

Cherokee County Board of Commissioners
Regular Meeting Agenda

June 1, 2020

6:30 PM

- I. Call to Order**
- II. Ethics Statement** *“Members of the County Board of Commissioners are advised, hereby, of their duty under the Local Government Ethics Act”.*
- III. Invocation**
- IV. Pledge of Allegiance**
- V. Modification of Agenda**
- VI. Agenda Adoption**
- VII. Public Hearing on FY20-21 Budget**
- VIII. Public Forum**
- IX. New Business**
 - [a\) Bridge Naming Resolution Request in Honor and Memory of Judy Brooks](#)
 - [b\) Shayn Loy-Andrews Rescue Squad](#)
 - [c\) Southwestern NC Home Consortium](#)
 - d) Murphy VFD Request for Land Lease at Armory
 - [e\) Bids for EMS Station 1](#)
 - [f\) Tax Releases](#)
 - [g\) Tax Refunds](#)
 - h) NCVTS Report
 - [i\) Resolution Concerning the U.S. Forest Service Revision of the Land Management Plan for Nantahala and Pisgah Forests](#)
- X. County Manager Items**
- XI. Chairman/Commissioner Items**
- XII. Adjourn**

**RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS
REQUESTING NCDOT NAME BRIDGE #69 IN ANDREWS, NC
"IN HONOR AND MEMORY OF JUDY WEST BROOKS"**

WHEREAS, Judy West Brooks was born in Andrews, N.C. on June 1, 1943 to A.V. and Nellie Hardin West; and

WHEREAS, Judy married the love of her life, Wade Brooks (born on July 3, 1941 to Thomas Jefferson Brooks and Cordie Ledford Brooks); and

WHEREAS, Judy and Wade had one daughter, Renee Brooks McLean, born on April 23, 1967; and

WHEREAS, Judy and Wade were married for 58 years; and

WHEREAS, in her early years, Judy served as secretary of Andrews High School for five (5) years and was secretary to the plant manager at Magnavox before beginning a career in banking; and

WHEREAS, Judy began her banking career as a loan officer for Wachovia Bank; and

WHEREAS, Judy was one of the first employees to work for Carolina Community Bank and sold the original stock to begin what would later become United Community Bank; and

WHEREAS, Judy worked in the banking industry for 57 years, ending her career as Branch Manager for United Community Bank in Andrews; and

WHEREAS, Judy was a forty-year member of Andrews First Baptist Church and served on the building committee and the budget and finance committee for the church;

WHEREAS, Judy was a member of the Andrews Housing Authority, the Eastern Star, the Conaheeta Club, the Garden Club of Andrews, the board for Andrews Town Revitalization, and was a member of the republican party; and

WHEREAS, Judy actively supported the Town of Andrews and its people; and

WHEREAS, through the years, Judy was given many endearing titles; such as, Andrews' Sweetheart, Mrs. Andrews, the First Lady of Andrews, and Queen of Andrews; and

WHEREAS, Judy joyfully and faithfully served her community alongside her husband, seeking out those who were in need, and fulfilling the need; and

WHEREAS, on March 8, 2020, Judy passed on to her heavenly home, leaving behind a legacy of love and community service; and

WHEREAS, the Town of Andrews has declared March 9-13, Judy Brooks Week.

NOW, THEREFORE BE IT RESOLVED that the Cherokee County Board of Commissioners hereby respectfully request that the North Carolina Department of Transportation name bridge #69 in Andrews, NC "In honor and memory of Judy Brooks".

BE IT FURTHER RESOLVED, that a proper and dignified ceremony be held marking the occasion of the naming of bridge #69 in honor and memory of Judy Brooks on a date and time to be established by the North Carolina Department of Transportation.

Adopted the 1st day of June, 2020.

ATTEST:

Roy Dickey, Chairman
Cherokee County Board of Commissioners

Maria Hass, Clerk to the Board
Cherokee County Board of Commissioners



CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 05/21/20 TIME: _____

NAME: Shayn Loy

ADDRESS: P.O. Box 246 Andrews NC

PHONE: 828-735-3270

DETAILED REASON FOR REQUESTING TO SPEAK TO THE BOARD:

Represent Andrews Rescue Squad

REQUESTS MUST BE RECEIVED BY NOON ON THE WEDNESDAY PRIOR TO THE MEETING ON THE FOLLOWING MONDAY.

DEPENDING ON THE LENGTH OF THE AGENDA, YOUR REQUEST MAY BE POSTPONED TO A FUTURE MEETING.

BY FRIDAY BEFORE THE MONDAY MEETING, YOU WILL BE NOTIFIED BY TELEPHONE OF WHAT TIME YOU HAVE BEEN PLACED ON THE AGENDA, OR YOU CAN CALL THE COUNTY MANAGERS OFFICE AT (828) 837-5527.

ATTACHMENTS MAY BE INCLUDED



Southwestern Commission

125 Bonnie Lane
Sylva, NC 28779

Phone: 828.586.1962
Fax: 828.586.1968

regiona.org

May 8, 2020

Managers and Chairmen,

This packet is a request for your local government to join the Southwestern NC HOME Consortium. As we all attend to the immediate challenges of this time, the Southwestern Commission continues our work on long-range issue, such as housing, that affect the quality of life of the citizens of our region.

Forming the Southwestern NC HOME Consortium will enable us to access approximately \$600,000 annually in funds from HUD's HOME program, to help alleviate the housing issue in our region. Joining the consortium does not cost your local government any money.


This packet includes:

- A draft resolution for your board to adopt
- A consortium agreement to be signed and returned to the Southwestern Commission
- A Frequently Asked Questions document to explain the program

A signed agreement of the 24 member governments of the Southwestern Commission is due to HUD by June 30th, 2020 so we are asking that you please return the signed agreement to the Southwestern Commission by June 15th, 2020.

Please don't hesitate to reach out to me if you have any questions. You can email me at sarah@regiona.org or call me at 828-508-1796.

Sincerely,


Sarah Thompson
Executive Director
Southwestern Commission

Southwestern Commission does not discriminate on the basis of age, sex, race, marital status, color, religion, national origin or disability

Cherokee County
Andrews
Murphy

Clay County
Hayesville

Graham County
Robbinsville
Lake Santeetlah
Fontana Dam

Haywood County
Canton
Clyde
Maggie Valley
Waynesville

Jackson County
Dillsboro
Forest Hills
Sylva
Webster

Macon County
Franklin
Highlands

Swain County
Bryson City

**Eastern Band
of Cherokee
Indians**

**RESOLUTION OF THE COUNTY OF CHEROKEE
APPROVING PARTICIPATION OF THE COUNTY OF CHEROKEE
IN THE "SOUTHWESTERN NC HOME CONSORTIUM"
AND
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AND EXECUTE
A HOME INVESTMENT PARTNERSHIP ACT CONSORTIUM AGREEMENT**

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership Program; and

WHEREAS, a provision of the HOME Program is that multiple governmental bodies may join together to form a consortium and thereby qualify for a HOME formula grant; and

WHEREAS, Haywood County (Lead Entity) and the Southwestern NC Planning and Economic Development Commission (Administrative Agent) have proposed that such a consortium will facilitate regional and intergovernmental cooperation and the accomplishment of common goals and objectives;

NOW THEREFORE, BE IT RESOLVED that the Board of the Cherokee County Commissioners authorizes the County Manager to negotiate and execute the "HOME Investment Partnership Act Consortium Agreement", substantially in the form as attached herewith, subject to approval of the ^{Town}~~County~~ Attorney as to form and legality.

ADOPTED this the _____ day of _____, 2020.

SIGNED: _____
Chairman

ATTEST: _____
County Clerk

SOUTHWESTERN NC HOME CONSORTIUM

**JOINT COOPERATION AGREEMENT
FOR
HOME INVESTMENT PARTNERSHIP ACT**

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the County of Haywood (herein called the "Lead Entity"), County of Cherokee, County of Clay, County of Graham, County of Jackson, County of Macon, and County of Swain (herein called the Counties) and all other municipalities within Haywood County (including Canton, Clyde, Maggie Valley and Waynesville), Cherokee County (including Andrews and Murphy), Clay County (including Hayesville), Graham County (including Lake Santeetlah, Robbinsville and Fontana Dam), Jackson County (including Dillsboro, Forest Hills, Sylva and Webster), Macon County (including Franklin and Highlands) and Swain County (including Bryson City), herein known as Members, said parties to the agreement being geographically contiguous units of general local government of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzales National Affordable Housing Act of 1990 (herein called the "Act") makes provisions whereby units of general local government may enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program (HOME Program); and

WHEREAS, it is the desire of the parties that the Lead Entity will act in a representative capacity for the Members as well as itself. The Members desire that the Lead Entity assume overall responsibility for ensuring that the Consortium is carried out in compliance with the requirements of the Act, state and federal regulations' program requirements and the Consolidated Plan for the Consortium. The Lead Entity through written agreement is utilizing the Southwestern NC

Planning and Economic Development Commission (Administrative Agent) to assist in carrying out the daily administration responsibilities of the Consortium. That written agreement specifies the duties and responsibilities of the Administrative Agent to carry out the administrative and other functions necessary, required and desirable to fulfill the requirements of the Act, its regulations, United States Department of Housing and Urban Development directives and state and federal law.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program. The Members hereby authorize the Lead Entity to apply for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all Members for purposes of the HOME program.

2. The Members hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt and disbursement of HOME funds and repayments.

3. The Lead Entity and Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing information to the Lead Entity. The Members shall execute and submit the required certifications, and shall prepare and submit plans for monitoring compliance with the Consolidated Plan. The Lead Entity, through the Administrative Agent, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350.

4. The Lead Entity and each Member shall be responsible for providing matching funds required by federal regulations for any funds allocated for that jurisdiction. No Member shall refuse to provide matching funds required

by its projects for the period of time that the participation of that Member is required in the Consortium by HUD regulations and this Agreement. Each Member shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by Lead Entity as a result of the failure of any Member to provide the matching funds. Matching funds will not be required when the Member does not have a project within its jurisdiction.

5. The Consortium agrees, that unless this requirement is suspended by HUD, that a minimum of fifteen percent (15%) of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501(c)(3) tax status as required by federal law.

6. The Lead Entity and the Administrative Agent will be paid an administrative fee totaling ten percent (10%) of the overall HOME funds allocation for the performance of their duties administering the HOME program in accordance with the applicable requirements of 24 CFR part 92. Said fee will be shared between the parties as stipulated in a separate administrative agreement. Only costs associated with the management and administration of the HOME program will be charged against HOME administrative allocations.

7. The Members do hereby agree to inform the Lead Entity through the Administrative Agent, in writing, of any income generated by the expenditure of HOME funds received by the Members, and that such program income must be paid to the Lead Entity for deposit into the Trust Fund or may be retained by the Members only if its use is defined in a separate agreement and approved by the United State Department of Housing and Urban Development.

8. The Members and Lead Entity shall affirmatively advance fair housing. And make all benefits of the program available in accordance with fair housing regulations.

9. The Members, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.

10. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any person not a party to this agreement.

11. The terms of this agreement will cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years. The units of general local government which join the Consortium will remain in the Consortium for this entire period. The qualification period is Federal Fiscal Years 2021 -2023. The time for which this agreement remains in effect is until the HOME funds from each of the Federal Fiscal Years set out above are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

12. This agreement will automatically renew for participation in successive three-year qualification periods. By the date specified in HUD's consortia designation notices, the Consortium's Lead Entity, through the Administrative Agent, will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods. A copy of the notification to each jurisdiction must be sent to the HUD Field Office by the date specified in the consortia designation notice. The Lead Entity shall have the authority to amend the HOME consortium agreement on behalf of the consortium's members. The Lead Entity will incorporate all changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and failure to comply will void the automatic renewal of the consortia agreement.

13. The Members and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the United States Department of Housing and Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.

14. Should disputes arise between any participants in the Consortium resulting in legal action, such actions shall be filed in the appropriate courts of

Haywood County. All parties hereto located in Counties outside Haywood County specifically waive any alternate venue.

15. The program start date for the Consortium is July 1, 2021 – June 30, 2022, and all units of general local government are on the same program year.

16. A Consortium Committee has been formed with one representative from each Member. The Consortium Committee will meet quarterly to receive Consortium updates and to review progress made towards Consolidated Plan goals. The Lead Entity, through the Administrative Agent, shall establish all policies, determine funding allocations, and control all activities of the consortium. The Administrative Agent will accept project recommendations from all HOME consortium members, but reserves the right to make final funding decisions consistent with the Consolidated Plan.

IN WITNESS WHEREOF, the Lead Entity and the Members have caused this Agreement to be executed by a duly authorized officer of each party.

SOUTHWESTERN NC HOME CONSORTIUM

**JOINT COOPERATION AGREEMENT
FOR
HOME INVESTMENT PARTNERSHIP ACT**

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the County of Haywood (herein called the "Lead Entity"), County of Cherokee, County of Clay, County of Graham, County of Jackson, County of Macon, and County of Swain (herein called the Counties) and all other municipalities within Haywood County (including Canton, Clyde, Maggie Valley and Waynesville), Cherokee County (including Andrews and Murphy), Clay County (including Hayesville), Graham County (including Lake Santeetlah, Robbinsville and Fontana Dam), Jackson County (including Dillsboro, Forest Hills, Sylva and Webster), Macon County (including Franklin and Highlands) and Swain County (including Bryson City), herein known as Members, said parties to the agreement being geographically contiguous units of general local government of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

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WHEREAS, it is the desire of the parties that the Lead Entity will act in a representative capacity for the Members as well as itself. The Members desire that the Lead Entity assume overall responsibility for ensuring that the Consortium is carried out in compliance with the requirements of the Act, state and federal regulations' program requirements and the Consolidated Plan for the Consortium. The Lead Entity through written agreement is utilizing the Southwestern NC

Planning and Economic Development Commission (Administrative Agent) to assist in carrying out the daily administration responsibilities of the Consortium. That written agreement specifies the duties and responsibilities of the Administrative Agent to carry out the administrative and other functions necessary, required and desirable to fulfill the requirements of the Act, its regulations, United States Department of Housing and Urban Development directives and state and federal law.

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IN WITNESS WHEREOF, the Lead Entity and the Members have caused this Agreement to be executed by a duly authorized officer of each party.

COUNTY OF _____

By: _____
Chairman, Board of Commissioners

ATTESTED:

By: _____

SEAL

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of _____ County and State of North Carolina, certify that _____ personally came before me this day and acknowledge that he/she is _____ of the County Board of Commissioners, a North Carolina body corporate, and that by authority duly given and as the act of the _____ County Board of Commissioners, the foregoing instrument was signed in its name and by its Chairman of Board of Commissioners, sealed with its corporate seal and attested by himself/herself as its _____.

Witness my hand and seal this _____ day of _____, 20____.

_____, (Signature)

_____, Notary Public

(Printed Name)

SEAL

My Commission Expires: _____

APPROVED AS TO FORM:

_____, (Signature)

_____, (Printed Name)

Attorney for _____ County Board of Commissioners

SOUTHWESTERN NC HOME CONSORTIUM

FREQUENTLY ASKED QUESTIONS

What is the Home Investment Partnership Program?

The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

HOME funds are awarded annually as formula grants to participating jurisdictions. The program's flexibility allows States and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits.

In what ways can HOME funds be used?

HOME funds can be used in a variety of ways to support a consortium's homeownership activities: home-owner occupied rehabilitation programs, direct homebuyer assistance (down payment and/or closing costs), development of for-sale housing and low-income rental housing, rental assistance, or for other reasonable and necessary expenses related to the development of non-luxury housing including site acquisition or improvement, and demolition of dilapidated housing.

What are the income requirements for eligible beneficiaries?

The eligibility of households for HOME assistance varies with the nature of the funded activity. For rental housing and rental assistance, at least 90% of the benefitting families must have incomes that are no more than 60% of the HUD-adjusted median family income for the area. In rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of the HUD-adjusted median. The incomes of households receiving HUD assistance must not exceed 80% of the area median. HOME income limits are published each year by HUD.

Why is there a need to form a Consortium?

Generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs.

States are automatically eligible for HOME funds and receive their formula allocation or \$3million, whichever is greater. Local jurisdictions eligible for at least \$500,000 under the formula also can receive a direct allocation. The formula allocation considers the relative inadequacy of each jurisdiction's housing supply, its incidence of poverty, its fiscal distress, and other factors.

Those communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding.

Those communities who do not receive a direct allocation or who are not part of a consortium can participate in HOME by applying for program funds made available by their State. In North Carolina the HOME program funds are made available through the North Carolina Housing Finance Agency (NCHFA). It should be noted, that the same communities that receive direct allocations and those that receive allocations through a consortium can also access the NCHFA programs.

What will be the HOME funding level for the consortium?

Under current funding levels the proposed consortium would have funding of approximately \$670,000. The net funding level after deducting administrative fees used to run the program would be approximately \$600,000.

Will there be a match requirement for participating local jurisdictions?

There are two match requirements both of which potentially will not require local jurisdiction participation:

During the first year of the program a new consortium must meet the difference between its formula allocation (approximately \$670,000) and the first-time participation threshold of \$750,000, with local funds and/or non-federal funds. The Southwestern Commission is working with the Dogwood Health Trust's Leverage Fund, which will provide the initial \$80,000 match for the region.

There is also a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The

25% match will be the responsibility of the recipient accessing the funds on a project by project basis.

No money is required from local governments to join the consortium.

Will there be a need for a consolidated plan?

Yes. Forming a consortium enables local governments to work together to develop collaborative approaches to local and regional housing needs that cross town and county lines. Prior to receiving HOME funds every consortium must develop a three to five-year consolidated plan that will describe community needs, resources, priorities, and proposed activities to be undertaken with the HOME program funding.

What will be the governance structure of the consortium?

- Consortium Members

The proposed consortium will consist of the seven counties and seventeen towns representing Region A in southwestern North Carolina: the counties of Cherokee (including the towns of Andrews and Murphy), Clay (including the town of Hayesville), Graham (including the towns of Lake Santeetlah, Fontana Dam, and Robbinsville), Haywood (including the towns of Canton, Clyde, Maggie Valley and Waynesville), Jackson (including the towns of Dillsboro, Forest Hills, Sylva and Webster), Macon (including the towns of Franklin and Highlands) and Swain (including the town of Bryson City).

- Lead Entity

A consortium can organize and govern themselves as they choose, however, they must designate one jurisdiction as the "lead entity" and must execute a legally binding consortium agreement that formally organizes the consortium. The lead entity retains primary responsibility for ensuring consortium compliance with all HOME Program rules and reporting to HUD. The lead entity must have the capacity to administer program requirements either directly or jointly with another entity. The lead entity in the proposed consortium will be Haywood County.

- Administrative Agent

As the lead entity, Haywood County will enter into a written agreement with the Southwestern Commission (Administrative Agent) to carry out most of the administrative responsibilities of the HOME program. The Administrative Agent will accept project recommendations from all HOME consortium members and will make final funding decisions consistent with the Consolidated Plan.

SOUTHWESTERN NC HOME CONSORTIUM

FREQUENTLY ASKED QUESTIONS

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HOME funds are awarded annually as formula grants to participating jurisdictions. The program's flexibility allows States and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits.

In what ways can HOME funds be used?

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What will be the HOME funding level for the consortium?

Under current funding levels the proposed consortium would have funding of approximately \$670,000. The net funding level after deducting administrative fees used to run the program would be approximately \$600,000.

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There are two match requirements both of which potentially will not require local jurisdiction participation:

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What will be the governance structure of the consortium?

- Consortium Members

The proposed consortium will consist of the seven counties and seventeen towns representing Region A in southwestern North Carolina: the counties of Cherokee (including the towns of Andrews and Murphy), Clay (including the town of Hayesville), Graham (including the towns of Lake Santeetlah, Fontana Dam, and Robbinsville), Haywood (including the towns of Canton, Clyde, Maggie Valley and Waynesville), Jackson (including the towns of Dillsboro, Forest Hills, Sylva and Webster), Macon (including the towns of Franklin and Highlands) and Swain (including the town of Bryson City).

- Lead Entity

A consortium can organize and govern themselves as they choose, however, they must designate one jurisdiction as the "lead entity" and must execute a legally binding consortium agreement that formally organizes the consortium. The lead entity retains primary responsibility for ensuring consortium compliance with all HOME Program rules and reporting to HUD. The lead entity must have the capacity to administer program requirements either directly or jointly with another entity. The lead entity in the proposed consortium will be Haywood County.

- Administrative Agent

As the lead entity, Haywood County will enter into a written agreement with the Southwestern Commission (Administrative Agent) to carry out most of the administrative responsibilities of the HOME program. The Administrative Agent will accept project recommendations from all HOME consortium members and will make final funding decisions consistent with the Consolidated Plan.

- Consortium Committee

The consortium committee will have one representative from each member of the consortium and will meet quarterly to receive consortium updates and to review progress made towards consolidated plan goals.

When will the program start?

The program start date for the consortium will be July 1, 2021 for the three-year period 2021 to 2023. The agreement will automatically renew for participation in successive three-year periods.

Please return the signed consortium agreement, using the envelope in your packet, by June 15th, 2020

Please direct any questions to Sarah Thompson, Southwestern Commission Executive Director, sarah@regiona.org 828-508-1796

**RESOLUTION OF THE COUNTY OF CHEROKEE
APPROVING PARTICIPATION OF THE COUNTY OF CHEROKEE
IN THE "SOUTHWESTERN NC HOME CONSORTIUM"
AND
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AND EXECUTE
A HOME INVESTMENT PARTNERSHIP ACT CONSORTIUM AGREEMENT**

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership Program; and

WHEREAS, a provision of the HOME Program is that multiple governmental bodies may join together to form a consortium and thereby qualify for a HOME formula grant; and

WHEREAS, Haywood County (Lead Entity) and the Southwestern NC Planning and Economic Development Commission (Administrative Agent) have proposed that such a consortium will facilitate regional and intergovernmental cooperation and the accomplishment of common goals and objectives;

NOW THEREFORE, BE IT RESOLVED that the Board of the Cherokee County Commissioners authorizes the County Manager to negotiate and execute the "HOME Investment Partnership Act Consortium Agreement", substantially in the form as attached herewith, subject to approval of the Town Attorney as to form and legality.

ADOPTED this the _____ day of _____, 2020.

SIGNED: _____
Chairman

ATTEST: _____
County Clerk

CERTIFIED BID TABULATION
JACKSON STREET CHEROKEE EMS SITE
CHEROKEE COUNTY

				Wells & West, Inc. P.O. Box 129 Murphy, NC 28906		Laney Construction Company, Inc. 433 Sidney Morris Road Murphy, NC 28906	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DIVISION 1							
1	Grading, Erosion Control, Stormwater Improvements, Site Improvements, Building Construction, all Internal Appurtenances, and Package Lift Station	1	LS	\$1,355,000.00	\$1,355,000.00	\$1,358,610.00	\$1,358,610.00
DIVISION 1 TOTAL					\$1,355,000.00		\$1,358,610.00
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DIVISION 2							
1	8" DIP Sanitary Sewer	450	LF	\$131.00	\$58,950.00	\$135.00	\$60,750.00
2	4' Dia. manholes - standard	9	EA	\$3,360.00	\$30,240.00	\$3,400.00	\$30,600.00
3	Replace existing 4' Dia. manhole	1	EA	\$4,725.00	\$4,725.00	\$4,500.00	\$4,500.00
4	Sanitary sewer service Tap, complete	8	EA	\$1,680.00	\$13,440.00	\$1,800.00	\$14,400.00
5	Submersible sewer pump station, complete and as shown on plans; pumps, internal wetwell piping, and electrical wiring/control items are not included in scope of work	1	LS	\$50,715.00	\$50,715.00	\$52,500.00	\$52,500.00
6	4" DR11 Sanitary sewer forcemain, installed by open cut, in same trench as Bid Item 7	740	LF	\$58.00	\$42,920.00	\$59.50	\$44,030.00
6A	4" DR11 Sanitary sewer forcemain, installed by HDD, pulled in same drill as Bid Item 7A	740	LF	\$58.00	\$42,920.00	\$59.50	\$44,030.00
7	2" DR11 Sanitary sewer forcemain, installed by open cut, in same trench as Bid Item 6	735	LF	\$11.00	\$8,085.00	\$12.00	\$8,820.00
7A	2" DR11 Sanitary sewer forcemain, installed by HDD, pulled in same drill as Bid Item 6A	735	LF	\$11.00	\$8,085.00	\$12.00	\$8,820.00
8	4" Forcemain connection to 8" sewer main per detail, including cleanout	1	EA	\$1,840.00	\$1,840.00	\$2,000.00	\$2,000.00
9	Sewer forcemain combination air valve, complete	1	EA	\$8,925.00	\$8,925.00	\$9,000.00	\$9,000.00
10	2" sewer forcemain connection to grinder pump station	1	EA	\$945.00	\$945.00	\$1,000.00	\$1,000.00
11	Asphalt trench repair, excluding overlay, per detail	220	LF	\$95.00	\$20,900.00	\$90.00	\$19,800.00
12	2" I-2 surface course asphalt overlay	325	SY	\$26.25	\$8,531.25	\$25.00	\$8,125.00
13	CABC (road shoulders, parking areas)	100	TN	\$52.50	\$5,250.00	\$52.00	\$5,200.00
14	Asphalt drive repair per detail	30	LF	\$79.00	\$2,370.00	\$85.00	\$2,550.00
15	Gravel drive repair per detail	50	LF	\$37.00	\$1,850.00	\$35.00	\$1,750.00
16	Miscellaneous concrete	5	CY	\$420.00	\$2,100.00	\$400.00	\$2,000.00
17	Washed stone pipe embedment, per detail	200	LF	\$9.50	\$1,900.00	\$8.00	\$1,600.00
18	Rock excavation	50	CY	\$90.00	\$4,500.00	\$100.00	\$5,000.00
19	Select backfill, as directed or approved	50	CY	\$52.50	\$2,625.00	\$50.00	\$2,500.00
DIVISION 2 TOTAL					\$321,816.25		\$328,975.00
GRAND TOTAL					\$1,676,816.25		\$1,687,585.00



This is to certify that the bids tabulated herein were publicly opened and read aloud at 10:00 a.m. on the 18th day of May 2020, in the Cherokee County offices in Murphy, North Carolina.



CHEROKEE COUNTY TAX COLLECTOR
REQUESTS FOR RELEASE

05/12/2020 thru 05/26/2020 RELEASES ALREADY APPROVED

Taxpayer Name	Year	Bill#	Tax Amt	Reason
EDWARD CARROLL	2011	4903	99.91	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2013	5041	75.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2014	5142	75.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2015	5164	75.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
CK ELECTRIC	2019	4603	38.67	PER CHRISTOPHER KEELING THIS BUSINESS CLOSED OVER 10 YEARS AGO
CK ELECTRIC	2018	37598	35.16	PER CHRISTOPHER KEELING THIS BUSINESS CLOSED OVER 10 YEARS AGO
MIKE LEO HOKE	2016	15792	12.89	2000 SEA DOO 14' MOVED OUT OF COUNTY PRIOR TO 2015
MIKE LEO HOKE	2017	15949	12.77	2000 SEA DOO 14' MOVED OUT OF COUNTY PRIOR TO 2015
MIKE LEO HOKE	2018	15230	13.58	2000 SEA DOO 14' MOVED OUT OF COUNTY PRIOR TO 2015
MIKE LEO HOKE	2019	15933	12.00	2000 SEA DOO 14' MOVED OUT OF COUNTY PRIOR TO 2015
SOUTHERN TIRE	2013	30780	34.61	RESEARCHED FOR YEARS - UNCOLLECTABLE
SOUTHERN TIRE	2012	31437	31.46	RESEARCHED FOR YEARS - UNCOLLECTABLE
SOUTHERN TIRE	2011	36402	21.18	RESEARCHED FOR YEARS - UNCOLLECTABLE
NATIVE TOUCH	2016	24261	55.74	RESEARCHED FOR YEARS - UNCOLLECTABLE
NATIVE TOUCH	2015	23997	50.67	RESEARCHED FOR YEARS - UNCOLLECTABLE
NATIVE TOUCH	2014	24039	46.07	RESEARCHED FOR YEARS - UNCOLLECTABLE
TRAB J R SIDING	2012	33824	51.29	RESEARCHED FOR YEARS - UNCOLLECTABLE
ALEXANDER'S APPLIANCE	2010	36300	9.02	RESEARCHED FOR YEARS - UNCOLLECTABLE
CYCLE-LOCO	2010	7277	7.55	RESEARCHED FOR YEARS - UNCOLLECTABLE
ALLEN DIVERSIFIED INC/DBA FAMILY TRADITION HOMES	2010	477	7.29	RESEARCHED FOR YEARS - UNCOLLECTABLE
THREE PALMS ISLE LLC	2010	36128	10.59	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHAMROCKS	2010	36238	10.59	RESEARCHED FOR YEARS - UNCOLLECTABLE
L&C METALS	2010	18143	12.41	RESEARCHED FOR YEARS - UNCOLLECTABLE
COLD CREEK CUSTOM CREATIONS	2010	36610	11.28	RESEARCHED FOR YEARS - UNCOLLECTABLE
21 TENN LLC	2011	3	11.65	RESEARCHED FOR YEARS - UNCOLLECTABLE
21 TENN LLC	2010	36611	10.59	RESEARCHED FOR YEARS - UNCOLLECTABLE
NEED TO KNOW BACKGROUND SEARCH	2012	24679	18.57	RESEARCHED FOR YEARS - UNCOLLECTABLE
NEED TO KNOW BACKGROUND SEARCH	2011	23268	12.41	RESEARCHED FOR YEARS - UNCOLLECTABLE
NEED TO KNOW BACKGROUND SEARCH	2010	36263	11.28	RESEARCHED FOR YEARS - UNCOLLECTABLE
WILD BILL'S TRUCK & TRAILER	2010	34202	13.17	RESEARCHED FOR YEARS - UNCOLLECTABLE
TRI STATE LAND TITLE	2010	32056	13.66	RESEARCHED FOR YEARS - UNCOLLECTABLE
CAL'S CONSTRUCTION INC	2010	4366	14.48	RESEARCHED FOR YEARS - UNCOLLECTABLE
MIKE'S TIRE & REPAIR	2010	21651	16.81	RESEARCHED FOR YEARS - UNCOLLECTABLE
MAYHEW MICHELLE CONST. CO	2010	20665	20.14	RESEARCHED FOR YEARS - UNCOLLECTABLE
BUILDING PERCEPTIONS, INC	2012	4439	24.95	RESEARCHED FOR YEARS - UNCOLLECTABLE
BUILDING PERCEPTIONS, INC	2011	4048	15.94	RESEARCHED FOR YEARS - UNCOLLECTABLE
BUILDING PERCEPTIONS, INC	2010	3967	14.48	RESEARCHED FOR YEARS - UNCOLLECTABLE
ELECTRIC KARMA TATTOO	2012	10516	27.46	RESEARCHED FOR YEARS - UNCOLLECTABLE
ELECTRIC KARMA TATTOO	2011	9509	17.53	RESEARCHED FOR YEARS - UNCOLLECTABLE
ELECTRIC KARMA TATTOO	2010	9388	15.94	RESEARCHED FOR YEARS - UNCOLLECTABLE
COVENANT CARE HOME	2011	6719	29.62	RESEARCHED FOR YEARS - UNCOLLECTABLE

**CHEROKEE COUNTY TAX COLLECTOR
REQUESTS FOR RELEASE**

COVENANT CARE HOME	2010	6616	27.02	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHERILL'S LAUNDROMAT	2014	29821	35.97	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHERILL'S LAUNDROMAT	2013	29705	32.70	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHERILL'S LAUNDROMAT	2012	30356	29.73	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHERILL'S LAUNDROMAT	2011	28893	20.01	RESEARCHED FOR YEARS - UNCOLLECTABLE
SHERILL'S LAUNDROMAT	2010	28684	18.19	RESEARCHED FOR YEARS - UNCOLLECTABLE
ALLORE JEFF	2019	38209	17.17	1985 SEA RAY SEVILLE 18' MOVED OUT OF STATE PRIOR TO 2019
JUDY DYER RENTAL	2019	38039	14.47	HOME WAS NOT RENTED IN 2019, HOME WAS FOR SALE.
DANIEL & JULIA JOHNSON	2019	17498	20.62	HOMEMADE HOUSEBOAT WASN'T ON DUKE'S HIDEAWAY MARINA LIST FOR 2019 OR 2020
TOTAL RELEASES ALREADY APPROVED			<u>1,314.29</u>	

05/12/2020 thru 5/26/2020 RELEASES NEEDING APPROVAL

EDWARD CARROLL	2019	5184	105.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2018	21402	105.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2017	5270	105.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2016	5138	105.00	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2012	5361	106.33	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
EDWARD CARROLL	2010	4815	101.85	RESEARCHED FOR YEARS - NOT COLLECTABLE - DECEASED AND UNLIVEABLE
JOHN B CHASTAIN JR & WB CHASTAIN	2019	200270	429.05	PUV REINSTATED
JOHN B CHASTAIN JR & WB CHASTAIN	2019	200269	429.05	PUV REINSTATED
JOHN B CHASTAIN JR & WB CHASTAIN	2019	200268	429.05	PUV REINSTATED
JOHN B CHASTAIN JR & WB CHASTAIN	2019	200267	429.05	PUV REINSTATED
TOTAL RELEASES NEEDING APPROVAL			<u>2,344.38</u>	

RUN DATE: 5/27/2020 9:21 AM

CHEROKEE COUNTY REFUND REPORT

NAME	BILL NUMBER	AMOUNT	OPER	DATE TIME
33175 HELTON HAROLD E & W/ HELTON VIVIAN G 185 SUNSET LN	2019-15099 RP: 457007774842000	2051.36	kathy	5/26/2020 3:20:37 PM
MURPHY, NC 28906	REVERSE MORTGAGE PD ALREADY PAID REFUND RECIPIENT: UNITED STATES TREASURY P.O. BOX 51320 PHILADELPHIA PA 19115			
38898 MILLER PORTER R L/E MILLER ALICIA D 24 ALPINE SHORES LN	2019-23232 RP: 455002977170000	180	kathy	5/20/2020 4:02:09 PM
TOPTON, NC 28781	PREVIOUSLY BY OTHER ESCROW COMPANY LERETA PD REFUND RECIPIENT: NATIONSTAR MORTGAGE LLC DBA MR COOPER 901 CORPORATE CEBTER DRIVE POMONA CA 91768			
38898 MILLER PORTER R L/E MILLER ALICIA D 24 ALPINE SHORES LN	2019-23232 RP: 455002977170000	21.58	kathy	5/20/2020 4:05:47 PM
TOPTON, NC 28781	MORTGAGE CO PAID BY MISTAKE LERETA PD REFUND RECIPIENT: NATIONSTAR MORTGAGE LLC DBA MR COOPER 901 CORPORATE CENTER DRIVE POMONA CA 91768			
38351 MT MORIAH BAPTIST CHURCH	2018-35214 RP: 442900578380000	194.66	HUGO	5/26/2020 3:38:44 PM
	PREVIOUSLY RELEASED FOR EXEMPTION			

1032 MARRESTOP RD

MURPHY, NC 28906

VISA REC# 316350105
REFUND RECIPIENT:

38351	2018-35214	RP: 442900578380000	5.84	HUGO	5/26/2020 3:40:20 PM
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MT MORIAH BAPTIST CHURCH

PREVIOUSLY RELEASED FOR
EXEMPTION

1032 MARRESTOP RD

MURPHY, NC 28906

VISA REC# 316349017
REFUND RECIPIENT:

38351	2019-24087	RP: 442900578380000	197.5	HUGO	5/26/2020 3:41:47 PM
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MT MORIAH BAPTIST CHURCH

PREVIOUSLY RELEASED FOR
EXEMPTION

1032 MARRESTOP RD

MURPHY, NC 28906

VISA REC# 418777279
REFUND RECIPIENT:

TOTAL REFUNDS PRINTED:	2,650.94
TOTAL VOID REFUNDS:	0.00
TOTAL:	2,650.94

Resolution on the Revision of the Land Management Plan for the Nantahala and Pisgah National Forests

WHEREAS, the US Forest Service is in the process of proposing revisions to the Land Management Plans for the Nantahala and Pisgah National Forests and that plan is currently in the public comment period; and

WHEREAS, the US Forest Service is proposing to designate 18,501 additional acres in Cherokee County for inclusion in the National Wilderness Preservation System; and

WHEREAS, the US Forest Service is proposing to designate an additional 29,156 acres on Tusquitee Bald falling in Cherokee, Clay, and Macon counties for inclusion in the National Wilderness Preservation System; and

WHEREAS, as a means of comparison, the size of Lake Hiawassee is only 6,000 acres; and

WHEREAS, these parcels are a portion of 362,411 acres in western North Carolina proposed for inclusion in the National Wilderness Preservation System; and

WHEREAS, inclusion of lands in the Federal Wilderness Protection System means a complete ban on all-terrain vehicles (ATVs), mountain bikes, horses, motorized vehicles, and all types of recreation except hiking and back country camping; and

WHEREAS, inclusion of lands in the Federal Wilderness Protection System means more regulation and restrictions on access, recreation, timber management, and hunting; and

WHEREAS, inclusion of lands in the Federal Wilderness Protection System results in the sequestration of vast land areas on which a large variety of human recreational activities are unnecessarily prohibited thereby effectively stealing these lands from United States citizens who nominally own them; and

WHEREAS, sequestration of public land with resulting restrictions on public use is the primary purpose of The Wildlands Project, originally proposed to Congress in 1994 and defeated in the Senate after a presentation by Texas Senator Kay Bailey Hutchinson showing a map in which most of the United States and in which Cherokee County, NC, is designated a "non-human" zone (see attachment).

THEREFORE:

The Commissioners of Cherokee County, North do hereby make the following official resolution:

1. The Cherokee County Commission is opposed to the inclusion of any additional land in Cherokee County, NC, in the National Wilderness Preservation System as proposed by the US Forest Service.
2. Although we have no authority to speak for other counties, the Cherokee County Commission is opposed to the inclusion of any additional land in western North Carolina in the National Wilderness Preservation System as proposed by the US Forest Service.
3. Cherokee County also respectfully requests that Congress release the following designated areas from Wilderness Study Area status:
 - Craggy Wilderness Study Area
 - Harper's Creek Wilderness Study Area
 - Lost Cove Wilderness Study Area
 - Overflow Creek Wilderness Study Area
 - Snowbird Wilderness Study Area
4. We further state that the inclusion of public and/or private land in the National Wilderness Preservation System and the regulation of that land, so as to cause a restriction of its public and/or its private enjoyment and use, is contrary to the principle of private property rights secured and protected by our Constitution.

Adopted this 1st day of June, 2020.

Roy Dickey, Chairman

Attest:

Maria Hass, Clerk to the Board