



### **CHEROKEE COUNTY**

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

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

Dan Eichenbaum, Chairman Cal Stiles, Vice Chairman Ben Adams Alan Bryant Mark Stiles

### BUDGET REVISION

11/17/2025

(DECREASE) INCREASE

1099800-48880 1094322-43512 1094322-45000 Contingency Equipment Maintenance Capital Assets > \$5000 (36,000.00) 3,900.00 32,100.00

Use of contingency to upgrade the Live Scan (Indemia -fingerprint machine) at the Detention Center. The current machine expires in December.

Chairperson

11/17/2025



November 6th, 2025

Arena Hall-Miller Cherokee County Detention Center 577 Regal Street Murphy, NC 28906 Tel: 828-837-2521

Email: arena.hall-miller@cherokeecounty-nc.gov

### Reference No. IDNC-L081925-03A

IDEMIA is pleased to provide Cherokee County Detention Center with the following price quote for the IDEMIA LiveScan System equipped with standard North Carolina Department of Public Safety (NC-DPS) Criminal and Applicant profiles for connectivity directly to the NC-DPS AFIS Database.

# IDEMIA's fully integrated LiveScan solution provides Cherokee County Detention Center the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Digital image capture of upper, lower and writer's palms, slaps and rolls (Criminal processing)
- Mug Photo Capture (Criminal processing)
- Full compliance with NC-DPS AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- · Quick check, review, and edit can be performed on each print
- All LiveScan Systems include on-site installation, training, and 1-year on-site warranty



Reference: IDNC-L081925-03A

Page 1 of 10

IDEMIA has been the sole provider of the AFIS System in place at the North Carolina Department of Public Safety since 1987. IDEMIA is the only vendor who can deliver a LiveScan system that is 100% compatible with the NC-DPS system. In fact, IDEMIA LiveScan systems use the same AFIS quality checking algorithms to ensure Cherokee County Detention Center can submit the highest-quality prints to NC-DPS.

Figure 1 shows a map of the "sample" of state of North Carolina with IDEMIA LiveScan installations.

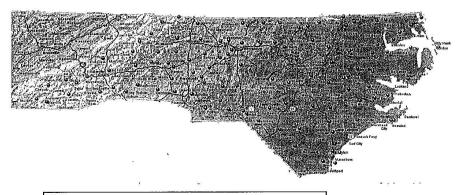


Figure 1. "sample" IDEMIA LiveScan Systems installed in North Carolina

IDEMIA's *In-State Support Organization* is dedicated solely to the support of North Carolina customers. IDEMIA's approach to in-state support is demonstrated by our commitment to providing field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Solution Description and Pricing IDEMIA proposes the equipment and services described in Tables 1-2.

Note: per North Carolina DPS, LiveScan Systems being used for criminal submission and/or sex offender registration require both Palm and Mugshot Capture.

Tenprint/Palm Capture - Fixed Height Cabinet Table 1. Pricing / Maintenance

	Description	Unit Price
LS-F-53HD-22T LS-CSTX-NCSBI LS-COMX-FTP-SSL LS-COMX-FOP3 LS-F-MUG LS-SIGPAD LS-UPS C500-000071 C810-000107	IDEMIA LiveScan System Cabinet Tenprint/Palm Capture, including:   IDEMIA LiveScan System Software   Standard NG-DPS criminal and civil profiles and workflows   FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Molsture   Discriminating Optics Scanner   MDO) Block Technology   Computer, Touch screen monitor, keyboard   Ruggedized Cabinet fixed-height with foot pedal for hands free advancement   Mugshot Capture Kit (camera, software, mounting hardware)   Signature Capture Pad   UPS   North Carolina DPS Encryption Device   Warranty: 1 Year warranty, 9X5, on-site response and parts replacement	\$29,751
LS-IAT-CUSTOM	Installation / On-site Training	\$1,808
LS-FREIGHT-CAB	Freight	\$350
	TOTAL Extended System Price:	\$31,909
Option	al Annual Maintenance (to start after 1 Year Warranty) - On-site Advantage Solution	
LS-F-53HD-MAINT-95	9X5, on-site response and parts replacement – LiveScan Cabinet	\$3,593
LS-X-MUG-MAINT-95	9X5, on-site response and parts replacement – Photo Capture	\$212
LS-SIGPAD-MAINT-95	9X5, on-site response and parts replacement – Signature Capture Pad	\$90
	TOTAL Extended Maintenance Price:	\$3,895

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: <a href="mailto:ContractMaintenance@us.idemia.com">ContractMaintenance@us.idemia.com</a>. Prices exclude any and all state, or local taxes, or other applicable fees or levies.

Options and Pricing IDEMIA equipment options and pricing described in Table 2. Table 2. Pricing / Maintenance

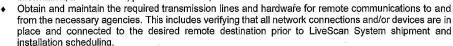
	Description	Price	Annual Maintenance*
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer, 1Tray	\$1,409	\$212
LS-PRNT-M-TRAY	Additional Printer Tray	\$239	\$36

<sup>\*</sup>Annual Maintenance term will start after the initial 1st Year Warranty.

**Customer Responsibilities** 

Cherokee County Detention Center is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.



- Installation, testing and troubleshooting any network communication connections, lines and/ or Cherokee County Detention Center network devices.
- Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are Cherokee County Detention Center responsibility. IDEMIA does not offer or resell these items.
- Obtaining all required authorizations for connecting to the NC-DPS AFIS Database.

**Assumptions** 

In developing this price quote, IDEMIA has made the following assumptions:

- With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- An inter-agency agreement between NC-DPS and Cherokee County Detention Center will be in place.
- Cherokee County Detention Center will provide all necessary communication to connect to NC-DPS.
   This includes, but is not limited to hubs, routers, modems, etc.
- LiveScan System shipment and on-site Installation Services will be scheduled <u>after network</u> <u>connectivity</u> to NC-DPS has been established and verified <u>and</u> IDEMIA's Program team has received the completed pre-install documentation from Cherokee County Detention Center.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Cherokee County Detention Center's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order <u>and</u> IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.



### Pricing valid through: January 1st, 2026

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to: IDEMIA
14 Crosby Dr., 2<sup>nd</sup> Floor
Bedford, MA 01730
Email: johann.guldan@us.idemia.com

Please direct all questions and order correspondence to:

Johann Guldan IDEMIA Inside Sales

Email: johann.guldan@us.idemia.com

We look forward to working with you.

Sincerely,

Christian Henry
Sr. Vice President - IDEMIA Identity & Security USA LLC

Reference: IDNC-L081925-03A

Page 5 of 10

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	٧	√
2 Hour Telephone Response Time	1	√
Remote Dial-in Analysis	<b>√</b>	Ý
Software Standard Releases	٧	√
Software Supplemental Releases	1	٧
Automatic Call Escalation	4	√
Software Customer Alert Bulletins	1	<b>V</b>
Hardware Support On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	V
On-Site Corrective Maintenance	٧	√
On-Site Parts Replacement	7	√
Preventive Maintenance	7	√
Escalation Support	<b>V</b>	<b>√</b>
Hardware Service Reporting	1	√
Hardware Customer Alert Bulletins	4	<b>√</b>
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	4	٧
Telephone Technical Support for Parts Replacement	1	1
Parts Customer Alert Bulletins	1	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts	,	
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time

By signing this signature block below, Cherokee County Detention Center agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

gnature Author	rization for Order:	
Signature		
Name		p)
Date		
Total Purc	hase Price (including any Options): \$	
	LEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE	
ease provide Bi	E A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if a illing Address:	
Billing Conta	The state of the s	
Telephone nu	umber ( )	
Email		
	eck if Billing Address is same as Shipping Address:	
Technical Co		
Telephone nu	umber ( )	
Email		

### Idemia Identify & Security USA LLC Short Form Sales

Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and

\_\_\_\_, ("Customer"), having a place of business at

, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may Indicate its acceptance of this Agreement by signing below or by Issuing a purchase order that refers to either the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

- 2. Price. Payment and Sales Terms. The Contract Price is U.S.

  scale will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise slipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the incoterm in the contract. Seller will pack and ship all Equipment in accordance with 900 to 100 t
- 3. Software, if this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.
- 4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.
- 5. <u>Delays and Disputes.</u> Neither party will be liable for its nonperformance or delayed performance if caused by an event,
  circumstance, or act of a third party that is beyond a party's reasonable
  control (a "Force Majeure"). Each party will notify the other if it
  becomes aware of a Force Majeure that will significantly delay
  performance. The parties will ty to settle any dispute arising from this
  Agreement (except for a claim relating to intellectual property or breach
  of confidentiality) through good faith negotiations. If necessary, the
  parties will escalate the dispute to their appropriate higher-level
  managers. If negotiations fall, the parties will jointly select a mediator
  to mediate the dispute and will share equally the mediation costs.
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  the other party written notice and a thirty (30) day period to cure the
  alleged breach.
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of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

- 7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and to disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.
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### Idemia Identity & Security USA LLC ("SELLER"):

Signed		
	NAME ("CUSTOMER")	
Signed		
Name		
Title	-	
Date		

### EXHIBIT A - SOFTWARE LICENSE AGREEMENT

USA LLC, ("IDEMIA"); "Licenser," means Idemia Identity & Security
USA LLC, ("IDEMIA"); "Licensee," means the Customer, "Primary
Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

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- SECTION 8: TERM AND TERMINATION
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PROVISIONS & RESTRICTED RIGHT'S LEGEND

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- GOVERNING LAW. This Agreement is governed by the 11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.
- 11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



### **CHEROKEE COUNTY**

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

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

Dan Eichenbaum, Chairman Cal Stiles, Vice Chairman Ben Adams Alan Bryant Mark Stiles

### BUDGET REVISION

11/17/2025

(DECREASE) INCREASE

1020000-38586 \$ 1099800-48880 0 1094335-45000 0

Sale of Assets Proceeds Contingency Capital Assets > \$5000 16,500.00 (11,550.00) 28,050.00

Use of contingency and the proceeds from the sale of an older ambulance to increase the budget in order to purchase a new ambulance rather than remount an older ambulance.

Chairperson 11/17/2025

### Candy R. Anderson

Jessica Orton

From:

Monday, October 6, 2025 9:12 AM Candy R. Anderson; Randy Wiggins

To: Cc:

Robin Caldwell

Subject:

Request to sell a spare unit

Good Morning. Candy and Randy.

### Request to Sell M7 Spare Unit to Support New Truck Purchase

We are currently in the process of ordering a new ambulance and coordinating a remount. With the approval of the new truck, we plan to rotate an additional unit into the spare fleet. As a reminder: We chose not to trade in the M7 existing unit, as the offer received was minimal for a fully operational vehicle with a complete module.

### Proposal:

We are requesting approval to sell the M7 spare unit and apply the proceeds—estimated at approximately \$29,000—toward converting the planned remount into a new ambulance purchase.

### Details on M7:

• Chassis: 2019 Chevrolet 4x4

• Mileage: 209,860

• Current Status: Operational spare unit with a functional module

Financial Overview: All pricing is subjective at this point.

• New Ambulance Cost: \$309,000

Remount Estimate: \$246,000 – \$288,000
 Current Remount Budget: \$280,975

· Additional Funds Needed to Purchase New: \$28,050

By selling M7 and applying the proceeds, we should be able to meet the financial requirement for a new purchase without requesting additional budget allocations.

### Operational & Safety Advantages:

Purchasing a new unit, rather than proceeding with a remount, would allow us to remove an additional **1 Step (4-inch higher box)** unit from active rotation. This enhances safety and ergonomics for field crews and supports long-term operational efficiency.

We believe this is a practical, fiscally responsible option that delivers both safety and operational benefits.

Is this something you all think we could move forward with?

fhank you,



### **CHEROKEE COUNTY**

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

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

### **Board of Commissioners**

Dan Eichenbaum, Chairman Cal Stiles, Vice Chairman Ben Adams Alan Bryant Mark Stiles

### BUDGET REVISION

11/17/2025

(DECREASE)
INCREASE

2510000-39810 2594143-43990 1010000-39991 1099800-40250 Contribution from General Fund Contracted Services Use of Fund Balance Contribution to Revaluation Fund 500,000.00 500,000.00 500,000.00 500,000.00

Use of Fund Balance for estimated FY26 contracted services expenses for revaluation work. Total contract is for \$1,300,000. The amount expected to be completed in FY26 is \$500,000. The remaining amount will be budgeted in FY27.

Chairperson	
	11/17/2025

### NORTH CAROLINA CHEROKEE COUNTY

THIS SERVICE CONTRACT (hereinafter referred to as "Contract") is made and entered into this the 17th day of November, 2025, by and between the COUNTY of CHEROKEE, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and Vincent Valuations LLC, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "Contractor").

For and in consideration of mutual promises to each, as set forth in this Contract, County and Contractor

- 1. SCOPE OF SERVICES. Contractor hereby agrees to provide appraisal services to County for a full measure and list reappraisal as detailed in the bid proposal. This shall include the following:
  - Full measure and list of at least two sides of every major structure on each property in the County by a
    qualified staff appraiser as designated and specifically assigned or excluded by the Cherokee County Tax
    Assessor.
  - Update photos of each property
  - · All reappraisal-related data entry
  - Full in-office value review of residential, commercial/industrial, and agriculture properties
  - Schedule of value development and related meetings
  - Assist with best practices for the reappraisal (forms, process, notices, customer service, PR)
  - County staff training on reappraisal process and procedures used in Cherokee County.
  - Full PR presentations to boards, organizations, and local groups prior to the notices going out
  - Working appeals once the notices are mailed, including 100 person days of appeals at the local or state
    level. Any additional appeals or assistance with appeals beyond 100 days shall be invoiced at a rate of \$800
    per person, per day.
  - Data collection and appraisal work for Hydro Electric Dams (2)
  - Data collection and appraisal work for current Bitcoin facilities
  - · Data collection and appraisal work for current Artificial Intelligence AI facility
- 2. TERM OF CONTRACT. The term of this Contract is from the date of execution until 12/31/2028, unless terminated sooner under Section 6 of this Contract.
- 3. PAYMENT TO CONTRACTOR. County shall pay Contractor an amount of \$1,332,000 or \$37.00 per parcel based on an estimated parcel count of 36,000. Unless otherwise specified, Contractor shall submit an itemized invoice to County by the end of each month during which Services are performed. A funds reservation number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence. Payment will be processed promptly upon receipt and approval of the invoice by County. Final payment will be dependent on the final parcel count as of January 1, 2028, based on a per parcel price of \$37.00. 10% of each monthly payment will be retained until completion of all services up to and including the 100 days of appeals spelled out above. Upon competition of agreed upon services, the 10% will be due to the Contractor upon acceptance.
- 4. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Contractor's duties under this Contract. Accordingly, Contractor shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Contractor, as an independent contractor, shall perform the Services required under this Contract in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE. Contractor shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of Contractor shall contain a waiver-of-subrogation provision to waive all rights of recovery under subrogation or otherwise against County. In the event Contractor's insurance policy or certificate of insurance conflicts with the aforesaid language concerning "waiver of subrogation," this Contract shall govern. Contractor shall advise County of any cancellation, non-renewal, or material change in any policy within ten days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen days of expiration. Contractor's insurance shall be primary, and any insurance or self-funded liability programs maintained by the County shall not contribute with respect to Contractor's insurance. County shall be listed as an additional insured on any insurance policy or certificate of insurance of Contractor. In the event that Contractor's insurance policy or certificate of insurance conflicts with the aforesaid language concerning "additional insured," this Contract shall govern.
  - 5.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 5.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than \$1,000,000 per accident for bodily injury and property damage.
  - 5.3 Worker's Compensation and Employers Liability: as required by the State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability. Contractor shall provide County a valid certificate of insurance in advance of the performance of any work, exhibiting coverage required. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of County at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of Contractor to maintain such insurance. Notwithstanding the foregoing, nothing contained in this Section shall be deemed to constitute a waiver of County's governmental immunity.

- 6. TERMINATION. The Contract may be terminated by either party, for any reason, by providing 60 days' written notice to the other party. The termination period shall begin upon receipt of the notice. During the 60-day period following the notice of termination, Contractor will be permitted to continue providing Services under this Contract, and County will continue paying Contractor for its Services.
- 7. EQUIPMENT; COUNTY IDENTIFICATION. County shall provide Contractor with County-issued identification cards, vehicle magnets, and vests for use in field work. Contractor shall supply, at its sole expense, all other equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. Computer work stations located within the County Tax Office will be made available to Contractor for the duration of this Contract, including remote access to County's CAMA software and computer system, as needed.

- HEALTH AND SAFETY. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 10. NON-DISCRIMINATION IN EMPLOYMENT. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability.
- 11. AUDIT RIGHTS. For all Services being provided under this Contract, County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within two weeks of the request for them.
- 12. GOVERNING LAW; CHOICE OF FORUM. This Contract shall be governed by and interpreted under the laws of the State of North Carolina. Any action arising out of or relating to this Contract or Contractor's provision of Services under the Contract shall be brought only in a court of competent jurisdiction in Cherokee County, North Carolina, and in no other court.
- 13. DISPUTE RESOLUTION. As a pre-condition to filing a lawsuit or initiating litigation regarding any dispute between County and Contractor arising from this Contract or the Services provided under this Contract, County and Contractor agree to participate in mediation with a certified mediator. If the parties are unable to agree on a mediator, one will be selected by the Cherokee County Clerk of Superior Court. The mediation session shall be private and conducted at a location agreeable to both County and Contractor. The costs of mediation under this Section shall be divided equally between County and Contractor.
- 14. EXISTENCE. Contractor warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.
- 15. CORPORATE AUTHORITY. By execution hereof, the person signing for Contractor below certifies that he has read this Contract and that he is duly authorized to execute this Contract on behalf of Contractor.
- 16. NON-SOLICITATION. During the term of the Contract and for a period of twelve months following the term of the Contract, County will not solicit, induce, or attempt to induce for employment or hire any employee or contractor of Contractor without the express written consent of Contractor.
- SUCCESSORS AND ASSIGNS. Contractor shall not assign its interest in this Contract without the written consent of County.
- 18. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed to have been given when delivered by both U.S. Certified Mail and by electronic mail addressed as follows:

COUNTY OF CHEROKEE	CONTRACTOR
	ATTN: Ryan Vincent
	226 Cowand Road
	Merry Hill, North Carolina 27957
	Rvan.Vincent@vincentvaluations.com

- 19. HEADINGS. The subject headings of the Contract sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 20. ENTIRE CONTRACT. This Contract shall constitute the entire understanding between County and Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 21. FORCE MAJEURE. Neither County nor Contractor shall be liable for inadequate performance under this Contract to the extent either party's nonperformance was caused by a condition that was beyond the party's reasonable control including, but not limited to, natural disaster, act of war or terrorism, riot, labor condition, governmental action, unintentional interference with access to or functionality of software, cyberattack, or internet disturbance.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

SIGNATURE PAGE TO FOLLOW

# This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Date: Date: COUNTY OF CHEROKEE Date:

Date:

PRE-AUDIT CERTIFICATION

Ryan Vincent, President, Vincent Valuations, LLC

By:\_

# RESOLUTION TO ESTABLISH EIGHT-YEAR REAL PROPERTY TAX REVALUATION SCHEDULE

WHEREAS, North Carolina General Statute 105-286 states: "Each county must reappraise all real property in accordance with the provisions of G.S. 105-283 and G.S. 105-317 as of January 1...every eighth year"

WHEREAS, North Carolina General Statute 205-286(c) states: "A county may conduct a reappraisal of real property earlier than required by subdivision (1) or (2) of this subsection if the board of county commissioners adopts a resolution providing for advancement of the reappraisal. The resolution must designate the effective date of the advanced reappraisal and may designate a new reappraisal cycle that is more frequent than the octennial cycle set in subdivision (1) of this subsection. The board of county commissioners must promptly forward a copy of the resolution adopted under this subdivision to the Department of Revenue. A more frequent reappraisal cycle designated in a resolution adopted under this subdivision continues in effect after a mandatory reappraisal required under subdivision (2) of this subsection unless the board of county commissioners adopts another resolution that designates a different date for the county's next reappraisal."

WHEREAS, Cherokee County has a scheduled reappraisal due on January 1, 2028.

WHEREAS, the Cherokee County Board of Commissioners has within its authority and in its discretion to establish the cycle of revaluation commensurate with its duty under NCGS 105-283 to wit: "All property, real and personal, shall as far as practicable be appraised or valued at its true value in money.

WHEREFORE: The Cherokee County Board of Commissioners do hereby resolve and declare under NCGS 105-286 that Cherokee County shall hereafter operate under a EIGHT (8) year revaluation cycle, with the next revaluation, after the 2028 scheduled revaluation, shall be in 2036 and every 8 years thereafter until otherwise ordered by the Cherokee County Board of Commissioners. The Cherokee County Tax Assessor's Office shall conduct itself accordingly. The Clerk to the Board shall forward this resolution to the North Carolina Department of Revenue.

This the 17 <sup>th</sup> day of November 2025.	
Dr. Dan Eichenbaum, Chairman	
ATTEST:	
Maria Hass, Clerk to the Board	

# RESOLUTION TO ESTABLISH FOUR-YEAR REAL PROPERTY TAX REVALUATION SCHEDULE

WHEREAS, North Carolina General Statute 105-286 states: "Each county must reappraise all real property in accordance with the provisions of G.S. 105-283 and G.S. 105-317 as of January 1...every eighth year"

WHEREAS, North Carolina General Statute 205-286(c) states: "A county may conduct a reappraisal of real property earlier than required by subdivision (1) or (2) of this subsection if the board of county commissioners adopts a resolution providing for advancement of the reappraisal. The resolution must designate the effective date of the advanced reappraisal and may designate a new reappraisal cycle that is more frequent than the octennial cycle set in subdivision (1) of this subsection. The board of county commissioners must promptly forward a copy of the resolution adopted under this subdivision to the Department of Revenue. A more frequent reappraisal cycle designated in a resolution adopted under this subdivision continues in effect after a mandatory reappraisal required under subdivision (2) of this subsection unless the board of county commissioners adopts another resolution that designates a different date for the county's next reappraisal."

WHEREAS, Cherokee County has a scheduled reappraisal due on January 1, 2028.

WHEREAS, the Cherokee County Board of Commissioners has within its authority and in its discretion to establish the cycle of revaluation commensurate with its duty under NCGS 105-283 to wit: "All property, real and personal, shall as far as practicable be appraised or valued at its true value in money.

WHEREFORE: The Cherokee County Board of Commissioners do hereby resolve and declare under NCGS 105-286 that Cherokee County shall hereafter operate under a FOUR (4) year revaluation cycle, with the next revaluation, after the 2028 scheduled revaluation, shall be in 2032 and every 4 years thereafter until otherwise ordered by the Cherokee County Board of Commissioners. The Cherokee County Tax Assessor's Office shall conduct itself accordingly. The Clerk to the Board shall forward this resolution to the North Carolina Department of Revenue.

This th	ie 17 <sup>th</sup> d	ay of No	ovember :	2025.
Dr. Dan	Eichen	caum, Ch	airman	
ATTEST:				
 Maria H	lass, Cle	erk to t	he Board	<u> </u>

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE
&
THE EASTERN BAND OF CHEROKEE INDIANS,
A SOVEREIGN NATION UNDER THE LAWS OF THE UNITED STATES OF AMERICA

# AGREEMENT FOR EMERGENCY MEDICAL SERVICES BY AND BETWEEN THE EASTERN BAND OF CHEROKEE INDIANS AND CHEROKEE COUNTY, NORTH CAROLINA

THIS CONTRACT AND AGREEMENT is made and entered into between the Eastern Band of Cherokee Indians a federally recognized Indian tribe holding tribal trust lands within the confines of Cherokee County North Carolina (hereinafter, "EBCI") 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.

- 1. The parties stipulate as follows:
  - a. Cherokee County, North Carolina provides Emergency Medical Services under the laws of the State of the State of North Carolina and the ordinances of Cherokee County.
  - b. EBCI due to the enhanced presence of residential and business interests upon tribal trust lands is in need of EMS services from Cherokee County.
  - c. That the Parties have previously agreed to, and Cherokee County has provided, needed Emergency Medical Services to the EBCI trust lands, its citizens, inhabitants, business patrons and guests.
  - d. It is in the mutual interests of the Parties to formalize an agreement for EMS services on an ongoing basis.
  - e. That consideration is mutually acknowledged.
- 2. The Parties recognize and acknowledge the sovereignty of EBCI and County, respectively. Nothing in this agreement shall serve as a waiver of the sovereignty and associated immunities, express or implied, of either of the respective parties.
- 3. Whole Agreement: The Parties acknowledge that this contract constitutes the entire agreement between the parties. No other terms or conditions outside of the terms expressed herein shall govern the agreement herein.

- 4. Modification: This agreement may only be modified by means of a separate written document referencing same as an amendment to this agreement. This separate amendment shall be formally executed by authorized representatives of each parties.
- 5. Term: This agreement shall begin on October 1, 2025 an shall terminate on September 30, 2026 at midnight unless terminated pursuant to paragraph 6 herein below.
- 6. Termination: This agreement may be terminated by either of the Parties by means of a 90-day written notice of intent to terminate. Such notice shall be delivered to the other party by means of certified mail.
- 7. Notice addresses:

Cherokee County Office of the County Manager 75 Peachtree Street Murphy, NC 28906

Attorney General
Eastern Band of Cherokee Indians
PO Box 455
Cherokee, NC 28719

- 8. Mutual indemnification: The parties shall indemnify and hold harmless each other, respectively and collectively, from and against all liabilities, including, but not limited to all claims, demands, suits, losses, costs, damages, settlements, fines fees, penalties and other expenses including attorney's fees for any injury or death of any person, or damage or destruction of any property caused by any act or omission by either party, its officers, employees, agents subcontractors, or independent contractors arising out of or resulting from the performance of this agreement.
- 9. Legal situs and dispute resolution: This agreement shall be governed by the laws of the State of North Carolina. It is agreed by the parties that any litigation regarding this agreement shall be heard in the General Court of Justice of the State of North Carolina. The parties agree to mandatory mediation before any litigation is filed regarding this by a certified mediator agreed upon by the parties.

For Cherokee County:
On the 17 <sup>th</sup> day of November, 2025 by
Dr. Dan Eichenbaum Chairman of the Cherokee County Board of Commissioners
Attest:
Maria Hass, Clerk to the Cherokee County Board of Commissioners
For the Eastern Band of Cherokee Indians:
On the day of November 2025 by
Michell Hicks, Principal Chief

# Maria Hass

From:

Robin Caldwell

Sent:

Friday, October 24, 2025 3:10 PM

To:

Maria Hass

Cc: Subject: Randy Wiggins; Sam Davis

RE: request for rescue funds

**Attachments:** 

QT\_Matrice 4TD (5).pdf

Hey Maria. Below is the information for the drone. Let me know if you need anything else. Have a great weekend (3)

Cherokee County EM is requesting \$13,368.68 from Cherokee County Rescue funds for a second drone. Any tool or piece of equipment that gets used, gets damaged and sometimes has to be repaired. Having two drones would allow us to always have that capability ready to deploy. This new drone would also add capabilities that our current drone does not possess. This new drone can be flown in rain as well as higher wind speeds and the camera resolution is higher.

Attached is the quote for the requested drone and the supporting websites for the other equipment.

Drone: \$11,410.00 (quote attached)

Landing Pad: \$79.99 https://a.co/d/d4b1cZg

Charging Power Station: \$1599.00 BLUETTI AC200L Portable Power Station | 2,400W, 2,048Wh

External drone monitor case

Hard Case: \$59.99 4800 Weatherproof Protective Case, X-Large, Green

Battery Pack: \$103.99 https://a.co/d/3RKUppA

Monitor: \$69.99 https://a.co/d/8gNfEPK

USB C to USB C cables: \$5.94 https://a.co/d/asOPNaO

HDMI cables: \$17.80 https://a.co/d/g9e0bcx

Mini HDMI to HDMI cables: \$21.98 https://a.co/d/90DrFou

Case Total: \$279.69

Package Total: \$13,368.68

From: Maria Hass <maria.hass@cherokeecounty-nc.gov>

Sent: Thursday, October 23, 2025 2:50 PM

To: Robin Caldwell < robin.caldwell@cherokeecounty-nc.gov>

Cc: Randy Wiggins <a href="mailto:randy.wiggins@cherokeecounty-nc.gov">cc: Randy Wiggins@cherokeecounty-nc.gov</a>

Subject: Re: request for rescue funds

Yes. Just get me all of the relevant information.

Sent from my iPhone

On Oct 23, 2025, at 12:48 PM, Robin Caldwell < robin.caldwell@cherokeecounty-nc.gov > wrote:



1713 Burlington Drive Bismarck, ND 58504 701-222-2030 www.frontierprecision.com Quote 116200 Date: Oct 21, 2025 08:31 AM By: Cole Martz cole@frontierprecision.com

# **BILL TO:**

Cherokee County 9.11 NC
Barry Clayton
75 Peachtree St
Murphy, NC 28906
UNITED STATES
barry.clayton@cherokeecounty-nc.goy
828-837-3950

# SHIP TO:

Cherokee County 911 NC
Barry Clayton
59 Hiwaassee St
Murphy, NC 28906
UNITED STATES
barry.clayton@cherokeecounty-nc.gov
828-837-3950

Product Details	Qty	Price	Total
CP.EN.00000662.01		4000000	
DJI Matrice 4TD(DJI RC Plus 2 Enterprise (NA)) SP Plus	1	\$ 8,860.00	\$ 8,860.00
CP.EN.00000636.01			
DJI Matrice 4D Series Battery	4	\$ 420.00	\$ 1,680.00
CPEN.00000578.01	Er 2		
	1	\$ 290.00	\$ 290.00
DJI AS1 Speaker		AUDICATE MORE CONT.	
CP.EN.00000579.01	1	\$ 430,00	\$ 430.00
DJIAL1 SpotLight		4 100100	

 Sub Total:
 \$ 11,260.00

 Discount:
 \$ 0.00

 Tax:
 \$ 0.00

 Shipping:
 \$ 150.00

 Grand Total:
 \$ 11,410.00

Valid Until: Oct 31, 2025

# **Special Notes**

Shipping, handling, and applicable sales tax will be added to invoice

# **Terms and Conditions**

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Signature\*}}

{{Signdate\*}}

{{Fullname\*}}

From:

Sam Davis Maria Hass; Robin Caldwell To:

RE: more for the November BOC agenda Subject: Friday, November 7, 2025 1:24:19 PM Date:

Hello Maria.

I was unable to get a quote today, but can I add this to Novembers meeting?

We need Hi-Vis shirts for members of our volunteer SAR team, these shirts are both long and short sleeve 100% poly Hi-Vis T-shirts as well as 100% Poly Hi-Vis ½ zip pullovers. This team is all volunteer and this would provide members with shirts to wear so they don't have to wear their own. It would also give members a uniformed look, as well as provide safety by making members more visible. I would like to request \$2,000.00 out of Rescue funds to pay for these shirts.

Thanks,

Sam Davis Cherokee County EM Division Chief/Public Health PC 828-837-3950 office 828-361-2328 cell

From: Maria Hass <maria.hass@cherokeecounty-nc.gov>

Sent: Friday, November 7, 2025 11:25 AM

**To:** Robin Caldwell <robin.caldwell@cherokeecounty-nc.gov>; Sam Davis

<sam.davis@cherokeecounty-nc.gov>

Subject: RE: more for the November BOC agenda

Thanks, but I will actually be in class. 🗐

From: Robin Caldwell < robin.caldwell@cherokeecounty-nc.gov >

Sent: Friday, November 7, 2025 11:17 AM

To: Maria Hass < maria.hass@cherokeecounty-nc.gov >; Sam Davis < sam.davis@cherokeecounty-

Subject: RE: more for the November BOC agenda

Thank you. Sorry it's taking so long – one of those days 🗐 . Hope you enjoy your week off next week.

From: Maria Hass < maria.hass@cherokeecounty-nc.gov >

Sent: Friday, November 7, 2025 11:17 AM

## **Maria Hass**

From:

Sam Davis

Sent:

Tuesday, October 28, 2025 2:23 PM

To:

Maria Hass; Randy Wiggins

Subject:

FW: more for the November BOC agenda

Hello Maria.

Cherokee County Emergency Management wishes to apply to two new grants. Can we add these two grant applications to the November BOC meeting agenda?

First grant Is the HMGP DR-4827-NC (Tropical Storm Helene) Hazard Mitigation Grant.

https://www.ncdps.gov/division/emergency-management/dr-4827-tropical-storm-helene-nofa-final/open
We will request three on site back up power generators (25KW or less), one large portable generator (100-150 KW) and
two Automatic Transfer Switches with necessary cabling and connections. One on site generator will be owned by and
installed at WKRK Tower site, another owned by and installed at WKRK studio and the third owned by and installed at
WCNG/WCVP Tower site. The portable generator would be owned by Cherokee County. One Transfer Switch would be
owned by and installed at Peachtree Memorial Baptist Church (American Red Cross approved shelter site) and the
second Transfer Switch would be owned by and installed at Marble Springs Baptist Church (American Red Cross
approved shelter site). This grant has up to a 25% match. The only match the county would be responsible for would be
the portable generator. The other matches would be paid by those respective property owners.

Second Grant is NC Community Foundation Grant for long term Helene recovery. \$5M available to organizations for long-term Helene recovery through the NC Community Foundation

This grant is awarded in \$25,000 blocks, up to \$100,000 total. We intend to apply for three \$25,000 projects.

- 1. Project 1 is two GMRS repeaters installed on existing tower site in Cherokee County. We would prefer the repeaters installed at Fain Mountain, because we have an active lease on a portion of that tower. One of those repeaters would be open source, for public use, in case of widespread cellular disruption. The second repeater would be a closed source, not for public, backup system for emergency communications for any and all agencies that needed it. Project 1 is also equipment necessary to open County run Emergency Shelter/Shelters. That equipment is Portable light sources, Portable Power stations (battery not gas) Extension cords, Mobile device charging stations, mobile Starlink and radios necessary for shelter staff to communicate with Emergency Services and other agencies. Project 1 total is \$25,000 or less.
- Project 2 is 15 more VIPER handheld radios for cache. It will include radios, bank charger (charge multiple radios at once) and weatherproof case. Project 2 total is \$25,000 or less.
- 3. Project 3 is equipment necessary to build and equip a mobile command trailer. Equipment will include gas generator/inverter, Radios and necessary equipment, IT equipment, Monitors, Scene lighting, Trailer tires, brakes, bearings, and other trailer maintenance. Cherokee County already owns the trailer and it is currently not in use. Project 3 total is \$25,000 or less.

Thank you.



Josh Steln, Governor

Eddle M. Buffaloe Jr., Secretary William C. Ray, Director

Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and local government entities affected by Tropical Storm Helene, FEMA-DR-4827-NC.

This Cooperative Memorandum of Agreement is entered into by and between the North Carolina Division of Emergency Management (hereinafter NCEM) and the undersigned county, municipality, or tribal entity (hereinafter referred to as Local Government Entity "LGE" or County) to facilitate expedited assistance with debris removal resulting from Tropical Storm Helene. The entities are referred to collectively as the "Parties."

## I. PURPOSE

- WHEREAS, Tropical Storm Helene caused unprecedented damage and debris in western North Carolina. The accumulated debris creates emergency and urgent conditions that require timely removal to protect health and safety and avert additional risks to the public; and
- WHEREAS, the LGE or counties seek assistance to remove debris due to increased demands for capital and capacity; and
- WHEREAS, N.C. Gen. Stat. § 153A-121(a) delegates to counties the power to abate by ordinance acts, omissions, or conditions that are detrimental to the health, safety, or welfare of their citizens, and
- WHEREAS, N.C. Gen. Stat. § 160A-174 delegates to cities the power to define, prohibit, regulate, or abate by ordinance acts, omissions, or conditions detrimental to the health, safety, or welfare of their citizens; and
- WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1), the Governor
  and the Secretary of Public Safety delegate powers and duties to NCEM
  for coordinating the emergency management activities of State agencies,
  managing the State Emergency Response Team, and overseeing
  emergency management programs; and
- WHEREAS, the purposes of Chapter 166A, which grants powers and duties to NCEM, are intended to: (1) reduce the vulnerability of the people and property of this State to damage, injury, and loss of life and



property; (2) prepare for the prompt and efficient rescue, care, and treatment of threatened or affected persons; (3) provide for the swift and orderly rehabilitation of individuals and the restoration of property; and (4) ensure the cooperation and coordination of activities related to emergency and disaster mitigation, preparedness, response, and recovery; and

- WHEREAS, N.C. Gen. Stat. § 166A-19.15 designates the governing body of each county as the responsible authority for implementing and coordinating emergency management within each county's geographical limits, including the activities of municipalities; and
- WHEREAS, pursuant to this Agreement, the County or LGE delegates its authority to NCEM as the legally responsible entity for conducting debris removal operations for Tropical Storm Helene within its jurisdiction.

Therefore, the Parties agree and enter into this Cooperative Agreement, which embodies the understandings, commitments, terms, and conditions for NCEM to provide debris removal assistance during FEMA-DR-4827-NC for the undersigned County or LGE in relation to the recovery efforts from Tropical Storm Helene.

#### **AUTHORITIES** П.

- The North Carolina Emergency Management Act, as amended, North Carolina General Statutes, Chapter 166A et seq.
- N.C. Gen. Stat. § 153A-121
- N.C. Gen. Stat. § 160A-174
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq.
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 44 CFR Part 206, Subpart G, Public Assistance Project Administration
- FEMA Public Assistance Program and Policy Guide, June 1, 2020, Version 4

#### DEFINITIONS III.

"Agreement" means this document, the Debris Removal Memorandum of Cooperative Agreement between the North Carolina Division of Emergency Management and counties or other local government entities.

"Assistance" refers to help with debris removal, including personnel, equipment, facilities, services, supplies, and other resources authorized by relevant federal, state, and local funding sources.

"Authorized Representative" means a Party's employee who has been authorized in writing by that Party to request, offer, or otherwise establish a cooperative debris removal relationship under the terms of this Agreement. The list of Authorized Representatives for each Party shall be attached to the executed copy of this Agreement.

"County" refers to the political subdivision executing this Agreement, as designated by N.C. Gen. Stat. § 166A-19.15, which serves as the responsible authority for emergency management within its geographical limits and is eligible to receive FEMA funding as a sub-recipient under this Agreement.

"CPDR" means Commercial Property Debris Removal, which refers to the removal of debris from private property.

"Declared Event" refers to Tropical Storm Helene, FEMA-DR-4827-NC.

The "Designated Coordinator" refers to a county emergency management office or an employee of the undersigned county or LGE, assigned by an authorized representative of the County or LGE, who serves as the point of contact for debris removal coordination under this Agreement.

"Disaster Impacted Area" refers to a geographical area designated by FEMA as affected by Tropical Storm Helene.

"Emergency conditions" means conditions caused by Tropical Storm Helene that are assessed to have the potential to jeopardize public health and safety or to heighten the risk of further damage to property, health, and safety if not alleviated.

"Local Government Entity or LGE" refers to a local government entity eligible to be a sub-recipient of FEMA funding under this Agreement, which includes a county, city, town, tribal, or other governmental authority.

"NCEM" The North Carolina Division of Emergency Management is a part of the North Carolina Department of Public Safety.

"Party" NCEM, a local government entity or county that enters into this Debris Removal Memorandum of Cooperative Agreement.

"Parties" refers to NCEM and one or more counties or LGEs that enter into and participate in the Debris Removal Memorandum of Cooperative Agreement.

"PPDR" refers to Private Property Debris Removal.

# IV. Procedure for requesting assistance

# A. METHOD FOR REQUESTING DISASTER DEBRIS REMOVAL

Any property owner or entity, including counties or LGEs, requesting debris removal under this Agreement should submit their requests through the coordinator designated by their county or LGE. Requests for debris removal should only be made in counties or LGEs located in disaster-impacted areas. The debris to be removed must have resulted from Tropical Storm Helene.

- 1. County: The coordinator designated by the County should request debris removal under this Agreement from NCEM.
- 2. LGE, as defined under this Agreement, shall coordinate its request with the County before the designated coordinator submits it to NCEM. The LGE shall provide written confirmation to NCEM that coordination has occurred.

# B. REQUIRED INFORMATION

All requests for assistance must include the following information in writing:

- i. Impacted Area and GPS Coordinates. Counties or LGEs will provide a general description of the areas, the conditions, and the debris damage they have sustained due to the declared event. NCEM contractors, with input from the County or LGE, will conduct damage assessments that include GPS coordinates of the affected areas for which assistance is requested.
- ii. Infrastructure Systems: Identify any affected infrastructure systems.
- Streams and Waterways. Identify the affected waterways or streams and obtain the necessary regulatory permits for debris removal from them.
- iv. Meeting Time and Place. The County or LGE designated coordinator, along with the local emergency management agency, shall reach an agreement with the designated staff at NCEM regarding a specific time and location for a representative of the County or LGE to meet with NCEM personnel and provide any necessary requirements.
- v. Signed Cooperative Agreement. The LGE, or the County's designated coordinator, shall provide a copy of this agreement, signed by the duly authorized official of the County or LGE. The County or LGE agrees to transfer its legal authority for the work to NCEM, which allows NCEM to be reimbursed for all work requested by the County or LGE.

# C. STATE AND FEDERAL FUNDING

The undersigned County or LGE agrees to provide NCEM with any documentation needed to request state or federal assistance and grants for funding the debris removal assistance provided.

# V. NCEM Assessment of Ability to Render Assistance

When contacted by the LGE or the County's Designated Coordinator, NCEM's authorized representative shall complete a written acknowledgment confirming that all elements of the required information or documentation have been received, including this signed agreement. In response to the County's or the LGE's request for assistance, NCEM shall provide:

- (i) Dates when assistance is scheduled.
- A description of the equipment, personnel, resources required, availability, and provision timeline.
- (iii) The estimated time required to fulfill the request.
- (iv) The name and contact details for NCEM's designated supervisor regarding the request.
- The name and contact number of NCEM's designated supervisor and authorized representative.

# VI. SUPERVISION AND CONTROL

After NCEM designates a supervisor for the requested assistance, the County or LGE will assign a designated coordinator to NCEM's supervisor to facilitate communication and transfer any necessary documentation. NCEM's supervisor will have the authority to:

- Establish and assign work schedules; maintain direct oversight and supervision of personnel, equipment, and other resources; and ensure effective communication and upkeep of communication equipment.
- (ii) Keep a daily log of time, material records, and equipment hours.
- (iii) Report work progress to the County or LGE at mutually agreed intervals.
- (iv) Assess the estimated number of personnel, along with the types of equipment, materials, and supplies required to fulfill the request.
- Obtain right-of-entry approvals for debris removal on public and private properties, if applicable.

# VII. REIMBURSEMENT

- A. NCEM Responsibilities:
- (i) NCEM will act as the primary grantee of federal and state funds for this project while ensuring overall program accountability.

- (ii) NCEM shall ensure compliance with FEMA terms, including reporting, auditing, and administrative requirements per 2 CFR Part 200 et seq.
- (iii) NCEM will provide technical guidance to the county or local government entity (LGE).
- (iv) NCEM will act as the operational lead for the debris removal assistance program.

# B. County or LGE Responsibilities:

- (i) The undersigned County or LGE, as a third-party beneficiary of FEMA funds, agrees to ensure that, in coordination with NCEM, federal funds supplement rather than supplant existing state and local funds.
- (ii) The undersigned County or LGE agrees to ensure that the debris removal project requested in this Agreement has not been submitted for any other FEMA-4827-DR-NC Tropical Storm Helene debris removal project.
- (iii) As a third-party beneficiary of FEMA and State funds, the undersigned County or LGE agrees to comply with federal, state, and FEMA requirements that ensure NCEM's eligibility for and compliance with FEMA funding for debris removal assistance under this Agreement.
- (iv) The undersigned County or LGE agrees to provide all scope or extension requests in writing. All requests must receive prior written approval from NCEM before implementation.

## VIII. IMMUNITY

Pursuant to N.C. Gen. Stat. § 166A-19.60, all activities performed under this Agreement are declared to be governmental functions. Neither the parties to this Agreement nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel, complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement, shall be liable for the death of, or injury to, persons or for damage to property as a result of any such activity.

# IX. AMENDMENTS

This Agreement may be modified at any time with the mutual written consent of both parties.

# X. EFFECTIVE DATE

This Agreement shall take effect upon proper execution by the duly authorized official of the County and/or the governing board of the County or a LGE and upon acceptance by the Director of NCEM or his designee.

		for the period of performance,
	through	, 20 , unless either party
through, 20, unless either party provides 30 days' written notice for extension or termination.  SIGNATURES  FOR COUNTY or LGE  NAME OF ELIGIBLE COUNTY/LGE:  SIGNATURE OF AUTHORIZED OFFICIAL:  Date:  For the North Carolina Division of Emergency Management (NCEM)		
SIGNATUI	RES	
FOD COL	NTV out CE	
FOR COUL	MITOLLGE	
NAME OF	ELIGIBLE COUNTY/LGE	3:
SIGNATUR	RE OF AUTHORIZED OF	FICIAL:
TITLE OF A	AUTHORIZED OFFICIAL	<i>i</i>
Date		
Date		
For the Nor	rth Carolina Division of E	mergency Management (NCEM)
NAME:		
hateron to contain metallicati		
TITLE:		
DATE.	*	
DATE:	ī	

END OF DOCUMENT

3 | Helene Debris Cooperative Agreement 5 / 6 / 2 0 2 5 Ver. 3

XI.

# CHEROKEE COUNTY TAX COLLECTOR REQUESTS FOR RELEASE

xpayer Name	Year	Bill#	Tax Amt	Reason	
.HULER TERESA ANN	2025	18904	3.86	1986 FOUR WINNS 19' WAS REMOVED FROM CHEROKEE COUNTY IN 2024	
PARKER JEFFREY DUANE	2024	26519	14.29	1997 TRACKER BASS 16' SOLD PRIOR TO 2024, RELEASE 2024 AND 2025	200
LUCCHESI DONALD	2025	15554	18.24	1997 FISHER PONTOON 12' WAS ON THE 2025 MARINA REPORT INCORRECTLY,	
DESIGNING DIVAS/LISA MCCLURE	2025	36694	32.11	PER LISA MCCLURE THE BUSINESS HAS CLOSED	
CHARMING MURPHY CABIN	2024	5844	58.16	PER VICKY SHIRLEY, THE PROPERTY AHS NOT BEEN RENTED SINCE 2023	
CHARMING MURPHY CABIN	2025	710	60,84	PER VICKY SHIRLEY, THE PROPERTY AHS NOT BEEN RENTED SINCE 2023	
BRADLEY, JEFF	2024	500396	41.57	JEFF DOES NOT LIVE IN CHEROKEE COUNTY, HE LIVES IN MACON COUNTY	
TARHEEL HARDWOOD FLOORING	2024	34318	67.10	PER TRAVIS MASHBURN THE BUSINESS CLOSED IN 2023	
TARHEEL HARDWOOD FLOORING	2025	27812	67.10	PER TRAVIS MASHBURN THE BUSINESS CLOSED IN 2023	

		10/13/25-11/9/25 NEEDING APPROVAL
2025	8004	125.62 1997 TRACKER BASS 16' SOLD PRIOR TO 2024. RELEASE 2024 AND 2025
2024	32481	174.89 2022 GODFREY PONTOON 23' TAXES IN SWAIN COUNTY. MISTAKE IN BOAT REGISTRATION
2025	8661	230.71 2022 GODFREY PONTOON 23' TAXES IN SWAIN COUNTY. MISTAKE IN BOAT REGISTRATION
2025	200115	755.23 PROPERTY OWNER PROVIDED INFORMATION NEEDED TO QUALIFY FOR PUV
2025	200116	755.23 PROPERTY OWNER PROVIDED INFORMATION NEEDED TO QUALIFY FOR PUV
2025	200117	755.23 PROPERTY OWNER PROVIDED INFORMATION NEEDED TO QUALIFY FOR PUV
2025	200118	755,23 PROPERTY OWNER PROVIDED INFORMATION NEEDED TO QUALIFY FOR PUV
2023	501523	156.27 THE JONES DID NOT LIVE IN CHEROKEE COUNTY FROM 6/30/2020 WHEN THEIR TAG EXPIRED UNTIL 6/15/21 WHEN IT RENEWED
	2024 2025 2025 2025 2025 2025 2025 2025	2024 32481 2025 8661 2025 200115 2025 200116 2025 200117 2025 200118

TOTAL BOARD RELEASES

4431.09

CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:
TRANSACTION DATE RANGE: 10/11/2025 12:00:00 AM - 11/09/2025 12:00:00 AM
PAYMENT DATE RANGE:
USER/OPERATOR:
TAX DISTRICT(S):
BILL YEAR RANGE;
BILL# RANGE;

BILL TYPE: Both

RELEASE NUMBER ONLY:No

SORT BY: Name

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

# CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

NAME			PAYMENT TYPE	AMOUNT	OPER	DATE TIME	
33811 BLACK D ASHLEY TRUSTEE	2025-38299	RP: 454500552908000	Check	13.95	DELENNA	10/15/2025 2:53:18 PM	
30 ISLAND DR							
MURPHY, NC 28906-5894		REFUND RECIPIENT:					
60289 BRYANT ASHLEY GUNTER	2024-4318	PERSONAL PROPERTY	Check	126.94	TAMMY -	10/16/2025 3:19:32 PM	
300 PINE GROVE DR							
ANDREWS, NC 28901-7011		ACCOUNT PAID REFUND TO ASHELY BRYANT REFUND RECIPIENT:					
53132 CHENARD JAMES	2025-38594	RP: 443900182793000	Check	962.24	TAMMY	10/15/2025 2:55:31 PM	
4 HOLLY COVE CIR							
BLAIRSVILLE, GA 30512-0987		ACCOUNT ALREADY PAID IN FULL REFUND RECIPIENT:					
30479 CHERUVIL ANNIE J	2024-6042	RP: 451000068068000	Check	140,28	ALYSSA	10/21/2025 11:55:22 AM	
11936 TIMBERHILL DR							
RIVERVIEW, FL 33569		BA TRUIST CK 747912 REFUND RECIPIENT:					
30479 CHERUVIL ANNIE J	2024-6042	RP: 451000068068000	Check	140.28	TAMMY	11/4/2025 9:25:14 AM	
11936 TIMBERHILL DR							
RIVERVIEW, FL 33569		BANK ATTACH BOA REFUND RECIPIENT;					
9000034972 COREY E. COLLINS D/B/A PEACHTREE PRODUCE 42 FAMILY CHURCH RD	2025-7938	PERSONAL PROPERTY	Check	2.64	ALYSSA	10/21/2025 10:35:33 AM	

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## CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

NAME	NAME BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
MURPHY, NC 28906		REQUESTED PREPAY ON ACCT WAITING ON 2028 TO BE CREATED REFUND RECIPIENT;				
7038 FEENAN HOWARD L 1/2 INT & BAKUN DAVID 1/2 INT 328 EMILYS CIR	2024-11083	RP: 456004915072000	Check	178.89	TAMMY	10/15/2025 2:68:48 FM
JACKSONVILLE, AL 36285-8945		BANK ATTACHMENT REFUND TO HOWARD FEENAN ONLY REFUND RECIPIENT:				
57738  HOLLOWAY CLAUDE L III & W/ KRISTA B HOLLOWAY JEFFREY & W/ ALLISON JT W/ROS 8 RIVER PLACE DR SW	2025-14940	RP: 453300599830000	Check	— — <del>_</del> 55,77	ALYSSA -	10/21/2025 4:07:04 PM
ROME, GA 30166-8534		BUYERS MORTGAGE COMP PAYING FOR 1 MONTH OF TAX ALREADY PO REFUND BACK TO MORTGAGE COMP. JILL GONCIARCZYK. REFUND RECIPIENT: ACRISURE NATIONAL LENDER SERVICES LLC 125 TOWNPARK DRIVE #300 KENNESAW GA 30144				
8281 JACKSON CHRISTOPHER L & W JACKSON BEVERLY K 218 WALNUT TREE LN	2025-3805	RP: 568501273881000	EFT	54.45	HŪGO	10/30/2025 12:08:47 PM
AQUONE, NC 28781		DEBT SETOFF REFUND RECIPIENT:				
8262 JACKSON CHRISTOPHER L & W JACKSON BEVERLY K 218 WALNUT TREE LN	2024-17368	RP: 558601272297000	Check	183.00	TAMMY	11/4/2025 2;59:18 PM
AQUONE, NC 28781		BANK ATTACH PNC ALREADY PD REFUND RECIPIENT:				
8282 JACKSON CHRISTOPHER L & W/ JACKSON BEVERLY K 216 WALNUT TREE LN	2024-17368	RP: 558501272297000	Check	866.26	TAMMY	11/4/2025 2:34:18 PM

# CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

		NEI ONDS 10_11_20-11_9_20				
NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
AQUONE, NC 28781		BANK ATTACH SEGU-ALREADY PAID REFUND RECIPIENT:	Desired Colors		3 3	
90000037542 LAZY BEAR LODGE PARKER MICHAEL A PO BOX 100	2024-20375	PERSONAL PROPERTY	Check	112.00	TAMMY	10/20/2025 9:20:47 AM
CHEROKEE, NC 28719-0100		BANK ATTACH ALREADY PAID REFUND RECIPIENT:				
202360208900 LEDFORD LARRY ERIC LEDFORD MISTY DAWN PO BOX 458	2023-502089	PERSONAL PROPERTY	Chack	259.22	TAMMY -	10/28/2028 1:12:19 PM
MURPHY, NC 28906		COUNTY REFUND APPLIED REFUND RECIPIENT:				
22000094241 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	2025-9436	PERSONAL PROPERTY	Check	49.80	ТАММУ	10/31/2025 12:56:49 PM
FARNER, TN 37333		3 BILLS WHERE ALREADY PAID IN FULL REFUND RECIPIENT;				
57278 MCGULLION JOHNNY & W/ MCGULLION YVONNE 125 VALLEY RIVER ESTATES DR	2025-36008	RP: 550302852937000	Check	—— <del>-</del> 90,33	HŪĠŌ	10/29/2025 11:18:44 AM
MARBLE, NC 28905		BANK ATTACH MOUNTAIN CU REFUND RECIPIENT: YVONNE MCGULLION 125 VALLEY RIVER EST OR MARBLE NO 28906				
57276 MCGULLION JOHNNY & W/ MCGULLION YVONNE 125 VALLEY RIVER ESTATES DR	2024-23077	RP: 580302852937000	Check	619.76	Тамму —	10/15/2025 2:52:20 PM
MARBLE, NC 28905		BANK ATTACHMENT REFUND REFUND RECIPIENT:				
24218 PREHODKA DOUGLAS	2025-36501	RP: 452500350834000	Check	337.00	TAMMY -	10/16/2025 3:39:48 PM

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# CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
512 RIVER ESTATES PKWY						
CANTON, GA 30115-3016		ALREADY PAID ONLINE REFUND RECIPIENT:				
48620 RAMPEY JOHN W SR & W/ RAMPEY ANNE L 70 MEADOWLARK TER	2025-20075	RP: 455100707561000	Check	1686,04	TAMMY	10/28/2025 1:09:08 PM
MURPHY, NC 28906-4801		ACCOUNT WAS ALEADY PAID ON OCTOBER 15, 2025 REFUND RECIPIENT:				
15762 RICH JEFFERY CLAYTON	2025-33351	RP: 459104916102000	Gheck	114.37	TAMMY	11/4/2025 2:28:35 PM
465 OLD POOR HOUSE RD						
MURPHY, NC 28906		BANK ATTACHMENT SECU REFUND RECIPIENT:				
98923 SHOHAM MARY ANNA & H/ SHOHAM GREGORY MARK 440 BEAVER RIDGE TRL	2025-539	RP: 851101185714000	Check	1463.16	TAMMY	10/21/2025 9:50:40 AM
MURPHY, NC 28906-7623  202390270800  STALCUP BETHANY TEEM	- — <del>7</del> 2023-502708 — — — —	ESCROW DISBURSEMENT - ACCT ALREADY PAID IN FULL REFUND RECIPIENT: MOUNTAIN COMM, BANK ESCROW DISBURSESMENT PO BOX 4980 JOHNSON CITY TN 37602 4980 PERSONAL PROPERTY	Check		тамму —	11/4/2025 2:40/48 PM
216 SKYLINE DR						
MURPHY, NC 28906		BANK ATTACH SEGU REFUND REFUND RECIPIENT:				
34402 STEPHENS BETHANY VIOLET HALL STEPHENS WESLEY WINFIELD 600 NORTH BRADDY PLANTATION RD	2024-33273	RP: 456400382995000	Check	384.72	TAMMY	10/16/2025 3:26:41 PM

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200.00

# CHEROKEE COUNTY REFUND REPORT REFUNDS 10\_11\_25-11\_9\_25

# VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 10/11/2025 - 11/9/2025

and the second s					
NAME	BILL NUMBER	AMOUNT OPER	PAYMENT TYPE	DATE TIME	REFUND DATE
TOTAL VOID DECLINOS.		×			

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# North Carol na Vehicle Tax System

# Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Transaction #	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
BATEMAN,	BATEMAN.			ANDREWS, NC		Vehicle	C ADVL	TAX	(\$132.74)	\$0.00	(\$132.74)	
	ALLISON MARIE		PO BOX 1295	28901	235499454	Sold	FR80ADVL	TAX	(\$11.75)	\$0.00	(\$11.75)	
								A Company of the Comp		Refund	\$144.49	
BERGERON, JON	BERGERON, JON	BERGERON.		MURPHY, NC		Vehicle	C ADVL	TAX	(\$79.32)	\$0.00	(\$79.32)	
CLARK	CLARK	CAROL ANN	PO BOX 532	28906	235342634	Sold	FR50ADVL	TAX	(\$6.11)	\$0.00	(\$6.11)	
							47 MIN 57 124			Refund	\$85.43	
BINDER, DIANE	BINDER, DIANE		19 FAIRVIEW	ANDREWS, NC		Tag	C ADVL	TAX	(\$28.77)	\$0.00	(\$28.77)	
	AGNES		LN	28901	235277918	Surrender	FR80ADVL	TAX	(\$2.55)		(\$2.55)	
										Refund	\$31.32	
BINDER,	BINDER,		19 FAIRVIEW	ANDREWS, NC		Tag	C ADVL	TAX	(\$37.82)		(\$37.82)	
ROBERT DONALD	ROBERT DONALD		LN	28901	235277924	Surrender	FR80ADVL	TAX	(\$3.35)	\$0.00	(\$3.35)	
										Refund	\$41.17	
BLEDSOE,	BLEDSOE,		3365 CAMP	MURPHY, NC.		Vehicle	C ADVL	TAX	(\$232.95)	\$0.00	(\$232.95)	
STEVEN ALDON	STEVEN ALDON		CREEK RD	28906	236435568	Sold	FR70ADVL	TAX	(\$24.44)	\$0.00	(\$24.44)	
					1					Refund	\$257.39	
BOTT, JOSEPH	BOTT, JOSEPH		457 BLYSSFUL	MURPHY, NC		Vehicle	C ADVL	TAX	(\$223.81)	\$0.00	(\$223.81)	
EARL	EARL		RDG	28906	235201070 Sold FR	FR46ADVL	TAX	(\$12.47)	\$0.00	(\$12.47)		
					<u> </u>			Production of the second		Refund	\$236.28	
BOUGH, ERIC	BOUGH, ERIC		İ	ON RD MURPHY, NC 235619284		Vehicle	C ADVL	TAX	(\$9.81)	\$0.00	(\$9.81)	
DENTON	DENTON	5	594 HORTON RD				Totalled	FR20ADVL	TAX	(\$0.61)	\$0.00	(\$0.61)
									and the Problem of the state of the state of			Refund
BREAZEALE.	BREAZEALE.		15 CAROLINE	MURPHY, NC	1	Vehicle	C ADVL	TAX	(\$18.47)	\$0.00	(\$18.47)	
ANNA MARIE	ANNA MARIE		LN	28906	235278364	Sold	FR44ADVL	TAX	(\$3.00)	\$0.00	(\$3.00)	
										Refund	\$21.47	
BROOKS,	BROOKS,	BROOKS, DAVID	BROOKS, DAVI		ANDREWS, NC		Vehicle	C ADVL	TAX	(\$10.12)	\$0.00	(\$10.12)
MEREDITH	MEREDITH		PO BOX 1054	28901	236435492	Sold	FR80ADVL	TAX	(\$0.89)	\$0.00	(\$0.89)	
PALMER	PALMER						The second second second second			Refund	\$11.01	
	BUDAH		251 EMERALD	MURPHY, NC		Vehicle	C ADVI.	TAX	(\$52.17)	\$0.00	(\$52.17)	
	TRANSPORTATIO		DOWNS DR	28905	235499580	Sold	FR50ADVL	TAX	(\$4.02)	\$0.00	(\$4.02)	
N INC	N INC									Refund	7 \$56.19	
CANNISTRARO.	CANNISTRARO.	Ì		Lowell MA		Vehicle	C ADVL	TAX	(\$45.83)		(\$45.83)	
	GAIL	1	43 Hovey St	01852	235433174	Sold	FR50ADVL	TAX	(\$3.53)	\$0.00	(\$3.53)	
										Refund	\$49.36	
CANNON.	CANNON,		971 OLD	MURPHY, NC		Vehicle	C ADVL	TAX	(\$3.31)	\$0.00	(\$3.31)	
	LETHIA O'LENA	7	RANGER RD	28906	235818134	Totalled	FR44ADVL	TAX	(\$0.53)	\$0.00	(\$0.53)	
	0.000 2						ton seven in the seven.			Refund	\$3.84	
CLINGER,	CLINGER.			MURPHY, NC		Vehicle	C ADVL	TAX	(\$7.05)	\$0.00	(\$7.05)	
	ABRIL NICOLE		125 WREN LN	28906	236663128	Sold	FR44ADVL	TAX	(\$1.14)	\$0.00	(\$1.14)	
10077					İ	1	TROUGHT AND TO THE			Refund	\$8.19	

CRAWFORD,	CRA D.		109 CHEROKEE	MURPHY, NC		Vehic	C ADVL	TAX	(\$59.21)	\$0.00	(\$59.21)
MATTHEW LEWIS	MAT LEWIS			28906	235751666	Sold	CI02ADVL	TAX	(\$40.77)	\$0.00	(\$40.77)
									R	Refund	\$99791
FAIR, ALMA	FAIR, ALMA		501 FAIRHAVEN	ANDREWS. NC	1	Vehicle	C ADVL	TAX	(\$28.34)	(\$1.84)	(\$30.18)
COFFEY	COFFEY		RD	28901	235201194	Sold	FR80ADVL	TAX	(\$2.51)	(\$0.17)	(\$2.68)
					1		_NS-11-2-2-2-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-		R	Refund	\$32.86
51000U C44		FARROW, DONNA	645 OAK GROVE	MURPHY, NC		Vehicle .	C ADVL	TAX	(\$49.56)	\$0.00	(\$49.56)
FARROW, SAM	FARROW, SAM	FRANCES	RD	28906	236435834	Sold	FR50ADVL	TAX	(\$3.82)	\$0.00	(\$3.82)
					ļ		_ Note that he had		Parties white treats committee and contain the contract designation	Refund	\$53.38
FLETCHER,	FLETCHER,	FLETCHER,	685 MCDONALD	MURPHY, NC		Vehicle	C ADVL	TAX	(\$5.40)	(\$0.31)	(\$5.71)
DAVID ARTHUR	DAVID ARTHUR	SANDRA LEE	RD	28906	235619544	Totalled	FR40ADVL	TAX	(\$0.52)	(\$0.03)	(\$0.55)
			<u> </u>		<del></del>				100	Refund	\$6.20
	FOUST, PATRIC		188 SUNSET	MARBLE, NC	235078352	Vehicle	C ADVL	TAX	(\$104.72)	\$0.00	(\$104.72)
LIEF	LIEF		MOUNTAIN LN	28905	233076332	Sold	FR80ADVL	TAX	(\$9.27)	\$0.00	(\$9.27)
			<del> </del>	<del> </del>	<del> </del>		C ADVL		No control of the second of the second of the second of	Refund	\$113,99
GRIGGS,	GRIGGS, JOSEPH LYNN	GRIGGS,	210 GUY ELLER		235277880	Vehicle	FR70ADVL	TAX	(\$11.19)	\$0.00	(\$11.19)
JOSEPH LYNN	JOSEPH LYNN	JANICE ANN	RD	28906	233277000	Sold	FR76ADVL	HAX	(\$1.17)	\$0.00	(\$1.17) \$12.36
HEINCHON,	HEINCHON,	HEINCHON,	<del>                                     </del>		<del></del>		iC ADVL	TAX	and the contraction of the property of the second	Refund	
		DIANA	300 NELSON	MURPHY, NC	235761152	Vehicle	FR70ADVL	TAX	(\$21.51)	\$0.00	(\$21.51) (\$2.26)
CHRISTIAN	CHRISTIAN	GABRIELSON	RIDGE RD	28906		Sold	THO GADYE	+1/2/		Tefund	\$23.75
					<del>                                     </del>		C ADVL	TAX	(\$8.08)	\$0.00	(\$8.08)
HOLT, ANTHONY DREW	HOLT, ANTHONY	HOLT, BARBARA JEAN	621 OWASSA RD	MURPHY, NC 28906 235	235874134	Vehicle	FR70ADVL	TAX	(\$0.85)	\$0.00	(\$0.85)
DREW	DREW	JEAN			[	Sold	Take the same			Refund	\$819
20120					ļ ———		C ADVL	ITAX	(\$10.52)	\$0.00	(\$10.52)
JONES,	JONES, MICHAEL ALLEN			MURPHY, NC	236584098	Vehicle	FR44ADVL	TAX	(\$1.71)	\$0.00	(\$1.71)
HICHAEL ALLEN	PITCHAEL ALLEN		DR	28906	250501050	Sold	TENERAL SECTION	CAMPOND SANS		Refund	\$12.2
TORDAN DAVED	TODDAN DAVED						C ADVL	İTAX	(\$61,77)	\$0.00	(\$61.77)
ORDAN, DAVID	HOYT		127 HAMLET CIR	MURPHY, NC 28906	235078138	Vehicle Totalled	FR55ADVL	TAX	(\$5.47)	\$0.00	(\$5.47)
	1011		CIK	20300	Ì	Totalled	7.47			Refund	\$67.24
KNADD DOREDT	KNAPP, ROBERT	YNADD	1021 BILL	MURPHY, NC		Vehicle	C ADVL	TAX	(\$12.26)	\$0.00	(\$12.26)
LEWIS	LEWIS	KATHLEEN ANNE		28986	235078258	Sold	FR45ADVL	TAX	(\$1.81)	\$0.00	(\$1.81)
			Di dilezzi 160	20000		3014	1,13		The state of the s	Refund	\$14.07
MASON, SUSAN	MASON, SUSAN		467 MCMILLAN	MURPHY, NC	1	Vehicle	C ADVL	TAX	(\$8.33)	\$0.00	(\$8.33)
STOREY	STOREY		RD RD	28906	235201206	Sold	FR20ADVL	TAX	(\$0.52)	\$0.00	(\$0.52)
				1	1				R	Refund'	\$8.85
MEISER, TODD	MEISER, TODD			MURPHY, NC		Vehicle	C ADVL	TAX	(\$12.93)	\$0.00	(\$12.93)
LEONARD	LEONARD		275 FAWN LN	28906	235201158	Sold	FR70ADVL	TAX	(\$1.36)	\$0.00	(\$1.36)
					<u> </u>				Control Contro	Refund	\$14.29
MERRICK, MARY	MERRICK, MARY		213 MOUNTAIN	MURPHY, NC		Vehicle	C ADVL	TAX	(\$43.50)	\$0.00	(\$43.50)
ELLEN	ELLEN		WILLOW LN	28906	236435582	Sold	FR56ADVL	TAX	(\$3.49)	\$0.00	(\$3.49)
MUELLER,	MUELLER.		2000 11100101	<del> </del>	<del></del>				the cold of a contribute to his out of all and administrations	Refund	\$46.99
	NATASHA MARIE		3098 MURPHY HWY	BLAIRSVILLE, GA 30512	118217923	Reg . Out of state	C ADVL	TAX	(\$15.20)	\$0.00	(\$15.20)
MATANA IMILE	MATASIA PARTE	HUBBARD-	Inwi	IGA 2021Z	1	OT State		Management State	Coper Department and partners and their contract of the Contra	Refund	\$15.26
NICHOLS,	NICHOLS,	NICHOLS,	P.O. Box 544	MURPHY, NC	236435546	Vehicle	C ADVL	TAX	(\$272.92)	\$0.00	(\$272.92)
JAMIE ADAM	JAMIE ADAM	TEAVEANA	P.U. BOX 544	28906	235435545	Sold	FR50ADVL	TAX	(\$21.03)	\$0.00 Refund	(\$21.03)
		DAYANN	<del> </del>		<del> </del>		15 4014		special resident from money and another		\$293.95
NIX, JAMES	NIX, JAMES	NIX, SHIRLENE	192 NIX RD	MURPHY, NC	235342488	Vehicle	C ADVL FR45ADVL	TAX	(\$34.39) (\$5.07)	\$0.00	(\$34.39)
DAVID		STILES	The Mark Ind	28906	233342400	Sold	I MADADAL	TIAA 1955 - Park Ting Maring		\$0.00  tefund	(\$5.07) \$39.46
			<del> </del>		<del> </del>		C ADVL	TAX	(\$8.90)	and the second s	(\$8.90)
	PAYNE, RONALD		401 HOPEWELL	MURPHY, NC	236512082	Vehicle	FR30ADVL	TAX	(\$1.31)	\$0.00	(\$1.31)
MILTON	MILTON RD 28906 236512082		Sold F	THE PROPERTY OF THE PARTY OF TH	STEEL STANLES OF THE STANLES	(\$1.51)		\$10.21			

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		PEELS, CONNIE PALMER	136 SMOKEFORD RD	MURPHY, NC 28906	235499130	Vehic Sold	C ADVL	TAX	(\$256.28)	\$0.00	(\$256.28)
							FR45ADVL	TAX	(\$37.81)	\$0.00	(\$37.81)
							La degrada Ing.			Refund	\$294109
CYNTHIA	RONSANI, CYNTHIA LOUISE		238 POPLAR COVE DR	ANDREWS, NC	236662786	Tag Surrender	C ADVL	TAX	(\$166.98)	\$0.00	(\$166.98)
							FR80ADVL	TAX	(\$14.78)		(\$14.78)
LOUISE					Dui i endei				Refund	\$181.76	
CYNTHIA CY	RONSANI,			ANDREWS, NC 28901	236562808	Tag Surrender	C ADVL	TAX	(\$284.55)	\$0.00	(\$284.55)
	CYNTHIA						FR80ADVL	TAX	(\$25.19)	\$0.00	(\$25.19)
LOUISE	LOUISE						TOTAL CONTRACTOR	2.07.00		Refund	\$309.74
RONSANI,	RONSANI, CYNTHIA LOUISE			ANDREWS, NC 28901	236662814	Tag Surrender	C ADVL	TAX	(\$93.97)	\$0.00	(\$93.97)
CYNTHIA							FR80ADVL	TAX	(\$8.32)	\$0.00	(\$8.32)
LOUISE										Refund	\$102.29
STAFFORD, MICHAEL ANDREW	STAFFORD,		1419 EBENEZER RD	MURPHY, NC 28906	236435540	Vehicle Sold	C ADVL	TAX	(\$10.17)	\$0.00	(\$10.17)
	MICHAEL ANDREW						FR40ADVL	TAX	(\$0.99)	\$0.00	(\$0.99)
								Season St.		Refund	\$11,16
TODD, ROBERT		TODD, KAREN DIANE		MURPHY, NC 28906	235619320	Vehicle Sold	C ADVL	TAX	(\$136.39)	\$0.00	(\$136.39)
							FR50ADVL	TAX	(\$10.51)	\$0.00	(\$10.51)
										Refund	\$146.90
VOGT, DENNY EARL	VOGT, DENNY EARL		238 POPLAR COVE DR	ANDREWS, NC 28901	236662778	Tag Surrender	C ADVL	TAX	(\$141.32)	\$0.00	(\$141.32)
							FR80ADVL	TAX	(\$12.51)	\$0.00	(\$12.51)
										Refund	\$153.83
WARMAN, WENDALL SCOTT II	WARMAN,	IALL SCOTT	843 DOCKERY CREEK RD	MURPHY, NC 28906	236435774	Adjustment	C ADVL	TAX	(\$76.25)	(\$3.81)	(\$80.06)
	II						FR40ADVL	TAX	(\$7.37)	(\$0.37)	(\$7.74)
										Refund	\$87.80
HARRIS, TINA DIANE	WATSON- HARRIS, TINA DIANE	HARRIS, BRYAN DANIEL	877 PINEY RIDGE RD	MURPHY, NC 28906	236663040	Vehicle Sold	C ADVL	TAX	(\$41.27)	\$0.00	(\$41.27)
							FR45ADVL	TAX	(\$6.09)		(\$6.09)
										Refund	\$47.36
	WHITE,		2350 HWY 141	MARBLE, NC 28905	236435824	Vehicle Sold	C ADVL	TAX	(\$4.57)		(\$4.57)
							FR45ADVL	TAX	(\$0.67)		(\$0.67)
	WILLIAM II						Kar E			Refund	\$5.24
Sec. Villand							STATE FOR			Refund Total	\$3170.75

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

# Resolution Authorizing Sale of Real Property by Electronic Public Auction Pursuant to G.S. 160A-270

Whereas, G.S. 160A-270 authorizes the Board of Commissioners to sell real property at public auction, including electronic public auction, upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction subject to Board's acceptance of the highest bid;

Whereas, the County Manager has recommended that the property listed on the attached Exhibit A should be sold at public auction as surplus property;

Now therefore, be it resolved, by the Cherokee County Board of Commissioners that:

- 1. The property described on Exhibit A is to be deemed surplus property.
- The County Manager or his designee, (Assistant Finance Officer) is authorized to sell, by electronic auction at <u>www.auctionsinternational.com</u> beginning on <u>December 1, 2025</u> at 8:30 a.m., and ending on <u>January 17, 2026</u>, at 4:00 p.m., the surplus property described in Exhibit A.
- 3. The reserve price for the real property is \$12,000.00. Property will be sold "As Is, Where Is" and is subject to any easements, rights of way, or encumbrances of record.
- 4. Published notice of the sale solely by electronic means.
- 5. A bid deposit is not required. Payment in full must be made electronically through the Auction International website. Upon final approval by the Cherokee County Board of Commissioners, property will be transferred to successful buyer within 30 days by a North Carolina Special Warranty Deed. Cherokee County agrees to pay excise tax and deed recording fees.
- 6. The County Manager or his designee (Assistant Finance Director) is directed to have published a notice of the sale at least once and not less than 30 days before the sell. The notice may be in a newspaper having general circulation in Cherokee County or by electronic means, or both and shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to this authorizing resolution as required by G.S. 160A-270.

Adopted on this 17st day of November, 2025.

Clerk to Board

[Seal] Chairman, Board of Commissioners

# EXHIBIT A

Parcel ID# 453200994650000, Cherokee County Tax Office Address: Highland Ridge Trl, Lot 36 Angel Mountain Estate 1.04 acres

Being all of the parcel denoted in the Cherokee County Tax Department system as bearing Parcel #4532-00-99-4650-000, and being in Shoal Creek Township, Cherokee County, North Carolina, being Lot 36, Angel Mountain Estates. For further reference, see the deed recorded in Book 1786, Page 1169 thru 1171. Cherokee County Registry.