

COUNTY OF CLEVELAND, NORTH CAROLINA
AGENDA FOR THE REGULAR COMMISSION MEETING

February 6, 2018

6:00 PM

County Commissioners Chambers

-
- **Call to Order and Determination of a Quorum** - Commission Chair
 - **Pledge of Allegiance and Invocation** (Please stand for the Pledge of Allegiance and remain standing for the Invocation)
 - **Recognition of Elected Officials**
 - **Recognition of Veterans**
 - **Recognition of Law Enforcement**
 - **Recognition of County Department Heads**

1. MOTION TO ADOPT THE PROPOSED AGENDA

(Only emergency items shall be added to the agenda. Upon approval of the Commission Chair and County Commission, the item will be added.)

SPECIAL PRESENTATION

- 2.** Retirement of Cleveland County Deputy Scott Chapman

Eddie Holbrook, Chairman

- 3.** Farm to City Update

Andrew Scruggs, Area Extension Agent
NC Cooperative Extension

4. CITIZEN RECOGNITION

The citizen recognition portion of the meeting is an opportunity for persons wishing to appear before the Commission to do so. Each presentation will be limited to three (3) minutes. The Board is interested in hearing citizen concerns, yet speakers should not

expect comment, action, or deliberation on subject matter brought up during this segment. Topics requiring further investigation will be referred to the appropriate county agency.

5. CONSENT AGENDA

Motion to approve the following Consent Agenda items: (Consent items will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner.)

- A. **Minutes** Minutes from the January 8, 2018 Special Called Commissioners Meeting and the January 16, 2018 Regular Commissioners Meeting
- B. **Unseal Minutes** Unseal the Minutes from the January 8, 2018 Closed Session.
- C. **Health
Department** Budget Amendment (BNA#031)
- D. **Library** Budget Amendment (#032)
- E. **Public Safety** Budget Amendment (BNA#033)
- F. **Tax
Administration** Set Public Hearing for Small Business Incentive Grant for A&K Williams Enterprises, LLC.
- G. **Tax
Administration** Set Public Hearing for Small Business Incentive Grant for Roland Grace Farms, LLC.

PUBLIC HEARINGS

After the public hearing has been opened, persons wishing to speak "for" or "against" the proposition will be asked to come forward and first state his or her name and address. All comments from the public are to be directed to the board. There are no comments directed at other members of the audience. If a speaker has a question, that question is to be directed to the Chair. No one will be allowed to speak at the hearing more than once unless the Chair recognizes a speaker a second time for rebuttal of information brought forth after the speaker has spoken. The original presentation by a speaker will be limited to no more than five (5) minutes. The rebuttal presentation will be limited to no more than three (3) minutes.

- 6. Planning Department: Rezoning Case 18-01; Parcel 27384

Chris Martin, Senior Planner

REGULAR AGENDA

7. Indoor Sports Complex Partnership
Willie Green, President/CEO
5-Star Athlete, Inc.
8. Lawndale Inter-local Agreement
Chris Martin, Senior Planner
9. Volunteer Fire Department Strategic Plan Update
Perry Davis, Emergency Management Director

CLOSED SESSION

10. Closed session per NCGS 143-318.11(a)(3) to consult with the County Attorney on a potential legal matter
Eddie Holbrook, Chairman

COMMISSIONER REPORTS

RECESS TO RECONVENE

Recess to reconvene to Thursday, February 8th at 1:00pm at the Le Grand Center located at 1800 E. Marion Street, Shelby for a Commissioners Work Session.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Retirement of Cleveland County Deputy Scott Chapman

Department:

Agenda Title: Retirement of Cleveland County Deputy Scott Chapman

Agenda Summary: Eddie Holbrook, Chairman

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Farm to City Update

Department:

Agenda Title: Farm to City Update

Agenda Summary: Andrew Scruggs, Area Extension Agent
NC Cooperative Extension

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Citizen Recognition

Department:

Agenda Title:

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Minutes

Department: Minutes

Agenda Title: Minutes from the January 8, 2018 Special Called Commissioners Meeting and the January 16, 2018 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 01-08-2018_Minutes.docx	01082018 Minutes
<input type="checkbox"/> 01-16-2018_Minutes.pdf	01162018 Minutes

Cleveland County Board of Commissioners
January 8, 2018

The Cleveland County Board of Commissioners met in a special called session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Eddie Holbrook, Chairman
Susan Allen, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Jason Falls, Interim County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Community Services Director
Brian Epley, Finance Director
Allison Mauney, Human Resources Director
Dayna Causby, Board of Elections Director
Betsy Harnage, Register of Deeds

CALL TO ORDER

Chairman Eddie Holbrook called the meeting to order and Interim County Manager Jason Falls led the audience in the Pledge of Allegiance and provided the invocation for the meeting.

AGENDA ADOPTION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, ***approve the agenda.***

CLOSED SESSION

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, ***to go into closed session per NCGS 143-318.11(a)(5)&(6) to negotiate terms of an employment contract and consider the qualifications of an individual public officer or employee of the County.***
(Copy of closed session minutes are sealed and found in Closed Session Minute Book)

RECONVENE IN REGULAR SESSION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, ***reconvene in open session.***

Chairman Holbrook announced no official action was taken.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Bridges made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, ***to adjourn the meeting.***
The next meeting of the Commission is scheduled for ***Tuesday, January 16, 2018 at 6:00 p.m. in the Commissioners Chamber.***

Eddie Holbrook, Chairman
Cleveland County Board of Commissioners

Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners

Cleveland County Board of Commissioners
January 16, 2018

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Eddie Holbrook, Chairman
Susan Allen, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Jason Falls, Interim County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Brian Epley, County Manager
Kerri Melton, Assistant County Manager
Allison Mauney, Human Resources Director
Dayna Causby, Board of Elections Director
Chris Green, Tax Administrator
Marty Gold Information Technology Director
Perry Davis, Fire Marshall/Emergency Management Director
Lori Poston, E-911 Communications Director
Carol Wilson, Memorial Library Director
Dorothea Wyant, Health Director
Karen Pritchard, Social Services Director
Stephen Bishop, Soil and Water Conservation Director
Scott Bowman, Maintenance Director
Ron Newcomb, Range Master
Paul Ezell, Chief Building Inspector
Betsy Harnage, Register of Deeds

CALL TO ORDER

Chairman Eddie Holbrook called the meeting to order, led the audience in the Pledge of Allegiance and provided the invocation for the meeting.

AGENDA ADOPTION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, ***approve the agenda.***

EARLY BUSINESS

APPOINTMENT OF CLEVELAND COUNTY MANAGER

Chairman Holbrook stated over the past week the Board has given direction to the Chair and Attorney to enter in negotiations for a prospective County Manger. He advised Brian Epley is the top candidate for the County Manager position.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, ***to appoint Brian Epley as Cleveland County Manager.***

Commissioners invited Mr. Epley to join them at the front. Each offered kind words about Mr. Epley and expressed their excitement for what he can do to continue to move Cleveland County in a positive direction. The Board thanked Interim County Manager Jason Falls for all of his work and commitment during this process.

THIS AGREEMENT is made and entered into this the 16th day of January 2018, between CLEVELAND COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina (hereinafter "Employer"), and Brian C. Epley (hereinafter "Employee").

WHEREAS, Employer desires to employ the services of Employee as County Manager of Cleveland County as provided by North Carolina General Statute §153A-81; and

WHEREAS, it is the desire of both parties to establish certain terms and conditions of employment for said Employee; and

WHEREAS, it is the desire of Employer's governing Board of Commissioners to (1) secure and retain the services of Employee and to provide incentives for him to remain in such employment, (2) assist Employee in achieving full work productivity by supporting and doing all that it reasonably can to optimize Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES:

Employer hereby agrees to employ said Employee as Employer's County Manager to perform the functions and duties specified in the General Statutes of the State of North Carolina, ordinances of the Employer, by policies heretofore and hereafter adopted by said Employer, and to perform other legally permissible and proper duties and functions as may be assigned by the Employer's Board of County Commissioners.

II. TERM:

- a. Employee shall begin his employment with Employer on or before February 6, 2018.
- b. Employee shall serve at the pleasure of Employer's Board of Commissioners, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer's Board of Commissioners to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section III of this Agreement.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section III of this Agreement.

III. TERMINATION AND SEVERANCE PAY

- a. In the event that Employee is terminated or discharged by Employer's Board of Commissioners, Employee shall be entitled to severance pay in accordance with the provisions of applicable law.

VI. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. The Board of Commissioners of Employer shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law or County ordinance.
- b. Employee agrees to maintain his primary residence in Cleveland County, North Carolina for the duration of this Agreement.

VII. TRAVEL ALLOWANCE

- a. Employee shall be paid, in equal installments consistent with County pay policies, a monthly allowance of \$720.00. Employee will not be reimbursed for costs incurred in using his private vehicle within Cleveland County. The amount of this allowance may be adjusted annually by Employer's Board of Commissioners.

VIII. DUES AND SUBSCRIPTIONS

- a. Employer agrees to budget and pay for Employee's professional dues and subscriptions so long as said dues and subscriptions are reasonably necessary for his continuation and full participation in national, regional, state and local associations as well as organizations reasonably necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

IX. TRAVEL AND SUBSISTENCE

- a. To the extent not covered in Section VII above, Employer, consistent with County policy, hereby agrees to budget and pay for Employee's travel and subsistence expenses for professional and official travel, professional and official meetings, and occasions necessary for Employee's continued professional development and to adequately pursue necessary official and other functions for Employer.
- b. When Employee intends to travel outside of Cleveland County on County business overnight, he shall confer with the Board Chair or his/ her designee prior to such travel.

X. INDEMNIFICATION

- a. Employer shall, to the extent allowed by North Carolina law, and consistent with County policy, defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

Commissioners without cause, and during such time as Employee is willing to perform his duties under this Agreement, then, and in that event, Employer shall continue to pay to Employee his then-existing salary, together with all other benefits on a regular payroll schedule of the Employer, for a period of 180 days.

- b. Notwithstanding the above, in the event Employee is terminated for cause for failure to perform duties or because of his conviction of any illegal act involving direct or indirect personal gain to him, his conviction of a felony, or his commission of any act that involves moral turpitude, then, and in that event, Employer shall have no obligation to pay the severance sums designated in this Section.

- c. Should Employee wish to resign, Employee shall give Employer sixty (60) days' written notice in advance of Employee's last intended day of employment, unless the parties agree otherwise in writing

IV. SALARY AND BENEFITS:

- a. Pursuant to the terms of this Agreement, Employer agrees to pay Employee for his services rendered at an initial base salary of One Hundred Sixty Thousand Dollars (\$160,000.00) payable in installments at the same time as other employees of the Employer are paid.
- b. Employer agrees to provide all Employer benefits as is consistent with any full-time employee. Employer agrees to provide Employee with longevity pay annually as is consistent with section 12 of the Employer Personnel Ordinance.
- c. Employer agrees to provide Employee with such other fringe benefits as other employees of Employer receive, including paid holidays, vacation and sick leave accruals, as well as participation in the North Carolina Local Government Employees' Retirement System.
- d. Employer agrees to increase said base salary and/or other benefits of Employee in such amount and to such extent as Employer's Board of Commissioners may determine to be desirable, and to do so on the basis of an annual performance review of said Employee made at or near the anniversary date of his employment, or at such other date as may be agreed upon by the parties.

V. PERFORMANCE EVALUATION

- a. Employer's Board of Commissioners shall review and evaluate the performance of Employee at least once per year on or before the anniversary date of his employment. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified by Employer's Board of Commissioners from time to time, in consultation with Employee. Employer's Board of Commissioners shall provide Employee with an adequate opportunity for Employee to discuss his evaluation with Employer's Board of Commissioners. In effecting the provisions of the Section, Employer's Board of Commissioners and Employee mutually agree to abide by all relevant

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performance of Employee's duties as County Manager, unless the conduct resulting in such a claim, demand or legal action arises outside the course and scope of Employee's employment.

XI. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

XII. INSURANCE

To the extent not provided for by Employer or otherwise available to Employee as a County employee benefit, Employer agrees to pay for a term life insurance policy on the Employee with a death benefit amount equal to Employee's initial annual salary.

XIII. GENERAL PROVISIONS

- a. This Agreement shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.
- c. This Agreement shall become effective immediately upon the signing of this document by both parties.
- d. As required by County policy, and as a condition of employment, Employee must, within 24 hours of the execution of this Agreement, present himself for a pre-employment drug screening procedure to be conducted in accordance with the County's standards, at a place to be designated by Employer. Satisfactory completion of this procedure, including negative results for screened substances, is required as a condition of employment. All actions under this Section are subject to the relevant laws of the State of North Carolina.
- e. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional or unenforceable, the remainder of this Agreement or any portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- f. This Agreement is executed under the laws of the State of North Carolina and shall be construed in accordance therewith. Any legal action that may be brought as a result of this Agreement must be brought in the General Court of Justice sitting in Cleveland County, North Carolina.
- g. This Agreement is not final, and Employee's appointment is not effective, unless and until final action appointing Employee is taken by the Cleveland County Board of Commissioners at an open meeting of the Board.

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IN WITNESS WHEREOF, the Cleveland County Board of Commissioners has caused this Agreement to be signed and executed on its behalf by its Board Chairman, and duly attested by its Clerk; and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

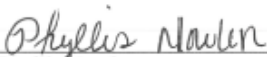
EMPLOYER:

By: 
Eddie M. Holbrook
Chairman, Cleveland County Board of Commissioners

EMPLOYEE:


Brian C. Epley

WITNESSED OR ATTESTED BY:


Phyllis Nowlen
Board Clerk

Pre-Audit Certificate

This instrument has been pre-audited pursuant to North Carolina General Statute §159-28, which is commonly referred to as the Local Government Budget and Fiscal Control Act.


Lucas Jackson
Assistant Finance Director

ANNOUCEMENT OF ASSISTANT COUNTY MANAGER

County Manager Brian Epley’s first official action is the announcement of the Assistant County Manager. He stated the announcement comes after a yearlong pay and classification study. The consultants recommend the reclassification of Kerri Melton’s position. In support of Mr. Epley’s recommendation,

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *reclassify Kerri Melton’s position from Community Services Director to Assistant County Manager.*

SPECIAL PRESENTATION

Retirement of Waco Fire Chief Kevin Gordon: Chairman Holbrook recognized Perry Davis, Fire Marshall/Emergency Management Director. Mr. Davis read a brief biography on Chief Kevin Gordon, citing the many accomplishments and contributions he has made to not only the Waco Volunteer Fire Department but all Volunteer Fire Departments in Cleveland County. Chief Gordon was presented with the following resolution:



Retirement of Cleveland Fire Chief Steve Hamrick: Chairman Holbrook again recognized Perry Davis.

Mr. Davis read a brief biography on Chief Steve Hamrick, citing the many accomplishments and contributions he has made to the Volunteer Fire Departments in Cleveland County. Chief Hamrick was presented with the following resolution:



CITIZEN RECOGNITION

Steve Padgett – Director of Small Business Center in Cleveland County, NC - Mr. Padgett stated the Certified Entrepreneurial Community Program recently celebrated its one-year anniversary. This has been a very successful program and continues to grow in the community. Mr. Padgett receives calls and visitors daily from the

public who were directed to him for help in growing their small business. Referrals are given by leaders from all over the county municipalities such as lawyers, the Register of Deeds, Planning and Zoning, Mayors, City Managers, Town Councils, etc. He concluded by thanking the Commissioners for their continued support in the Certified Entrepreneurial Community Program.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the *December 19, 2017 regular meeting*, in Board Members packets.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and passed unanimously by the Board to, *approve the minutes as written.*

TAX COLLECTOR’S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during *December 2017*.

CLEVELAND COUNTY 311 E MARION ST ROOM 134 P O BOX 370 SHELBY, NC			
TOTAL TAXES COLLECTED DECEMBER 2017			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	\$0.00
2017	\$10,513,557.01	\$0.00	\$10,513,557.01
2016	\$37,953.68	\$0.00	\$37,953.68
2015	\$10,594.64	\$0.00	\$10,594.64
2014	\$4,794.12	\$0.00	\$4,794.12
2013	\$2,254.15	\$234.79	\$2,488.94
2012	\$502.94	\$160.95	\$663.89
2011	\$466.06	\$78.91	\$544.97
2010	\$155.67	\$61.10	\$216.77
2009	\$4.89	\$76.33	\$81.22
2008	\$156.62	\$25.54	\$182.16
2007	\$0.00	\$0.00	\$0.00
	\$0.00		
	\$0.00		
TOTALS	\$10,570,439.78	\$637.62	\$10,571,077.40
DISCOUNT	\$0.84		
INTEREST	\$7,994.02	\$202.80	\$0.00
TOLERANCE	\$1.77	\$0.00	
ADVERTISING	\$218.00	\$111.02	
GARNISHMEN'	\$896.68		
NSF/ATTY	\$188.20		
LEGAL FEES	\$0.00		
TOTALS	\$10,579,739.29	\$951.44	
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$10,579,739.29	\$951.44	\$10,580,690.73
DEF	\$0.00	\$0.00	
DISC	\$0.00	\$10,579,739.29	
TOL	\$0.00		
INT	\$0.00		
TOTAL UNCOLLECTED TAXES DECEMBER 2017			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2017	\$20,421,228.11	\$0.00	\$20,421,228.11
2016	\$773,461.58	\$0.00	\$773,461.58
2015	\$401,810.40	\$0.00	\$401,810.40
2014	\$322,873.04	\$0.00	\$322,873.04
2013	\$176,314.26	\$72,316.97	\$248,631.23
2012	\$122,653.86	\$82,789.59	\$205,443.45
2011	\$87,967.81	\$61,384.97	\$149,352.78
2010	\$78,161.75	\$56,028.13	\$134,189.88
2009	\$76,042.14	\$52,353.02	\$128,395.16
2008	\$55,608.97	\$63,284.86	\$118,893.83
2007	(\$0.00)	\$0.00	(\$0.00)
	\$22,516,121.91	\$388,157.54	\$22,904,279.45
Deferred	\$0.00		
TOTAL UNCOLLECTED	\$22,516,121.91		

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *December 2017*. The monthly grand total of tax abatements was listed as (\$794.61) monthly grand total for tax supplements was listed as \$2,576.35.

PUBLIC SAFETY: BUDGET AMENDMENT (BNA #029)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.714.4.991.00		Road-Paving/Fund Balance Approp	\$25,000.00	
010.714.5.700.00		Road-Paving/Grants	\$25,000.00	

Explanation of Revisions: Budget grant funds rec'd from NCDOT to go towards the paving of the parking lot at Polkville Volunteer Fire Department. Funds are to be paid out to Polkville VFD as they have already paid for the paving.

LIBRARY: BUDGET AMENDMENT (BNA #030)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.611.4.810.07		Donations/Special Blanton	\$2,300.00	
010.611.5.790.07		Donations/Special Blanton	\$2,300.00	

Explanation of Revisions: Budget the donations received from the Blanton Endowment that exceeded anticipated funds. Original budget was for \$8,000 but \$10,300 were received. Additional funds need to be budgeted in for FY 17/18.

REGULAR AGENDA

FISCAL YEAR 2016/2017 AUDIT PRESENTATION

Chairman Holbrook called Derek Wright, Associate with Martin Starnes and Associates, CPAs, P.A., to the podium to present the 2016/2017 Fiscal Year audit presentation.

MARTIN • STARNES
& ASSOCIATES, CPAs, P.A.

Cleveland County,
North Carolina

Annual Financial Report
Fiscal Year Ended June 30, 2017

MARTIN • STARNES
& ASSOCIATES, CPAs, P.A.

MARTIN • STARNES & ASSOCIATES, CPAs, P.A.

Audit Process

- Year-round process:
 - Planning and Risk Assessment
 - Interim Procedures
 - Final Procedures

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

Audit Highlights

- ❑ Unmodified opinion
- ❑ No Findings
- ❑ Issuance of Management Letter
- ❑ Cooperative staff

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

Audit Highlights

- 4th Consecutive GFOA National Submission
- Implementation of GASB disclosure with respect to Law Enforcement Officers' Special Separation Allowance

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

Fund Balance

- ❑ Serves as a measure of the County's financial resources available.

(Assets + Deferred outflows) - (Liabilities + Deferred inflows) =
Fund Balance / Net Position
- ❑ **5 Classifications:**
 - **Non spendable** - not in cash form
 - **Restricted** - external restrictions (laws, grantors)
 - **Committed** - internal constraints at the highest (Board) level-do not expire, require Board action to undo
 - **Assigned** - internal constraints, lower level than committed
 - **Unassigned** - no external or internal constraints

MARTIN-STARNES
& ASSOCIATES, CPAs, P.A.

Fund Balance

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance
Less: Non spendable (not in cash form, not available)
Less: Stabilization by State Statute (by state law, not available)
Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

OPEB – GASB 75

- ❑ What’s to come?
- ❑ What does this mean for you?

- ❑ Like LGERS and LEO, you will have a prior period adjustment, deferreds for pension, pension expense, and a larger liability

Compliance

- ❑ Changes that we know for FY 2018:
 - Direct benefit programs’ expenditures will be coming off Schedule of Expenditures of Federal and State Awards
 - Office of State Auditor will require Agreed Upon Procedures engagement for State selected programs, separate from audit engagement

Discussion & Questions

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

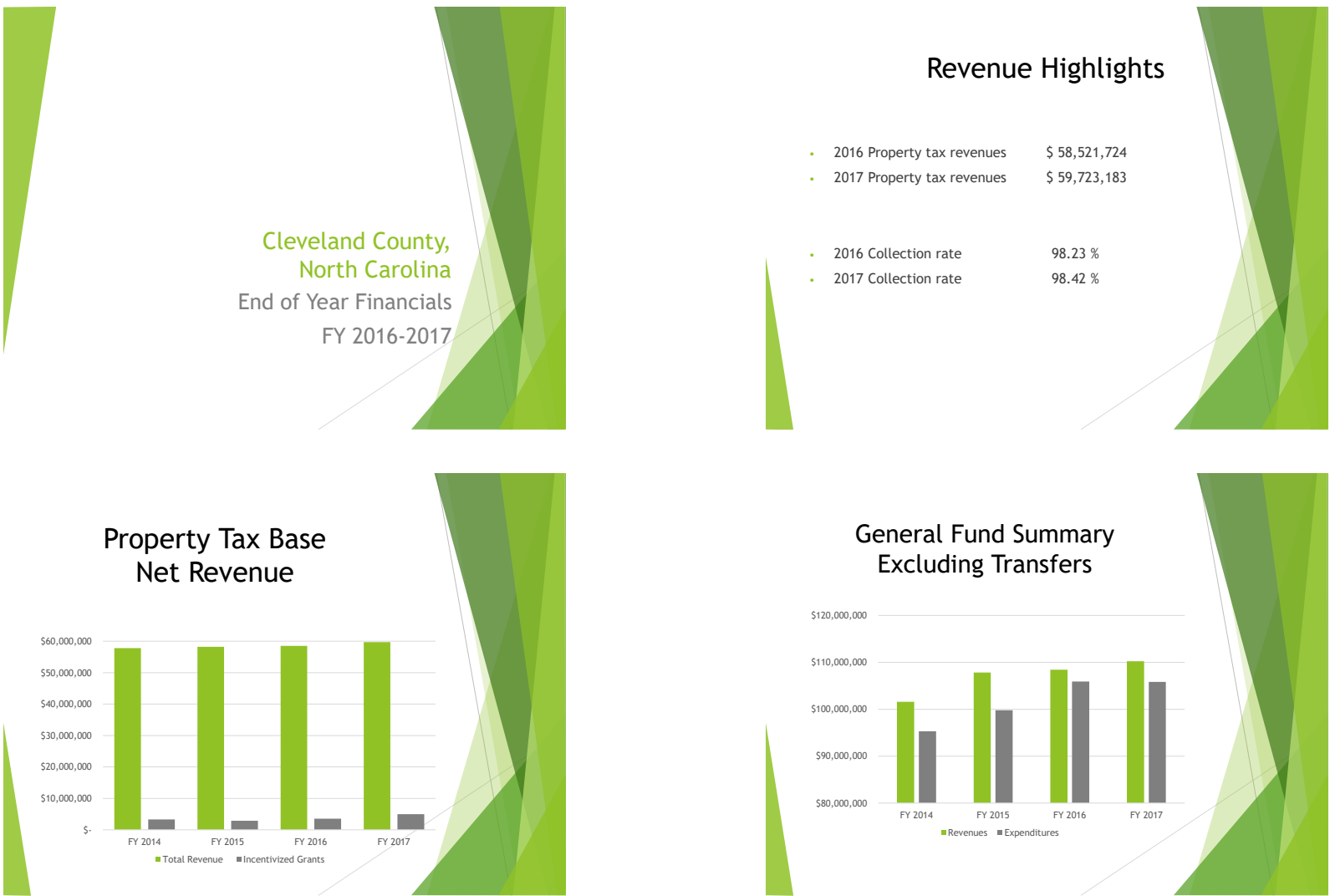
Martin Starnes and Associates audits 29 out of the 100 counties in North Carolina. Auditing is a year-round process and auditors are in constant contact with the Finance Department. Audit planning for the new fiscal year begins as soon as the examining from the previous year concludes and is modified as needed if there are any guideline and policy changes, risk assessments, etc. The second phase in the audit process is interim procedures which is compliance testing. Auditors review the internal controls of the County, perform walk-throughs of cash collection points and test compliance. In the final step auditors perform financial statement analysis and issue the audit opinion. The Finance Department has submitted their report to Government Finance Officers Association (G.F.O.A) for Comprehensive Annual Financial Report and the Local Government Commission has approved the audit report. This is the fourth year of G.F.O.A submission for Cleveland County. The auditors from Martin Starnes and Associates issued Cleveland County an un-modified opinion on the financial statements. Mr. Wright commented on the cooperative and timely staff is during an audit. This ensures the audit is run smoothly and efficiently.

The County carries the full liability for law enforcement officers’ special separation allowance (LEO). The ending liability cost for this benefit was \$2,470,182 as of June 30, 2017. During the 2018 fiscal year, the County will need to recognize the full liability related to Other Post-Employment Benefits (OPEB). Five years ago, when Cleveland County first put the liability from OPEB on the books, previous guidance allowed governments to amortize the liability over a period of up to thirty years. In the coming year, the County will be putting the whole liability on the books. Mr. Wright informed Commissioners this could be a large liability that would impact your net position on your full accrual statements, even making some entities have a deficit net position. The liability at this point is unknown. Guidance will change how the long-term obligations associated with OPEB are calculated by the specialists that are used. Every governmental entity will be required to do a new OPEB actuarial study. Finance will need to submit the information to the specialist as soon as possible to avoid a delay in issuance of

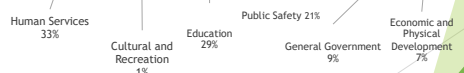
2018’s report and to get a first glimpse of the liability amount. Cleveland County’s total Fund Balance is \$39,620,247.

According to the Office of State Auditor (OSA), all OSA Department of Health and Human Services programs that currently have direct benefits programs on the Schedule of Expenditures of Federal and State Awards will no longer have the direct benefits portion presented. This means there will be more programs to test which causes more hours to complete the single portion of the audit. Three programs were tested last year for Cleveland County. Martin Starnes and Associates are estimating they will be testing 8-10 total programs in the 2018 Fiscal Year. Also going into the 2018 fiscal year, the Office of State Auditor will require Agreed Upon Procedures engagement for their programs. In the past, those included Medicaid, WIC, Adoption Assistance, TANF, and CHIP. The State Auditor has required these procedures to be done in the past, therefore they are being brought back. The key difference now is it will consist of the State Auditor selecting specific procedures for auditors to perform, they will select how many to test, they will provide participant samples, and it will vary from county to county. At this time there is not a lot of guidance from OSA yet as they will require time to review all 2017 County audits before determining their programs and procedures. It will be a separate engagement and fee from the audit with a separate report to be issued. At this time, Martin Starnes and Associates cannot estimate a fee since as they don’t know exactly what the State Auditor wants performed until the Letter of Instructions is sent out.

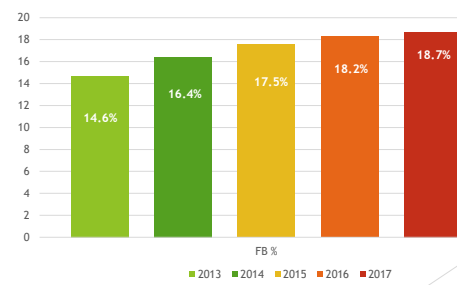
County Manager Brian Epley echoed Mr. Wrights key points stating the audit was done in compliance with all local, state and federal law. It was submitted to the Local Government Commission in early December and was approved with no findings. This time last year there were state and federal changes with six findings in the Health and Human Services Department. Those findings have been addressed and taken care of.



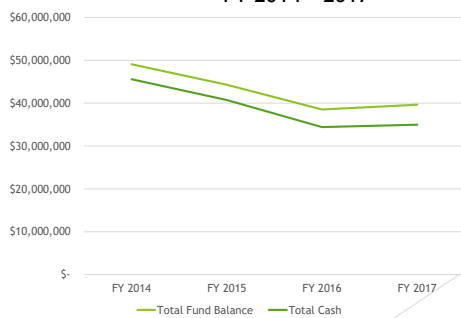
General Fund Expenditures by Function



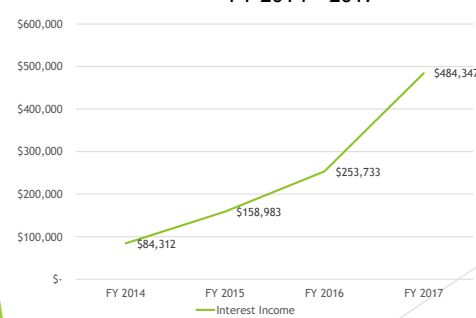
Un-Assigned Fund Balance



General Fund Change in Cash and Fund Balance FY 2014 - 2017



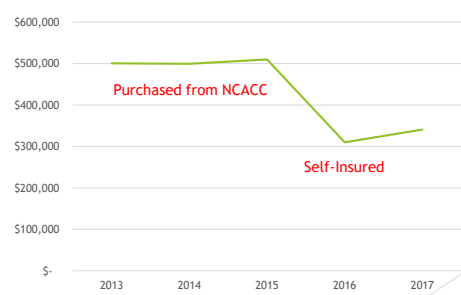
General Fund Investment Income FY 2014 - 2017



Employee Health Fund Average Monthly Cost



Property & Liability Insurance Cost



Current Capital Projects

- ▶ North Shelby School Capital Project Fund
- ▶ Solid Waste Cell Construction Capital Project Fund
- ▶ County General Capital Projects Fund
- ▶ Kings Mountain Gate Way Trail-Phase 5 Capital Project Fund
- ▶ Washburn Switch Road Capital Project Fund
- ▶ Pinnacle Turn Lane Capital Project Fund

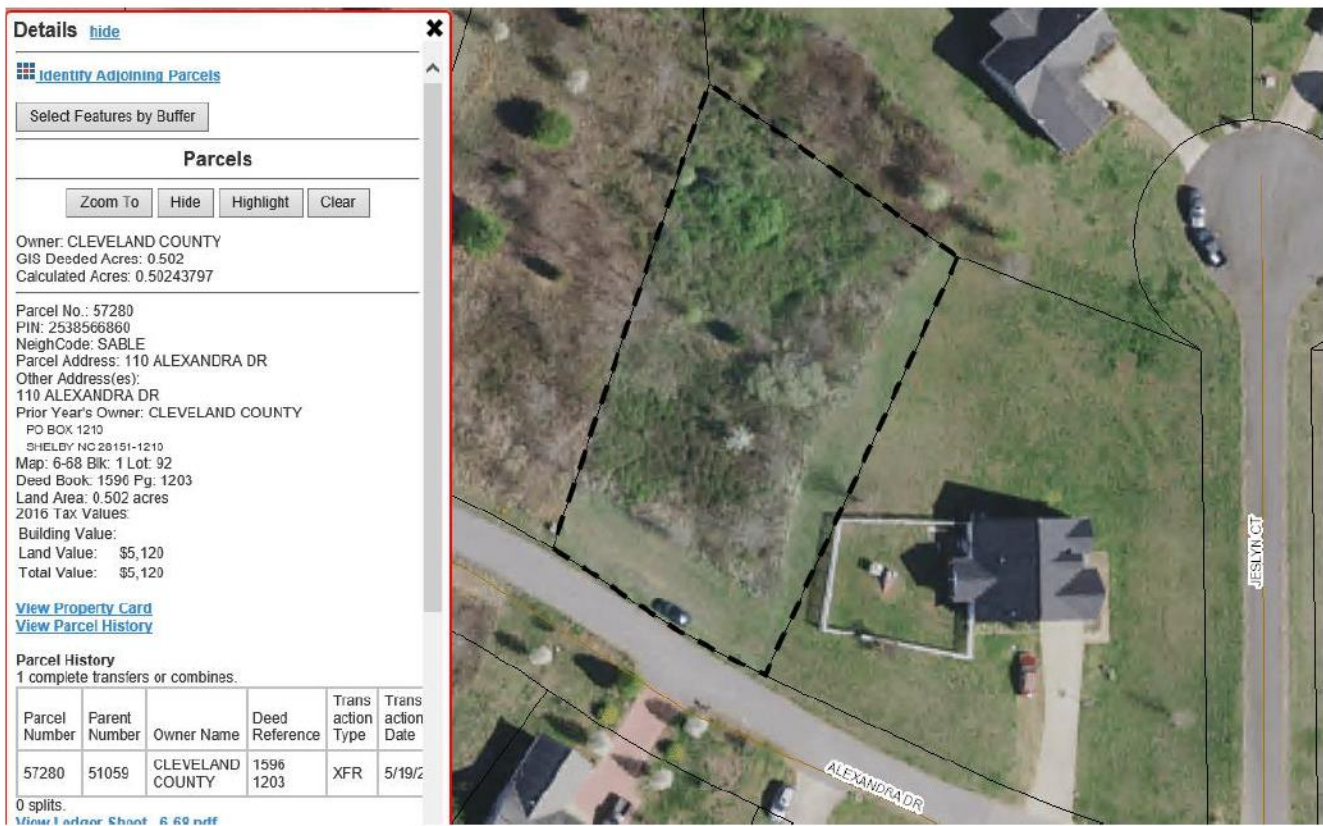
Questions??

County Manager Brian Epley concluded the Fiscal Year 2016/2017 Audit Presentation with the End of Year Financials Report. The Tax Assessor reported 2017 is the fourth consecutive year Cleveland County has exceeded in tax collections with 98.42% collected. Net Revenue has also been stable over the past four years. The Tax Assessor reported \$110,000,000 in revenue has been collected. Property tax is 54% of the County's total revenue. Service fees collected also exceled due to the hard work of staff in Central Collections. As of June 30, 2017, the unassigned Fund Balance was 18.7%. This percentage shows growth is continuing to be very steady and intentional. In 2014, the County had more cash. More cash typically means more interest revenue, although the

County had less cash we still generating more revenue through smarter investment planning and monthly investment team meetings. The Employee Health Fund has had several years of outstanding performance where there was actually a negative yield meaning the growth with the health plan was less than medical inflation in the region and market. The County had almost 10% in growth between the years of 2016 and 2017, whereas, medical inflation was 11%. At the end of 2017, the employee health cost was just under a half of million dollars. In July 2015, the Board made the decision to become fully self-insured with property and liability insurance. By administering and containing the insurance plan, Cleveland County has saved roughly \$405,000 to date.

TAX FORECLOSURE PROPERTY – PARCEL 57280

Phyllis Nowlen, Clerk to the Board, presented to the Board a Property Tax Foreclosure bid on Parcel 57280. Bidder Jasmine C. Smith has placed a bid of \$2,560.00 on a vacant parcel located at 110 Alexandria Drive, Shelby. The county has owned this parcel since 2010. The County has \$1,548.89 invested in this property and the tax value is listed at \$5,120. Per the tax foreclosure policy, it is suggested the county accept a bid for half of the tax value or the county investment, whichever is greater. It is ultimately up to the Board to make decisions on the sale of county owned property. This property has been properly advertised and a deposit has been received. It is the Clerk’s recommendation this tax foreclosure property be sold.

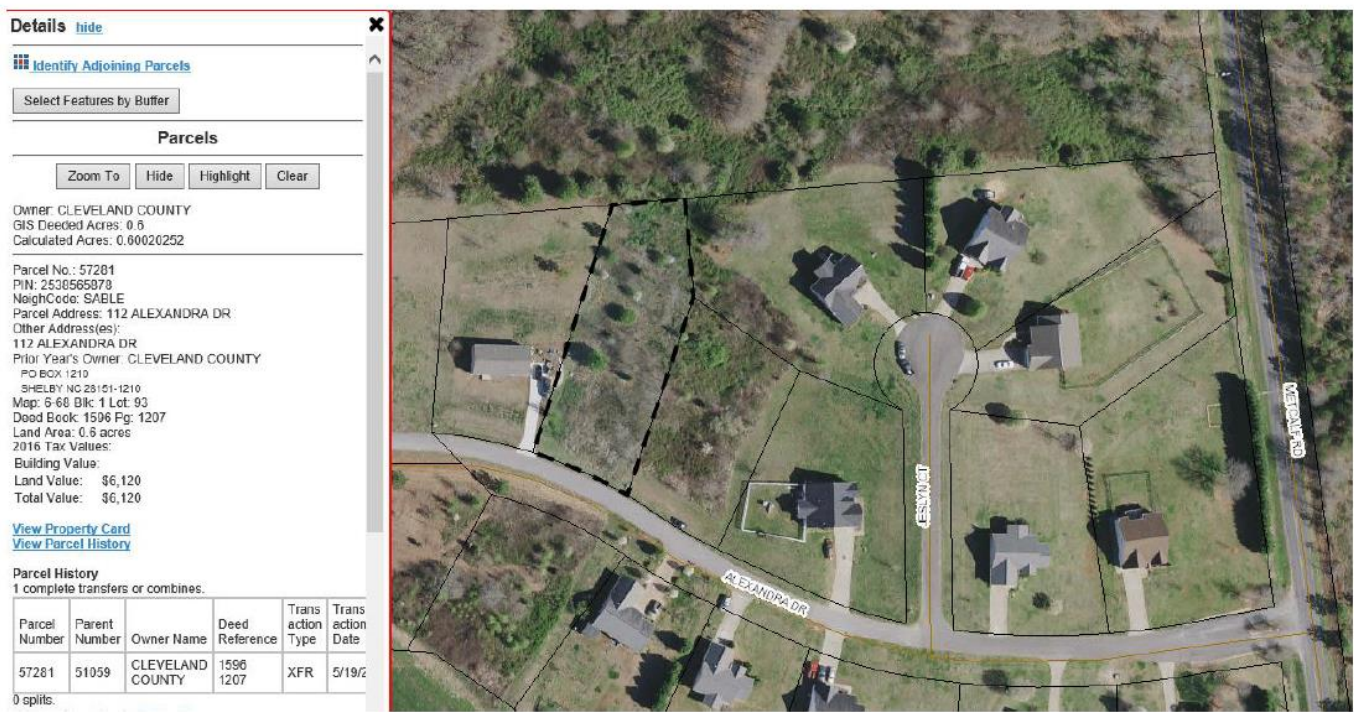


ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the sale of Parcel #57280 to Jasmine C. Smith for \$2,560.00.*

TAX FORECLOSURE PROPERTY – PARCEL 57281

Phyllis Nowlen, Clerk to the Board, presented to the Board a Property Tax Foreclosure bid on Parcel 57281. Bidder Jasmine C. Smith has placed a bid of \$3,060.00 on a vacant parcel located at 112 Alexandria Drive, Shelby. The County has owned this parcel since 2010 and has \$1,610.07 invested in this property and the tax value is listed at \$6,120. Per the tax foreclosure policy, it is suggested the county accept a bid for half of the tax value or the county investment, whichever is greater. It is ultimately up to the Board as to make decisions on the sale of county

owned property. This property has been properly advertised and a deposit has been received. It is the Clerk’s recommendation this tax foreclosure property be sold.



ACTION: Commissioner Bridges made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *approve the sale of Parcel #57281 to Jasmine C. Smith for \$3,060.00.*

BOARD APPOINTMENTS

AGRICULTURE ADVISORY BOARD

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to appoint Annie Thompson and Robert Henderson to serve as members of this board*, for a period of three-years, scheduled to conclude December 31, 2020.

COMMUNITY CARE BLOCK GRANT

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to re-appoint Frieda Pauly to serve as a member of this board*, for a period of three-years, scheduled to December 31, 2020.

MOUNTAIN VALLEY RESOURCE AND DEVELOPMENT COUNCIL

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to appoint Lex Garey to serve as a member of this board*, for a period of three-years, scheduled to conclude December 31, 2020.

CLOSED SESSION

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to go into closed session per NCGS 143-318.11(a)(3) to consult with the County Attorney on a potential legal matter.* (Copy of closed session minutes are sealed and found in Closed Session Minute Book)

RECONVENE IN REGULAR SESSION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *reconvene in open session.*

Chairman Holbrook announced no official action was taken during the Closed Session, information was given to the Board.

COMMISSIONER REPORTS

Commissioner Bridges – walked in the Martin Luther King Jr. Parade held over the weekend. He also sends out thoughts and prayers to the families of the four York County Deputies in South Carolina who were shot in the line of duty.

Commissioner Whetstine – attended the Cleveland Vocational open house and toured the facility. He has also attended the MPO Board Meeting and the Board of Health Meeting.

Commissioner Hutchins – attended the STI Ribbon Cutting and several other Board Meetings such as the Council of Aging and MPO.

Commissioner Allen – also went to the STI Ribbon Cutting and detailed some of the upgrades of the company, new products and benefits to their employees.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to adjourn the meeting*.

The next meeting of the Commission is scheduled for *Tuesday, February 6, 2018 at 6:00 p.m. in the Commissioners Chamber*.

*Eddie Holbrook, Chairman
Cleveland County Board of Commissioners*

*Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners*

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Unseal Minutes

Department: Unseal Minutes

Agenda Title: Unseal the Minutes from the January 8, 2018 Closed Session.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Health Dept Budget Amendment (BNA#031)

Department: Health Department

Agenda Title: Budget Amendment (BNA#031)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#031.pdf	BNA#031

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 031SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:February 6, 2018

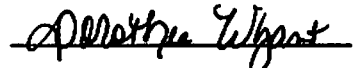
SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: Carolina AccessDATE: 1/10/2018

Finance Director



Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
012.546.4.310.00	02200-8PTN	Carolina Access	Federal Govt Grants	\$ 4,000.00	
012.546.5.310.00	02200-8PTN	Carolina Access	Travel/Training	\$ 4,000.00	

Explanation of Revisions: Community Care of NC has allocated \$4,000 to the Cleveland County Hlth Dept, Carolina Community Hlth Partnership to support Practice Transformation Network (PTN) activities. Program offers medication management optimization support for practices that participate in the Practice Transformation.

Approved by BOH @ 1/9/18 meeting

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON _____
(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.com

cc: Personnel Batch # _____
cc: Purchasing Date: _____
By: _____

STATEMENT OF WORK: PTN NETWORK PHARMACIST YEAR 3

THIS STATEMENT OF WORK ("SOW") is made and entered into as of the dates provided herein below, and effective September 29, 2017, by and between Community Care of North Carolina, Inc. ("CCNC"), a North Carolina nonprofit corporation, and County of Cleveland d/b/a Cleveland County Health Department d/b/a Carolina Community Health Partnership ("Network"), one of the fourteen Community Care Networks (each a "Party" and collectively the "Parties") pursuant to the Specific Agreements section of the Master Collaboration Agreement ("MCA") executed between the Parties.

1. **Incorporation of the MCA.** The terms of the MCA between the Parties effective December 1, 2015, are hereby incorporated into this SOW by reference as if fully restated herein. The intent of the Parties is that the general terms of the MCA be applicable to this SOW.
2. **Term.** This SOW commences on September 29, 2017 and continues through September 28, 2018.
3. **Current Situation.** CCNC is a recipient of a cooperative award from the Centers for Medicare and Medicaid Services, Center for Medicare and Medicaid Innovations ("CMMI"), Award # 1L1CMS331452-01-00 ("Award") to assist primary care practices in reducing the cost of providing quality healthcare to vulnerable populations including Medicaid, Medicare, Dual eligible, and Children's Health Insurance Program ("CHIP") patients by working through the five phases of practice transformation ("Program"). This is the third year of the Award.
4. **Award Funding.** Because this SOW is funded through a cooperative award, payment is explicitly conditioned on the continuing availability of sufficient funds from the funding source. CCNC shall have no liability for any expenses incurred by Network should funding no longer be available to CCNC for any reason. Network shall have no further obligation under this SOW as soon as funding is no longer available to CCNC for this SOW for any reason.
5. **Objective.** The Network Pharmacist role will travel and otherwise support primary care and specialty practices within the Network to promote optimization of medication management.
6. **Scope of Activities.** Network Pharmacist activities include:
 - a. Providing ongoing direct support and information to PTN practices who self-identify as desiring more intensive and expansive training in medication optimization innovations. Based on practice preference, directly administer or utilize PTN coach to administer medication management needs assessment survey to CCNC PTN practice sites that have not yet completed it but desire to participate in medication management optimization efforts. Based on findings from the needs assessment, and in light of CCNC PTN Core Measures, have each practice site identify medication optimization related priorities and needs for their practice.
 - b. Identifying general pharmacy resources in each practice's community in which the practices can begin utilizing.
 - c. Providing a comprehensive list of local and CCNC pharmacy resources for each CCNC PTN practice.
 - d. Identifying one to two medication optimization innovations for inclusion into each CCNC

PTN practice site's transformation plan based on the site's stated medication-related needs and priorities.

- e. Determining appropriate outcome measures for each innovation identified.
- f. Working with the PTN Coach to track implementation of practice-specific innovations in the TIA tool.

7. **Deliverables.** The Network Pharmacist role shall be responsible for delivering the following:

- a. Collaborate with PTN Coach and other relevant staff to create a customized plan to improve medication management processes for each practice enrolled in the medication management optimization effort.
- b. Provide necessary information to the PTN Coach to report each practice's progress in the TIA tool.
- c. Report monthly progress with practices and any success stories back to CCNC central office to support required CMMI reporting.

8. **Indemnification.** Each Party shall indemnify the other against any claim that arises from or relates to the negligence or intentional bad acts or omissions of any employee or agent of that Party performing under this SOW, and the Indemnifying Party shall be liable for all damages, expenses, and costs related to such action, including without limitation reasonable attorney fees. For clarity, each person acting as a Network Pharmacist under this SOW is an agent of Network for purposes of this section.

9. **Fee Schedule.**

- a. *Fixed Fee.* Network is being paid a flat fee of four thousand dollars (\$4,000.00), inclusive of all costs and expenses, for the work described in this SOW. No other expenses or payments are authorized under this SOW.
- b. *Payment Schedule.* Payment is due on a net thirty (30) day basis from execution of this SOW.

(Remainder of Page Intentionally Left blank; signature page follows)

IN WITNESS WHEREOF, the Parties through their duly authorized representatives execute this SOW.

Community Care of North Carolina, Inc.

County of Cleveland, North Carolina d/b/a Cleveland
County Health Department d/b/a Carolina Community
Health Partnership

By: _____

Print Name: Torlen Wade

Title: Acting Executive Vice President

By: Deborah Clapper 12-4-17

Print Name: Deborah Clapper

Title: Network Director

By: Dorothea Wyant 12-4-17

Print Name: Dorothea Wyant

Title: Cleveland County Health Department

By: Tom Spurling 12-4-

Print Name: Tom Spurling

Title: Cleveland County Board of Health

By: Brian Epley

Print Name: Brian Epley

Title: Finance Director,

Cleveland County, NC

Reviewed and Approved as to form and content:

By: Tim Moore

Print Name: Tim Moore

Title: County Attorney

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Library Budget Amendment (BNA#032)

Department: Library

Agenda Title: Budget Amendment (#032)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA032.pdf	BNA 032

BUDGET NEW - ORDINANCE AMENDMENT


BNA # 032SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:February 6, 2018

FROM: BUDGET OFFICER

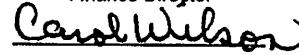
THRU: FINANCE OFFICE

FOR DEPT: LIBRARYDATE: 1/25/2018

SIGNATURES:

 2/5/18

Finance Director



Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.611.4.310.00	45310-CONF	LIBRARY	FEDERAL GOVT GRANT	\$ 1,700.00	
010.611.5.310.00	45310-CONF	LIBRARY	TRAVEL/TRAINING	\$ 1,700.00	

Explanation of Revisions: To budget LSTA Grant from the State Library System for Ensley Guffey to attend Evergreen
International Conference in St. Charles MO from April 30-May 3 2018.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY
 COMMISSIONERS' MEETING ON _____
 (Date)

 Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.com

cc: Personnel
 cc: Purchasing

Batch # _____
 Date: _____
 By: _____

Tonya Sigmon

From: Carol Wilson <cwilson@ccml.org>
Sent: Wednesday, January 24, 2018 2:48 PM
To: 'Tonya Sigmon'
Subject: RE: BUDGET AMENDMENT INFO
Attachments: Evergreen Grant - Guffey.pdf

Here is the info for the budget amendment.

LSTA Grant from the State Library maximum available to spend \$1700.

FOR: Ensley Guffey to attend the Evergreen International Conference from April 30, 2018 to May 3, 2018 in St, Charles MO.

We have put the following on my Library VISA card:

American Airlines round trip	\$465.68
Conference Registration	\$220.00
Embassy Suites	\$523.94 (This will not be billed to the VISA until Ensley checks out of the hotel.)

These monies that have been put on the VISA card will be reimbursed by the State Library when Ensley fills out the paperwork on his return from the trip.

Ensley will put in a Travel Request for an advance so that he can pay for his meals and cab fare to and from the airport in St. Louis.

I have attached the grant application for your information.

Thanks for your help!

Carol Wilson, Library Director
Cleveland County Library System
104 Howie Drive
Shelby NC 28150
704-487-9069 ext 222
cwilson@ccml.org

LSTA
45310- CONF

310 for
both

"There is not such a cradle of democracy on earth as the Free Public Library, this republic of letters, where neither rank, office, nor wealth receives the slightest consideration."

Andrew Carnegie (1835-1919)
Industrialist, Businessman, Entrepreneur and Philanthropist

Copy

GRANT AGREEMENT
LSTA 2017-2018 Evergreen Conference Scholarship
5900

This is an agreement by and between Cleveland County Library System, hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: CLEVELAND COUNTY LIBRARY SYSTEM

Mailing address: 104 Howie Drive

City, State, ZIP: Shelby, NC 28150

Project manager name/title: Carol Wilson

Project manager telephone: 704-487-9069

Project manager email: cwilson@ccml.org

DUNS number: 089146799

Federal Employer Identification Number: 56-6000288-B

Indirect cost rate for this award: 0%

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.331

Federal Award ID number: LS-00-17-0034-17

Federal Award Date: January 18, 2017

Grant Award Period Start and End Date: July 1, 2017-June 30, 2018

Amount of Federal Funds Obligated by this Action: **\$1,700.00**

Federal Award Project Description as required by FFATA: LSTA State Grants

Contact information for awarding official: Tanya Prokrym, Interim Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-807-7415, tanya.prokrym@ncdcr.gov.

CFDA Name / Number: LSTA State Grants / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING,
THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of **\$1,700.00** for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly.
7. Complete all expenditures (grant and matching) by **June 30, 2018**, or by the termination date of this agreement as amended by mutual consent.
8. On or before **July 31, 2018**, submit a single request for reimbursement.
9. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
10. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-00-17-0034-17)." Submit a copy of any publications or materials produced under the grant to the State Library.
11. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
12. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
13. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
14. Submit a final report to the State Library by **July 31, 2018**, containing information required by the funder.
15. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
16. Maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved,

whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.

17. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
18. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
19. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
20. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
21. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by June 30, 2018, all approved requests received on or before April 15, 2018, and by August 31, 2018, all approved requests received by July 15, 2018.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.

4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by March 20, 2018 may be withdrawn.

[Please sign in blue ink.]

x Carol H. Wilson
Signature, Library Director

1-10-18
Date

Carol H. Wilson
Printed Name

x Jason Falls
Signature, Local Government or Institutional Representative

1-11-18
Date

Jason Falls
Printed Name

Interim County Manager
Title

x _____
Signature, Cal Shepard, State Librarian

Date

Return *two complete sets* of this agreement with **original signatures in blue ink**. To assure prompt receipt of your documents by the State Library, a commercial service is recommended. Mail sent via US Postal Service to the Mail Service Center (MSC) address cannot be tracked beyond receipt at the MSC and may encounter delays; the US Postal Service will not deliver to the Jones Street address.

Commercial Service Address (e.g. FedEx, UPS, or physical delivery) <i>*Strongly Recommended*</i>	US Postal Service Address
LSTA Grant Agreements Library Development Section, Suite 310 State Library of North Carolina Archives & State Library Building 109 E. Jones Street Raleigh, NC 27601 Attn: Jackie Haske	LSTA Grant Agreements Library Development Section State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699-4600 Attn: Jackie Haske

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions:

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/ activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at

http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

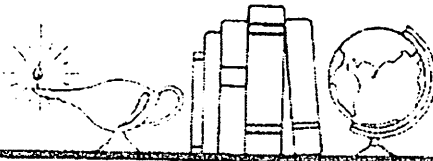
13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace



CLEVELAND COUNTY LIBRARY SYSTEM

CONFLICT OF INTEREST

In accordance with G. S. 143-6.1 and related legislation, we the undersigned entity, have adopted the following policy regarding Conflict of Interest:

The undersigned entity is aware that in the process of fund allocation by its management, employees, members of the board of directors or other governing body, instances may arise which have the appearance of a conflict of interest or appearance of impropriety.

In order to avoid conflicts of interest or the appearance of impropriety, should instances arise where a conflict may be perceived, any individual who may benefit, directly or indirectly, from the entity's disbursement of funds, shall abstain from participating in any decisions or deliberation by the entity regarding the disbursement of funds.

The undersigned entity recognizes the possibility that it may be the recipient of funds which are allocated consistent with the purpose and goals of its programs. If such allocations are made, the undersigned entity will strive to insure that funds are expended in such a manner that no individual will benefit, directly or indirectly, from the expenditure of such funds in a manner inconsistent with its programs.

Cleveland County Memorial Library
Agency/Organization

Carol H. Wilson
Carol H. Wilson
Authorized Signature

7-1-14 1-10-18
Date of Signature

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Carol H. Wilson

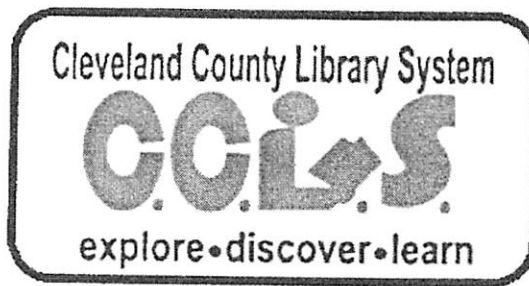
Signature of Authorized Certifying Official

Carol H. Wilson, Library Director

Print Name and Title of Authorized Certifying Official

1-10-18

Date



No Overdue Tax Debts' Statement

Certification Statement

We certify that the Cleveland County Library System does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is punishable as provided by N.C.G.S. 143-34(b).

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management at NCGrants@osbm.nc.gov or 919-807-4795.

Certification and Signatures (Please sign below in blue ink.)

We confirm that the foregoing certification is true, accurate, and complete to the best of our knowledge. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Carol H Wilson

Printed name of library director

Carol H. Wilson

Signature of library director

1-10-18

Date

Jason Falls, Interim County Manager

Printed name & title of local government official

Institutional authorizing official

Jason Falls

Signature of above official

1-11-2018

Date

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Public Safety: Budget Amendment (BNA#033)

Department: Public Safety

Agenda Title: Budget Amendment (BNA#033)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA033.pdf	BNA 033

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 033SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:February 8, 2018

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: PUBLIC SAFETYDATE: 1/24/2018

SIGNATURES:

2/5/18
Finance DirectorDepartment Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.437.4.310.00	93889-3SMT	PUBLIC SAFETY	FEDERAL GOVT GRANT	\$ 3,500.00	
010.437.5.211.00	93889-3SMT	PUBLIC SAFETY	CONTROLLED PROPERTY EXP	\$ 2,645.00	
010.437.5.240.00	93889-3SMT	PUBLIC SAFETY	AUTOMOTIVE SUPPLIES	\$ 855.00	

Explanation of Revisions: To budget FY18 SMAT III Sustainment Grant funds to be received thru MHPC fm NCOEMS
to purchase strip doors, mount states, and ton gantry crane.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY
COMMISSIONERS' MEETING ON _____
(Date)

Phyllis Nowlen, Clerk to the BoardRETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.comcc: Personnel
cc: Purchasing

Batch # _____

Date: _____

By: _____

SUBCONTRACTOR AGREEMENT
Project # SMAT III Sustainment
Cleveland County SMAT III

This Subcontractor Agreement (this "Agreement") is entered into this 21st of December of 2017, by and between **The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center ("CMC")** and **Cleveland County SMAT III ("Subcontractor")**.

CMC, on behalf of the **Metrolina Healthcare Preparedness Coalition ("MHPC")**, applied for and received a grant (the "Grant") for one (1) grant year from the North Carolina Office of Emergency Medical Services ("NCOEMS") pursuant to the terms and provisions of that certain Contract #00035590, Division #HP-12-2319, PO#279000 and all exhibits and attachments thereto (the "Grant Contract"). These funds will be used to enhance regional preparedness as outlined by the United States Department of Health and Human Services – Health Resources and Services Administration. CMC wishes to disburse to Subcontractor a portion of such funds for disaster preparedness purposes and Subcontractor wishes to receive same and perform such disaster preparedness duties, as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant/Term.** Provided CMC receives the Grant funding from NCOEMS, CMC shall sub-grant a total of \$3500.00 (the "Sub-Grant") of such Grant to Subcontractor for use solely as described in this Agreement and the Grant Contract. Such Sub-Grant shall be used by Subcontractor solely for disaster preparedness purposes as described in the Grant Contract during the term of the Grant Contract. Notwithstanding anything contained in this Agreement to the contrary, CMC and Subcontractor hereby agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose as provided to CMC from NCOEMS.

2. **Use of Funds.** In order to receive the Sub-Grant, Subcontractor shall submit invoices for reimbursement to CMC documenting expenses incurred for disaster preparedness. Such invoices must include Summary Cover Sheet and originals of all paid invoices and shall be submitted to the address for CMC in Section 6 of this Agreement. Within 90 days after Subcontractor submits the foregoing documentation for reimbursement, CMC shall reimburse Subcontractor for its expenses. Subcontractor's aggregate reimbursement amount during the term of this Agreement shall not exceed the total Sub-Grant amount.

3. **CMC Responsibilities.** During the term of this Agreement, CMC, on behalf of MHPC, will perform the following:

(a) Serve as the primary contact for Subcontractor with NCOEMS on all matters related to the Sub-Grant.

(b) Comply with the provisions of the Grant Contract for disbursement of the Sub-Grant to Subcontractor.

4. **Subcontractor Responsibilities.** During the term of this Agreement, Subcontractor shall perform the following:

(a) Comply with the provisions of the Grant Contract applicable to Subcontractor for receipt of any grant funding including, without limitation, (i) providing high quality professional services consistent with the standards of practice in the geographic area and with all applicable federal, state and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies and (ii) maintaining all insurance required under the "Indemnity and Insurance" provision in Attachment A to the Grant Contract (including, without limitation, professional liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate).

(b) If Subcontractor is an EMS System, participate in PreMIS and report weekly to the State Medical Asset Resource Tracking Tool (SMARTT) in compliance with State reporting requirements (currently there is an 80% compliance requirement).

(c) If Subcontractor is a hospital, report daily to the State Medical Asset Resource Tracking Tool (SMARTT) in compliance with State reporting requirements (currently there is a 90% compliance requirement).

(d) If Subcontractor is a hospital, participate in the State Medical Assistance Team (SMAT II) program and disaster medical exercises to be eligible to receive funding.

(e) Participate in a minimum of 50% of Metrolina Healthcare Preparedness Coalition meetings in grant year 2017-2018.

(f) Be compliant with the National Incident Management System.

(g) Submit current inventory for submission to iCams before agency can be reimbursed.

(h) Use the grant funds solely for the purposes described in the Assistant Secretary for Preparedness and Response Grant Application *Project Narrative Form - Project* as follows:

Item Description	Quantity	Unit Price	Total Cost
Verilon Strip Doors	3	285.00	855.00
Mount Stakes onto Flatbed Truck	1	1600.00	1600.00
Vestil FHS 2-10 1 Ton Gantry Crane	1	1045.00	1,045.00
TOTAL			\$3,500.00

(i) Submit all project proposals to CMC by November 30, 2017.

(j) Submit all purchase invoice requests to CMC by January 30, 2018.

(k) Provide Sub-Grant related financial records and reports to CMC, upon request.

(l) Be compliant with all audit reporting requirements in the Grant Contract and under applicable laws.

(m) Keep and maintain records of expenditures adequate to verify the use of Sub-Grant funds.

(n) Uphold appropriate accounting standards. Misappropriation of Sub-Grant funds or unsatisfactory progress by Subcontractor, as determined by CMC, may result in loss of funding.

(o) Accept responsibility for equipment purchases in the event of an audit by the NCOEMS. Subcontractor will be responsible for producing the physical inventory of any equipment purchases upon request. If unable to do so, any action requested by the State, including the repayment of Sub-Grant funds, is the responsibility of Subcontractor.

(p) Comply with all federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements.

5. **Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify CMC against any and all losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees, costs and expenses) incurred by CMC as a result of (i) the breach by Subcontractor or any employee, agent or contractor of Subcontractor of the terms of this Agreement, or (ii) the performance of negligent acts or omissions, willful misconduct or fraudulent acts or omissions by Subcontractor or any employee, agent or contractor of Subcontractor.

6. **Notices.** Any notice pursuant to this Agreement must be in writing and shall be deemed effectively given to the other party on the earliest of the date (a) three business days after such notice is sent by registered U.S. mail, return receipt requested, (b) one business day after delivery of such notice into the custody and control of an overnight courier service for next day delivery, (c) one business day after delivery of such notice in person and (d) such notice is received by the applicable party; in each case to the appropriate address below (or to such other address as either party may designate by notice to the other party):

If to CMC: Carolinas Medical Center
Metrolina Healthcare Preparedness Coalition
1110-E Center Park Dr
Charlotte, NC 28217
Attention: Hannah Gompers
MHPC Assistant Healthcare Preparedness Coordinator

With copy to: Carolinas HealthCare System
1000 Blythe Boulevard
Post Office Box 32861
Charlotte, North Carolina 28232-2861

Fax: (704) 355-6330
Phone: (704) 355-3063
Attn: General Counsel

If to Subcontractor: _____

7. **Termination.** In the event the Grant Contract is terminated at any time, this Agreement shall automatically terminate as of such date. If Subcontractor misappropriates Sub-Grant funds in CMC's discretion or otherwise breaches any provision of this Agreement, in addition to all rights and remedies at law or in equity, CMC shall have the right to immediately terminate this Agreement and stop payment of any Sub-Grant funds. Additionally, either party may terminate this Agreement without cause by giving 20 days' prior written notice to the other party.

8. **Responsibility for Taxes.** Subcontractor will be solely responsible for and will hold CMC harmless from the payment of any and all taxes, penalties, assessments and interest of whatever kind that may be due or assessed by any governmental entity or agency arising out of any monies earned by Subcontractor pursuant to this Agreement. This obligation will survive termination of this Agreement.

9. **Independent Contractor.** The sole relationship between the parties hereto is that of independent contractors. This Agreement is not intended, nor will it be construed, to create any partnership, employment, agency or joint venture relationship between CMC and Subcontractor.

10. **Confidentiality.** Except as required by law or as necessary to perform its obligations hereunder, Subcontractor agrees not to disclose the terms of this Agreement or any confidential or proprietary information relating to CMC and its operations including, but not limited to, financial data; proprietary, or trade secret information; strategic business plans, marketing plans, financial forecasts or other competitively sensitive information created during the term of this Agreement without the express written consent of CMC, which consent CMC may withhold in its sole discretion.

11. **Miscellaneous Provisions.**

(a) All section and item headings are inserted for convenience only and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

(b) This Agreement contains the entire understanding of the parties relating to the matters referred to herein, and shall be amended only by written instrument signed by the parties to this Agreement.

(c) If any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement.

(d) This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

(e) The parties may not assign any of their rights or obligations hereunder without the prior written consent of the other party.

(f) The failure by either party to promptly exercise a right hereunder, or to seek a remedy available hereunder because of a breach of this Agreement, shall not be construed as a waiver of that right or a waiver of any remedy for that breach or any future breach of this Agreement.

(g) Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

(h) Whenever used herein, the masculine pronoun shall include the feminine and neuter pronouns, and the singular shall include the plural, and the plural the singular.

(i) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

"CMC"

**THE CHARLOTTE-MECKLENBURG HOSPITAL
AUTHORITY d/b/a CAROLINAS MEDICAL
CENTER**

By: George McLendon 12/22/2017
Name: George McLendon, PhD
Title: Vice President, Research

"SUBCONTRACTOR"

Cleveland County SMAT III Team

By: [Signature] 12/22/2017
Name: Joe Lora
Title: CCMSD Director

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Tax Administration

Department: Tax Administration

Agenda Title: Set Public Hearing for Small Business Incentive Grant for A&K Williams Enterprises, LLC.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> StaffRpt._SBG_williams.docx	Staff Report A&K Williams

STAFF REPORT

To: County Commissioners Meeting Date: 2/6/2018 (Consent Agenda)
Via: Brian Epley, County Manager
From: Chris Green, Tax Administrator
Subject: Public Hearing for Small Business Incentive Grant

Summary Statement: A public hearing is requested to allow comment on a Small Business Incentive Grant for A&K Williams Enterprises, LLC.

Review: A&K Williams Enterprises, LLC has made application for participation in the Small Business Investment Grant Program. Under the Program, a qualifying net new investment of \$250,001 to \$500,000 would be eligible for a grant equal to 100% of taxes paid on the new investment for year one of the grant and 50% for years two and three. Grant amount will be calculated on 0.57 per \$100 of net new investment. The applicant has met the listing and investment requirements. Taxes have been paid and there are no unresolved appeals.

Per G.S. 158-7.1(c), any appropriation or expenditure pursuant to this section (158-7.1) must be approved by the county after a public hearing. **We request that a public hearing be set for 6:00 PM, February 20, 2018.**

Pros:

- Compliance with statutory requirement for public hearing.
-

Cons:

- None noted.
-

Fiscal Impact:

Recommendation: Schedule public hearing as required per G.S. 158-7.1(c).

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Tax Administration

Department: Tax Administration

Agenda Title: Set Public Hearing for Small Business Incentive Grant for Roland Grace Farms, LLC.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> StaffRpt._SBG_roland_grace_farm.docx	Staff Report Roland Grace

STAFF REPORT

To: County Commissioners Meeting Date: 2/6/2018 (Consent Agenda)
Via: Brian Epley, County Manager
From: Chris Green, Tax Administrator
Subject: Public Hearing for Small Business Incentive Grant

Summary Statement: A public hearing is requested to allow comment on a Small Business Incentive Grant for Roland Grace Farms, LLC.

Review: Roland Grace Farms, LLC has made application for participation in the Small Business Investment Grant Program. Under the Program, a qualifying net new investment of \$100,000 to \$250,000 would be eligible for a grant equal to 50% of taxes paid on the new investment for three years. Grant amount will be calculated on 0.57 per \$100 of net new investment. The applicant has met the listing and investment requirements. Taxes have been paid and there are no unresolved appeals.

Per G.S. 158-7.1(c), any appropriation or expenditure pursuant to this section (158-7.1) must be approved by the county after a public hearing. **We request that a public hearing be set for 6:00 PM, February 20, 2018.**

Pros:

- Compliance with statutory requirement for public hearing.
-

Cons:

- None noted.
-

Fiscal Impact:

Recommendation: Schedule public hearing as required per G.S. 158-7.1(c).

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Planning Department: Rezoning Case 18-01; Parcel 27384

Department:

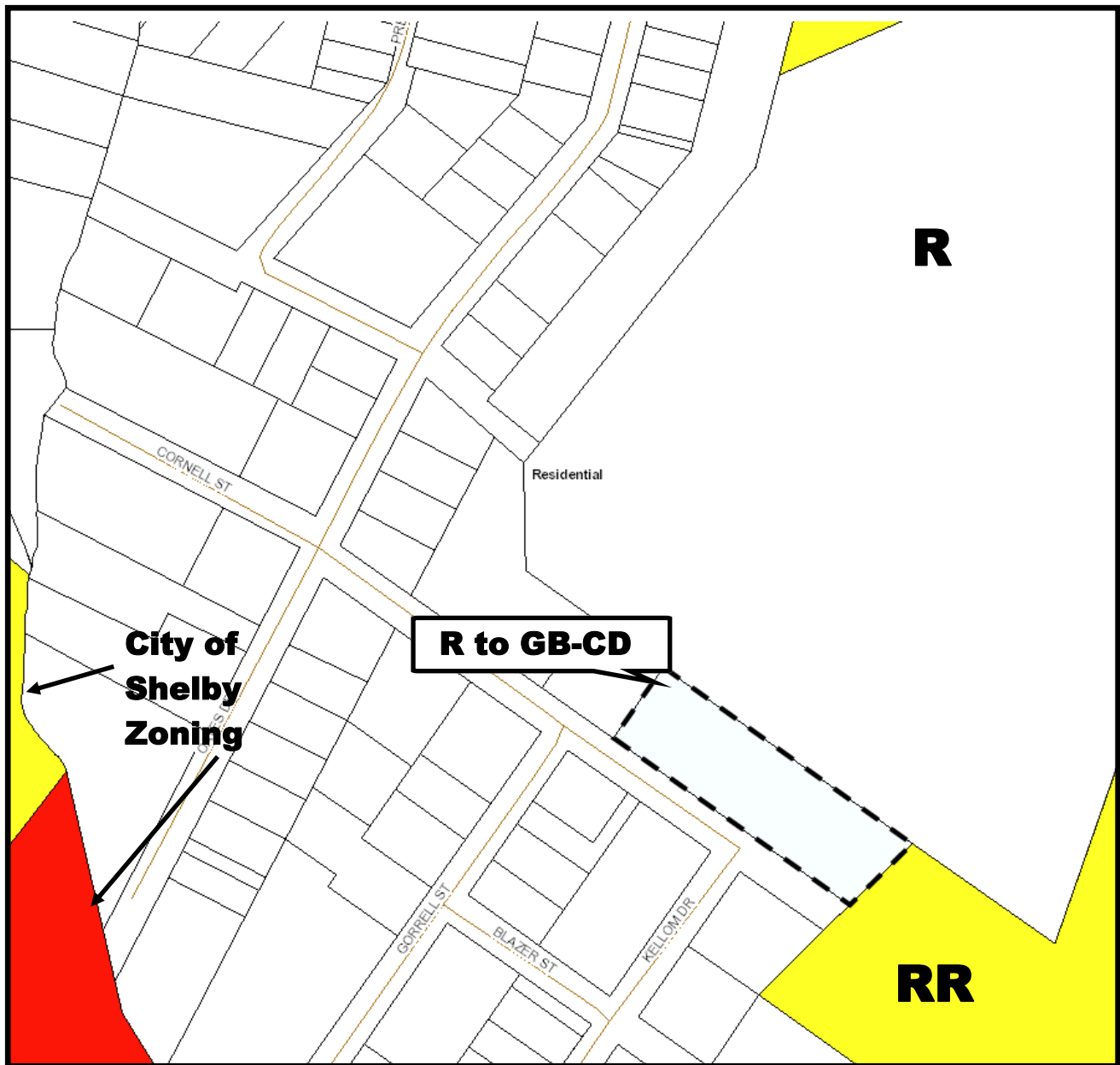
Agenda Title: Planning Department: Rezoning Case 18-01; Parcel 27384

Agenda Summary: Chris Martin, Senior Planner

Proposed Action:

ATTACHMENTS:

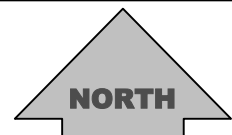
File Name	Description
<input type="checkbox"/> 18-01_Zoning_Map.pdf	Case 18-01 Zoning Map
<input type="checkbox"/> 18-01_Recommendation.docx	Case 18-01 PB Rec
<input type="checkbox"/> 217_Blazer_Street_Site_Plan_Scan.pdf	18-01 Site Plan
<input type="checkbox"/> 18-01_Staff_Report_217_Blazer_Street_Rezoning.pdf	Case 18-01 STaff Report
<input type="checkbox"/> 18-01_LUP_217_Blazer_Street.pdf	Land Use Plan map
<input type="checkbox"/> 18-01_Neighborhood_Map.pdf	Case 18-01 Neighborhood Map



REZONING CASE 18-01: 217 East Blazer Street

Existing: Residential

Proposed: General Business-Conditional District



Planning Board Recommendation
Public Hearing

January 23, 2018
February 6, 2018

R	Residential	NB	Neighborhood Business
RR	Restricted Residential	GB	General Business
RM	Manufactured Homes & Parks	LI	Light Industrial
RA	Rural Agricultural	HI	Heavy Industrial

ZONING MAP AMENDMENT - CASE 18-01

Residential (R) to General Business Conditional Use District (GB-CD)

Planning Board Recommendation

Postpone to Date Certain

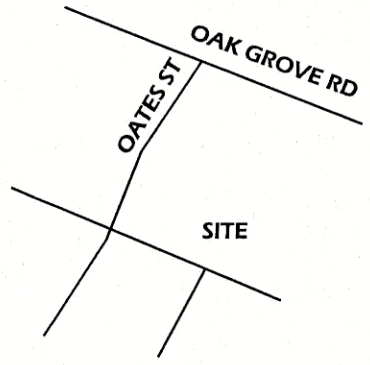
The Planning Board voted unanimously to recommend **postponing** the rezoning request until after the February 27 Planning Board meeting so that the Board can receive a recommendation from Isothermal Planning Commission and so that staff can evaluate any conditions that could enable the use to be compliant with zoning.

NCGS 153A-341 requires a plan consistency statement be recorded that shows one of the following:

- Approving the proposed amendment and describing its consistency with the Land Use Plan
- Rejecting the proposed amendment and describing its inconsistency with the Land Use Plan
- Approving the proposed amendment and declaring the plan is amended with an explanation as to how the changes meet the development needs of the community

Max Hopper, Chairman
Cleveland County Planning Board

PLAT NORTH: PB 8 PG 85



NOTES:
-PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED
-NO TITLE SEARCH PERFORMED BY THIS FIRM.
-PROPERTY MAY OR MAY NOT BE IN A FLOOD ZONE, UNLESS SPECIFIED ON SURVEY, UPON REQUEST.
-ANY UNDERGROUND UTILITIES SHOWN CANNOT BE FULLY VERIFIED BY THIS FIRM UNLESS UNCOVERED FOR VISUAL INSPECTION.
-THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE ABSTRACT. THE SURVEYED PROPERTY IS SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, SETBACK LINES, BURIED UTILITIES, PIPES, TANKS, MINERAL RIGHTS AND LANDFILLS WHETHER OR NOT SHOWN ON THIS PLAT OR WHETHER OR NOT RECORDED IN PUBLIC RECORDS.
-R/W SHOWN SUBJECT TO NC DOT VERIFICATION

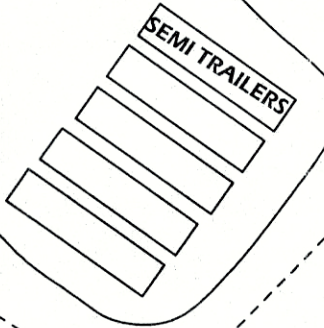
SCHANTEL VASSILOPANAGOS
8E-503
100 CHERRYTREE TRL
FORNEY, TX 75126
RESIDENTIAL
PARCEL # 27383

PROPERTY OF
JOHN & AUNDREA
WILLIAMS
1702-1902
1.75 ACRES BY GIS
RESIDENTIAL
PARCEL # 27384

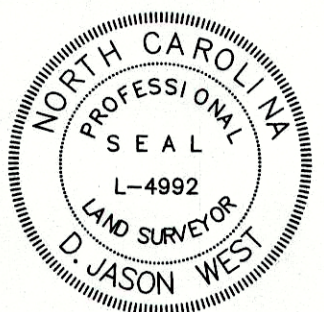
PHILLIP & FRANCES
GOSSAGE
1494-1671
11780 DEVON DOWNS TRL
JOHNS CREEK, GA 30005
RESIDENTIAL
PARCEL # 22165

KELLOM DRIVE

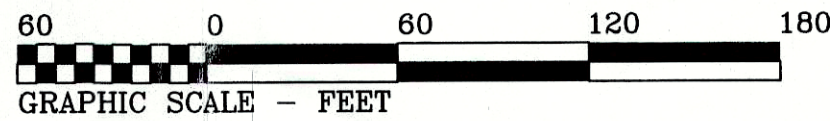
GRAVEL PARKING
AREA



KATE SPAKE &
EDWARDS ROBERTS
1728-1309
523 BORDERS RD
SHELBY, NC 28152
RESTRICTED RESIDENTIAL
PARCEL # 21905



THIS PLAT IS A SITE PLAN ONLY. NO FIELD WORK HAS BEEN COMPLETED.



LAND OWNER:
JOHN & AUNDREA WILLIAMS
2707 ELIZABETH AVE.
SHELBY, NC 28150
PH:

REVISIONS:

SITE PLAN FOR:	
JOHN & AUNDREA WILLIAMS	
LOCATION: TWSP NO. SIX, CLEVELAND COUNTY, NC	
PARCEL ID:	27384
DATE:	SEPTEMBER 29, 2017
SCALE:	1" = 60'
FILE:	JWILLIAMS.DWG
DRAWN BY: DJW	

LEDFORD & WEST
LAND SURVEYING & MAPPING, PLLC.
228 E. DOUBLE SHOALS ROAD
LAWNDALE, NC 28090 704-312-6039
JWSURVEYOR6@GMAIL.COM

STAFF REPORT

To: Board of County Commissioners
From: Brian Epley County Manager
Via: Chris Martin, Senior Planner
Subject: Conditional Rezoning Case 18-01

Date: January 19, 2018

Summary Statement: Williams and Twiggs Trucking is requesting to rezone Parcel 27384, at 217 Blazer Street, from Residential (R) to General Business-Conditional District (GB-CD) to be used for Williams and Twiggs Trucking.

Review: John Williams is the owner of Williams and Twiggs Trucking. In August, 2015, Mr. Williams bought the property at 217 Blazer Street and began grading the property for his trucking business. Mr. Williams currently uses this property to park six (6) semitrailer trucks. A zoning permit was not sought for this use.

In July 2017 a complaint was made about large trucks going up and down Oates Drive to Oak Grove Road. The property, being zoned Residential, is not zoned for what is referred to in the Cleveland County Unified Development Code (The Code) as General Freight Trucking, and is therefore in violation of the Code. Mr. Williams has requested that the land be conditionally rezoned to General Business so that he may keep his trucks on this property.

The area surrounding 217 Blazer Street is zoned both Residential and Restricted Residential and is comprised of mostly single family dwellings. To the southwest is some commercial property within Shelby's zoning jurisdiction and to the east there is some general business along Oak Grove Road. The land use plan designates this area and the surrounding area as Residential.

Per North Carolina General Statute 153A-341 the Board is required to craft a plan consistency statement giving explanation as to the Board's decision and how it relates to the land use plan utilizing one of the three below:

- A statement approving the proposed zoning amendment and describing its consistency with the Land Use Plan;
- A statement rejecting the proposed zoning amendment and describing its inconsistency with the Plan; or
- A statement approving the proposed amendment and declaring that this also amends the Plan, along with an explanation of the change in conditions to meet the development needs of the community that were taken into account in the zoning amendment.

Notice of the public hearing will be mailed to the property owner(s) and adjoining owners, and a sign posted on the property on January 16th, 2018. Legal ads will be published in the newspaper on January 24th and 31st, 2018.

Pros:

- Rezoning would allow the existing business to remain in its current location.

Cons:

- Rezoning this parcel to GB-CD could be considered spot zoning.
- The Code defines General Business parcels as generally being located on arterial roads with the capacity to handle additional traffic. This parcel is not located on an arterial road.
- The land use plan identifies this area as future residential so rezoning this would be out of compliance with the land use plan.

Fiscal Impact:

- None

Planning Board Recommendation:

- The Planning Board recommended to postpone the hearing until after their February 27th meeting to give the Board time to receive a recommendation from Isothermal Planning Commission and for staff to evaluate conditions that could enable the use to be compliant with zoning.

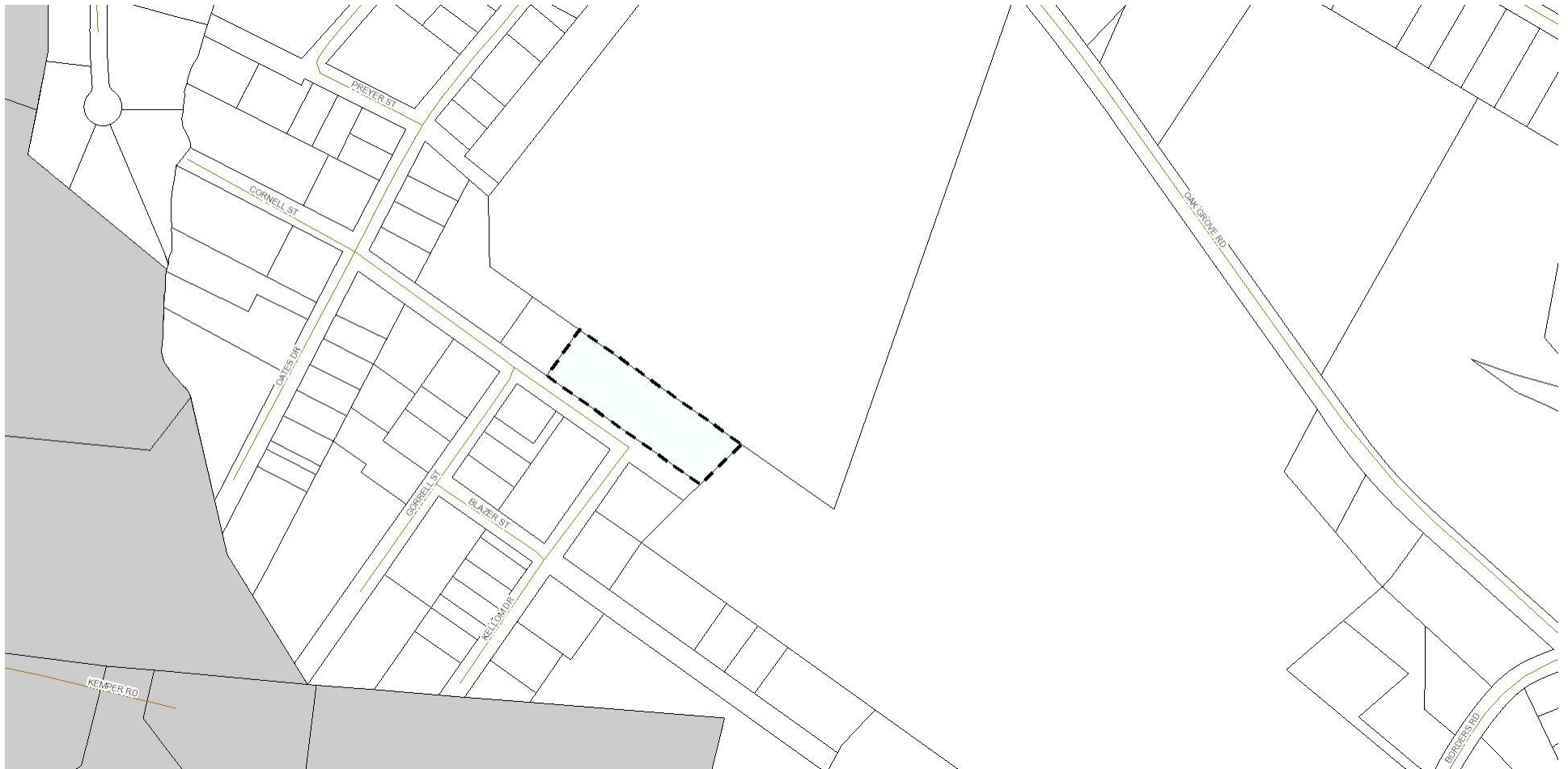
Case # 18-01 Re-Zoning: 217 Blazer Street: R to GB-CD
Future Land Use Plan Designation

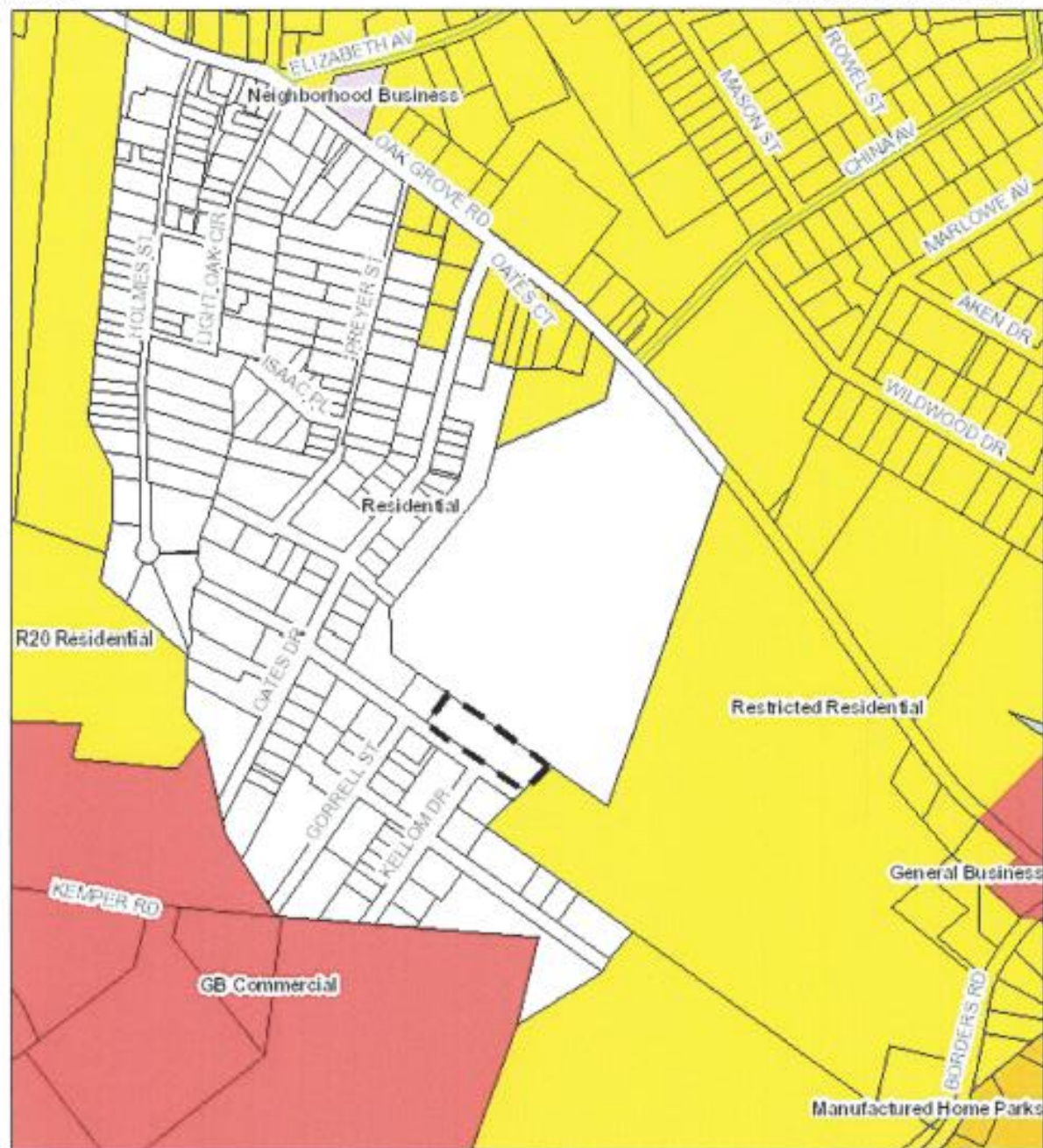


Residential



Municipal Zoning





Disclaimer: The information contained on this page is NOT to be construed or used as a survey or legal description. Map information is believed to be accurate but accuracy is not guaranteed.

Approx. Scale 1:8320
0 693 ft 1386 ft

Layer: Parcels

SEQNUM: 27384
 Owner1: WILLIAMS JOHN
 Owner2: WILLIAMS AUNDREA
 DeedBook_P: 1702-1902
 PIN: 2566172954
 SUM_Calcul: 1.74507893
 ParcelNo: 27384
 OwnerName1: WILLIAMS JOHN
 OwnerName2: WILLIAMS AUNDREA
 OwnerAddr1: 2707 ELIZABETH AVE
 OwnerAddr2: SHELBY NC 28150
 OwnerCity: SHELBY
 OwnerState: NC
 OwnerZip: 28150
 ParcelAddr: 217 BLAZER ST
 DeedBook: 1702
 DeedPage: 1902
 MapNo: 6-7A
 Block: 3
 Lot: 9
 LandValue: 9817
 AdjValue: 9817
 TaxYear: 2018
 ParAddr: 217
 ParRdName: BLAZER
 ParRdType: ST
 NeighCode: 17
 Tax_Distri: 51
 Use_Code: R

Attributes at point: 1261251, 567947

Layer: Zoning
Class: Residential
Municipality: Cleveland County Zoning
Layer: 2000 Census Tracts
Census Tract: 950700
Layer: NC House and Senate Districts
Senate: 46th Senate
Legist: 110th House
Layer: School Districts
Elementary: MARION ELEMENTARY
Intermediate: SHELBY INTERMEDIATE
Middle: SHELBY MIDDLE SCHOOL
High: SHELBY HIGH SCHOOL
Layer: Flood Zones
Grid: 2566
Panel: 3710256600J
Layer: Voting Precincts
Precinct: Shelby 5
Voting Site: Restoration Learning Center

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Indoor Sports Complex Partnership

Department:

Agenda Title: Indoor Sports Complex Partnership

Agenda Summary: Willie Green, President/CEO
5-Star Athlete, Inc.

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Lawndale Inter-local Agreement

Department:

Agenda Title: Lawndale Inter-local Agreement

Agenda Summary: Chris Martin, Senior Planner

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report_Lawndale_Code.doc.docx	Staff Report Lawndale
<input type="checkbox"/> Lawndale_Zoning_Inter-local_agreement_Draft.pdf	Lawndale Agreement

STAFF REPORT

To: Board of Commissioners
Via: Brian Epley, County Manager
From: Chris Martin, Senior Planner
Subject: Lawndale Inter-local Agreement

Date: January 29, 2018

Summary Statement: The Town of Lawndale has adopted the Cleveland County Development Code and wishes to have the County Planning office administer the ordinance within the town's jurisdiction.

Review: In December 2017, The Town of Lawndale adopted the Cleveland County County's Development Code and would like to have the County administer the ordinance inside town limits. Staff has attended several town meetings since August 2017 to present information regarding the development code and administration procedures. As with our other towns, Lawndale will retain the authority to hold public hearings to amend the zoning map and appoint a Board of Adjustment to hear appeals, variances, and/or conditional use permit requests. Lawndale currently has agreements with the County to administer the minimum housing code and the floodplain code within town limits.

One of the priorities of the Land Use Plan is to "facilitate coordination of enforcement with permitting and inspections" with our cities and towns. We have worked with many of the towns across the County in the past to provide these services and have created positive relationships through the process.

Pros:

- Adoption of the County Code helps Lawndale provide orderly growth the citizens within the town.
- Complies with the County's Land Use Plan
- Assures consistency in code enforcement through the County's Planning Department

Cons:

- None

Fiscal Impact

- Roughly 3-5 hours monthly staff time.

Resolution and Intergovernmental Agreement

Inter-local Agreement Between Cleveland County and the Town of Lawndale.

This resolution/agreement, made and entered into this the 14th day of December, 2017, by and between the Town of Lawndale, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and Cleveland County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statutes 160A-461, hereby covenant and agree as follows:

1. That the TOWN hereby contracts with the COUNTY to use the services of the Planning Department of the COUNTY to administer the Chapter 12 of the Cleveland County Code within the corporate limits of the TOWN.
2. That Chapter 12 of the Cleveland County Code and any amendments thereto are hereby adopted by the TOWN, through execution of this Resolution, as well as by this Inter-local Agreement, and the same shall apply within the corporate limits of the TOWN.
3. That the services of the Cleveland County Planning Department shall be performed at no cost to the TOWN. However, should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Cleveland County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject matter of this Agreement.
4. That all fees and charges associated with administering Chapter 12 of the Cleveland County Code as adopted by the Board of County Commissioners, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.
5. That the Cleveland County Planning Department will use every effort to enforce Chapter 12 of the Cleveland County Code, except that if any civil or criminal action becomes necessary, the TOWN shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from the Cleveland County Planning Department of such violations.
6. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
7. This Agreement may only be modified in writing and executed by both parties.
8. This Inter-local Agreement shall become effective upon adoption by both parties.

IN WITNESS WHEREOF, the Town of Lawndale has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Cleveland County has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk and its Official Seal to be hereunto affixed, the day and year first above written.

Eddie Holbrook, Chairman
Cleveland County Board of Commissioners

Attest:

Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners

Rick Garver, Mayor
Town of Lawndale

Attest:

Edna Green, Clerk
Town of Lawndale

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Volunteer Fire Department Strategic Plan Update

Department:

Agenda Title: Volunteer Fire Department Strategic Plan Update

Agenda Summary: Perry Davis, Emergency Management Director

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report_Fire_Service_Strategic_Plan_#17___18.doc	Staff Report VFD

STAFF REPORT

To: Cleveland County Commissioners Date: January 30, 2018

Via: Brian Epley, County Manager

From: Perry Davis, Emergency Management Director/Fire Marshal

Subject: Update of Blended Fire Service recommendations from 2016 Strategic Plan

Summary Statement: Updating the Board on the status of the Blended Fire Service (Paid part-time staff and stipends)

Review: The 2016 Fire Service Strategic plan identified 18 recommendations to strengthen the county fire service, recommendations #17 and 18 addressed the need for stipends and part time paid staff.

Background: In the FY 2017-18 Budget the Board increased funding to county fire departments to allow appropriations to fund a paid part time employment program along with a paid per call stipend program for volunteers. Each department with the exception of Lattimore has instituted a program to allow for two firefighters on duty each weekday and paid stipends to all volunteers at \$10 per call. This program has been well received by all departments that are participating and currently an increase in participation is being reported by many departments. Daytime response times have been nearly cut in half which will result in better ISO ratings for each department during their next rating inspections, equipment is being better maintained as well as station upkeep has dramatically improved for all departments.

- Pros: continued revitalization of our volunteerism as well as improved response times and manpower will continue to allow departments to meet the service demands of their communities. The continued support of our Board is appreciated by the fire service.
- Cons: No Cons are identified at this time.

Fiscal Impact to Cleveland County Budget: Currently no additional fiscal impacts to the county budget are needed, this program is in its infancy and will need to be evaluated after the first year is completed to determine if any future impacts will be necessary.

Recommendation: Continued support of the fire service strategic planning recommendations.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Closed Session

Department:

Agenda Title: Closed session per NCGS 143-318.11(a)(3) to consult with the County Attorney on a potential legal matter

Agenda Summary: Eddie Holbrook, Chairman

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Recess to Reconvene

Department:

Agenda Title:

Agenda Summary: Recess to reconvene to Thursday, February 8th at 1:00pm at the Le Grand Center located at 1800 E. Marion Street, Shelby for a Commissioners Work Session.

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available