

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

April 3, 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. Extension & Community Association Update

Pat Farley, ECA County Council President

3. Rural Roads Initiative

First Sergeant Joshua Dowdle

North Carolina State Highway Patrol

North Carolina Department of Public Safety Troop H District 4

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 February 26, 2018 Special Called Meeting and the March 20, 2018 Regular Commissioner Meeting
- B. **Library** Budget Amendment (BNA#041)

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 18-05; Parcel 59646
Chris Martin, Senior Planner

REGULAR AGENDA

- 7. Cleveland Community College Contract for Security Services
Brian Epley, County Manager
- 8. Annual External Audit Contract
Lucas Jackson, Assistant Finance Director
- 9. Solid Waste Tipping Fees for Cleveland County Fair
Nathan McNeilly, Environmental Health Supervisor

10. National Public Health Week 2018

Anne Short, Human Services Deputy Director

CLOSED SESSION

11. 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

ADJOURN

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Extension & Community Association Update

Department:

Agenda Title: Extension & Community Association Update

Agenda Summary: Pat Farley, ECA County Council President

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Rural Roads Initiative

Department:

Agenda Title: Rural Roads Initiative

Agenda Summary: First Sergeant Joshua Dowdle
North Carolina State Highway Patrol
North Carolina Department of Public Safety Troop H District 4

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 February 26, 2018 Special Called Meeting and the March 20, 2018 Regular Commissioner Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 03-20-2018_Minutes.pdf	03202018 Minutes
<input type="checkbox"/> 02-26-2018_Minutes_Special_Called.pdf	02262018 Minutes

Cleveland County Board of Commissioners
March 20, 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
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Chris Green, Tax Administrator

CALL TO ORDER

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

AGENDA ADOPTION

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

SPECIAL PRESENTATION

Platform Presentation by Miss Carolina Foothills Outstanding Teen: Chairman Eddie Holbrook recognized Danyel Phelps, Miss Shelby Organization Executive Director. The Board thanked Ms. Phelps for the hard work she gave for reviving the Miss Carolina Foothill program which covers 10 counties in the foothill region. The Board also commended Ms. Phelps for the continued support, care and leadership she gives to the participants in these programs. Ms. Phelps thanked the Board for their continued support to the Miss Shelby and Miss Carolina programs and for their service to the citizens of Cleveland County. This is the fifth year for the Miss Shelby/Miss Carolina Foothills/Outstanding Teen Program and a grand total of \$280,000 has been awarded in scholarships throughout those five years. Ms. Phelps advised Taylor Cuthbertson, title holder for Miss Carolina Foothills 2018 was unable to attend due to the inclement weather in her area. Ms. Phelps then introduced Taylor Lloyd, Miss Carolina Foothills Outstanding Teen 2018. Ms. Lloyd gave an overview of the upcoming Ms. North Carolina Outstanding Teen pageant competition. She continued with her personal platform which is Healing Hearts through the Arts that is registered in North Carolina as a Title 501C3 non-profit. She was inspired to join the program by her younger brother who was severely injured as a child. While he was in the hospital, the arts had a major impact on his recovery and she wanted to give back to the organization. The Board thanked Ms. Lloyd for her presentation and her community participation.

CITIZEN RECOGNITION

No citizens registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the *February 6* and the *February 20, 2018 regular meeting*, in Board Members packets.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, 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 *February 2018*.

CLEVELAND COUNTY 311 E MARION ST ROOM 134 P O BOX 370 SHELBY, NC			
TOTAL TAXES COLLECTED FEBRUARY 2018			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	\$0.00
2017	\$1,896,032.21	\$0.00	\$1,896,032.21
2016	\$46,302.11	\$0.00	\$46,302.11
2015	\$10,286.22	\$0.00	\$10,286.22
2014	\$6,586.55	\$0.00	\$6,586.55
2013	\$1,309.39	\$369.92	\$1,679.31
2012	\$1,849.71	\$269.04	\$2,118.75
2011	\$809.09	\$67.41	\$876.50
2010	\$748.81	\$27.52	\$776.33
2009	\$370.43	\$94.81	\$465.24
2008	\$130.74	\$97.97	\$228.71
2007	\$0.00	\$0.00	\$0.00
TOTALS	\$1,764,425.26	\$926.67	\$1,765,351.93
DISCOUNT	\$0.00		
INTEREST	\$61,896.90	\$463.89	\$0.00
TOLERANCE	(\$7.90)	\$0.00	
ADVERTISING	\$288.00	\$343.13	
GARNISHMENT	\$1,458.85		
NSF/ATTY	\$623.96		
LEGAL FEES	\$0.00		
TOTALS	\$1,828,685.07	\$1,733.69	
MISC FEE	\$128.35	\$0.00	
TAXES COLL	\$1,828,813.42	\$1,733.69	
DEF	\$6,588.14	\$7,067.78	\$0.00
DISC	(\$11.36)	\$1,835,881.20	\$1,733.69
TOL	\$0.03		
INT	\$490.97		
TOTAL UNCOLLECTED TAXES FEBRUARY 2018			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2017	\$3,193,918.61	\$0.00	\$3,193,918.61
2016	\$680,094.67	\$0.00	\$680,094.67
2015	\$379,365.73	\$0.00	\$379,365.73
2014	\$309,410.29	\$0.00	\$309,410.29
2013	\$171,649.63	\$71,767.10	\$243,416.73
2012	\$118,659.16	\$82,411.09	\$201,070.25
2011	\$85,578.08	\$61,171.80	\$146,749.88
2010	\$76,658.99	\$55,855.11	\$132,514.10
2009	\$75,302.42	\$52,241.65	\$127,544.07
2008	\$55,385.42	\$63,145.80	\$118,531.22
2007	(\$0.00)	\$0.00	(\$0.00)
	\$5,146,022.99	\$386,592.55	\$5,532,615.54
DEF REV	\$8,114.93		
TOTAL UNCOLLECTED	\$5,154,137.92	\$386,592.55	\$5,540,730.47

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *February 2018*. The monthly grand total of tax abatements was listed as (\$5,680.07) monthly grand total for tax supplements was listed as \$8,015.89.

COOPERATIVE EXTENSION: BUDGET AMENDMENT (BNA #034)

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

Account Number	Project Code	Department/Account Name	Increase	Decrease
010.495.4.810.99		Cooperative Extension/Dairy Steer Proj-Contrib	\$2,223.00	
010.495.5.790.99		Cooperative Extension/Dairy Steer Proj-Contrib	\$2,223.00	
010.495.4.810.99		Cooperative Extension/Contributions-Donations	\$847.00	
010.495.5.790.99		Cooperative Extension/Contributions-Donations	\$847.00	

Explanation of Revisions: To budget \$3,070 in donations received for the Dairy Steer Project. Budget sponsorships/donations received to cover Area Beef Conference expenses that was held on January 3, 2018.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #035)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.548.4.810.00		CODAP/Contributions-Donations	\$100.00	
012.548.5.790.00		CODAP/Contributions-Donations	\$100.00	
<i>Explanation of Revisions: To budget \$100.00 in donated funds received from the Poston Family in memory of Dean Ruppe to be used by the Substance Abuse Prevention Coalition to purchase educational materials to promote Drop Box Drop Off events.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #036)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.536.4.810.00		Adolescent Pregnancy/ Contributions-Donations	\$150.00	
012.536.5.790.00		Adolescent Pregnancy/ Contributions-Donations	\$150.00	
<i>Explanation of Revisions: To budget \$150.00 in funds received from the First Baptist Church in Kings Mountain that will be used towards student incentives for participating in the adolescent pregnancy prevention program.</i>				

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #037)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
011.519.4.310.00	93568-P372	Public Asst/Fed Gov Grants	\$50,000.00	
011.519.5.512.05		Public Asst/Crisis	\$50,000.00	
<i>Explanation of Revisions: \$50,000 budget amendment necessary to accept additional federal funds for the Low-Income Energy Assistance Program (LIEP) for FY 2017/2018. The additional monies are the result of additional funding.</i>				

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #038)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
011.504.4.310.00	93556-P096	Title XX/Federal Grants	\$12,515.00	
011.504.5.121.00		Title XX/Salaries	\$12,515.00	
<i>Explanation of Revisions: \$12,515 budget amendment necessary to accept additional Federal Funds to help offset the county share in salaries FY 2017/2018.</i>				

CAPITAL PROJECTS IPWS ROAD/RAIL: BUDGET AMENDMENT (BNA #039)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
479.715.4.350.00		IPWS Road-Rail Proj/State Government Grants	\$2,117,322.00	
479.715.4.409.00		IPWS Road-Rail Proj/Local Revenues	\$1,175,000.00	
479.715.5.700.01		IPWS Road-Rail Proj/Grants-Road, Paving, Rail	\$3,292,322.00	
<i>Explanation of Revisions: To budget funds for IPWS Turn Lanes and New Industrial Entrance. Board approved contractor at the February Meeting. This is to set up the NCDOT grant funds and the Clearwater Funds.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #040)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, 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>
012.548.4.310.00	93276-8SPF	CODAP/Federal Govt Grants	\$20,364.00	
012.548.5.581.00	93276-8SPF	CODAP/Awards-Appreciation	\$1,866.40	
012.548.5.211.00	93276-8SPF	CODAP/Grants-Expense	\$18,497.60	

Explanation of Revisions: Budget federal grant dollars in the amount of \$20,364.00 for Partners Behavioral Health Management/Strategic Prevention Framework (SPF). Cleveland County received additional funding of \$20,364.00 given to purchase drug disposal kiosk that will be given to the Cleveland County Sheriff's Office. The purchase of medicine lock boxes and deterra pouches to be used as incentives.

FARM LEASE AGREEMENT

Andrew White (Parcel 33012 - 53 acres) and Roger Bradley (Parcel 33309 - 27 acres) have been farming property owned by Cleveland County in Polkville. Parcel 33012 was given to Cleveland County by the Town of Polkville in 2010. The property was given to the County to be used for the proposed Upper Cleveland Sports Complex. With the dissolution of the Sports Commission, the property has been vacant since 2010. The County entered into a lease agreement to farm the property in 2015. Parcel 33309 was purchased by Cleveland County in 2009 from Anne Hare. It has been vacant since purchase. Roger Bradley currently farms the property. Staff worked with Greg Traywick to determine a fair cost per acre. Staff is recommending that both properties be leased for \$40 an acre. Cost per acre would be per acre cultivated. This would be a renewal on the existing lease agreement. The County will receive approximately \$2,500 in revenue under this agreement. Funding from the lease of these parcels will be earmarked to the County's Economic Development Fund which is used primarily for land development. Staff has contacted the Town of Polkville and the Mayor is in support of the project.

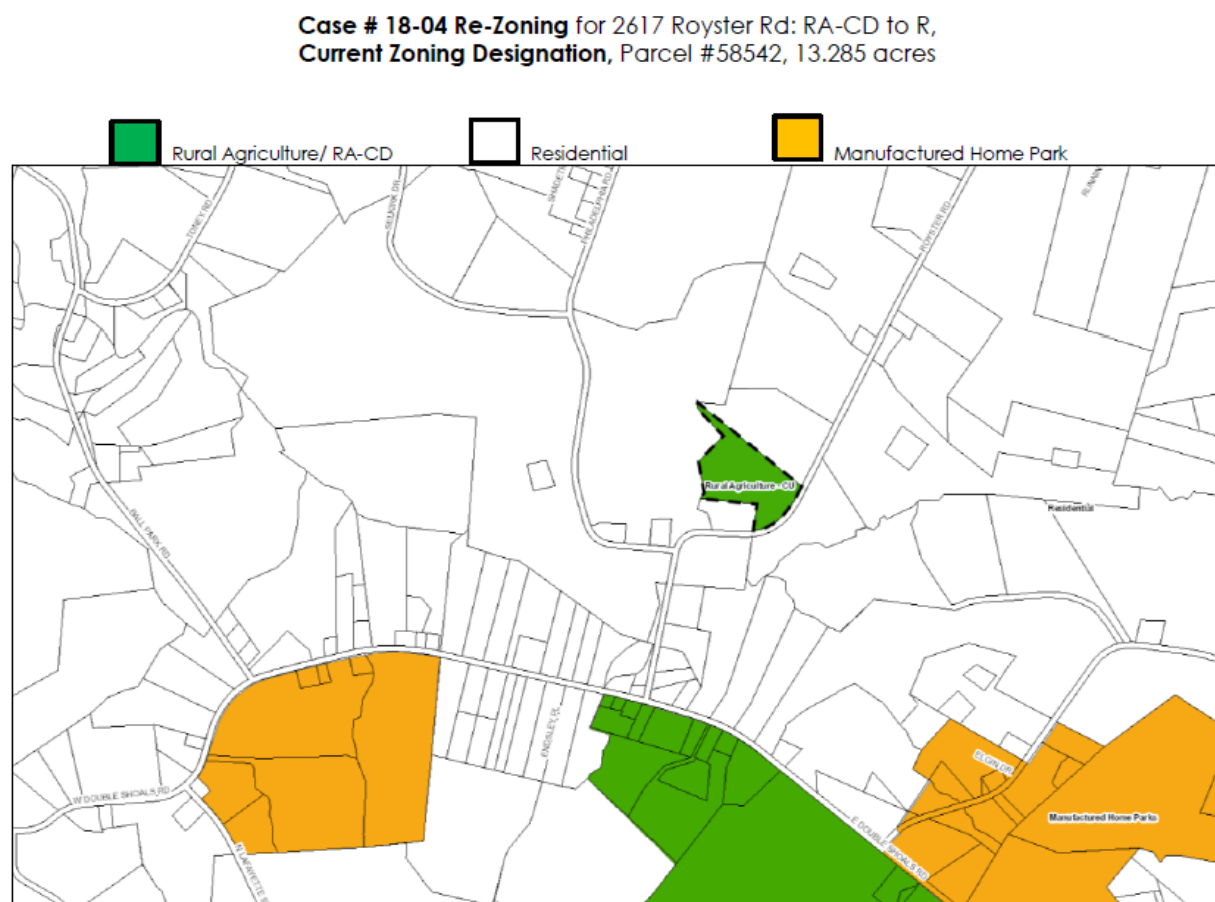
(copy found on Page ____ of Minute Book ____).

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and passed unanimously by the Board to, ***approve the Farm Lease agreements between Andrew White and Cleveland County and Roger Bradley and Cleveland County.***



PLANNING DEPARTMENT: RE-ZONING CASE 18-04; PARCEL 58542 at 2617 ROYSTER RD.
(Schedule Public Hearing for April 17, 2018)

The Bank of the Ozarks is requesting to rezone Parcel #58542 at 2617 Royster Rd. from Rural Agriculture-Conditional Use (RA-CU) to Residential to revert the property use back to residential. Bank of the Ozarks, Inc. has acquired this property and wishes to sell it for residential use. It is currently zoned as Rural Agriculture-Conditional Use district for a motorcycle repair shop and therefore cannot be sold for residential use under its current zoning district. This RACU zoning district was assigned to the property on October 3, 2006.



ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve scheduling the public hearing as requested.*

PLANNING DEPARTMENT: RE-ZONING CASE 18-05; PARCEL 59646 at 5110 EAST DIXON BLVD.
(Schedule Public Hearing for April 3, 2018)

Betty H. Carrigan is requesting a zoning map amendment at 5110 East Dixon Blvd in Kings Mountain from Heavy Industrial (HI) to General Business (GB). Charles and Betty Carrigan own Parcel #59646, a one (1) acre tract on East Dixon Blvd between Shelby and Kings Mountain, just east of the intersection of East Dixon and Harmon Road.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve scheduling the public hearing as requested.*

REGULAR AGENDA

PLANNING DEPARTMENT: ZONING CASE 18-01; PARCEL 27384 AT 217 EAST BLAZER STREET

Chairman Holbrook called Chris Martin, Senior Planner for Cleveland County, to the podium. Mr. Martin advised a Public Hearing was held at the February 6, 2018 Regular Meeting regarding the rezoning request from John Williams, owner of Williams and Twiggs Trucking, to rezone Parcel 27384 at 217 Blazer Street, from Residential (R) to General Business-Conditional District (GB-CD) to be used for his business. Mr. Martin reminded the Board in August 2015, Mr. Williams bought the property, which is slightly less than two acres,

located in the Light Oak Community on Blazer Street which is a secondary road off of Oak Grove Road. Mr. Williams currently uses this property to park six semitrailer trucks. A zoning permit was not sought for this use. 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. Upon recommendation from the Planning Board, Commissioners voted to postpone their decision of rezoning Parcel 27384 until the March 20, 2018 Regular Meeting. This would give the Isothermal Planning and Development Commission (IPDC) time to evaluate and make their recommendation.

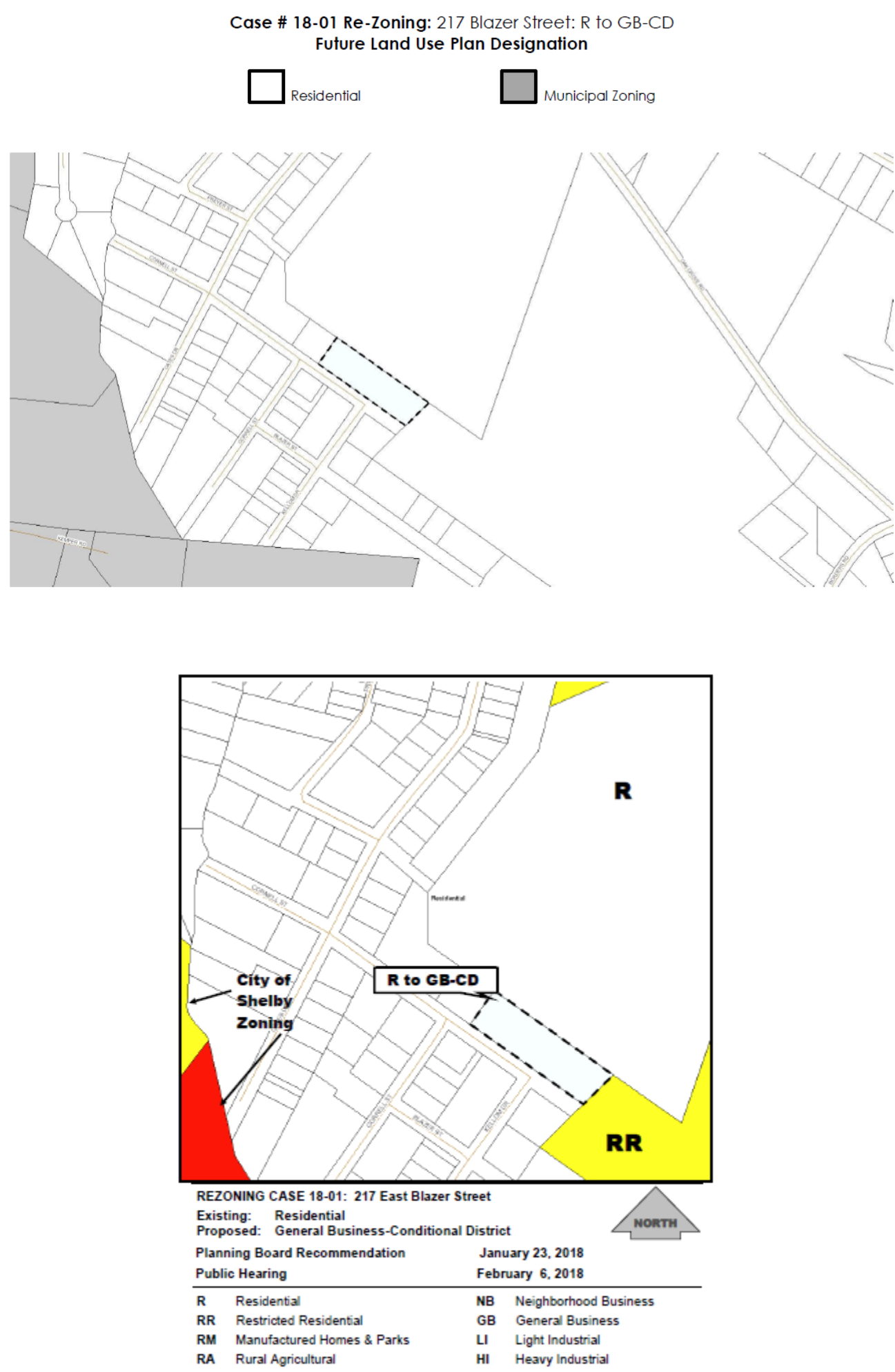
On Wednesday, February 21, 2018, the Planning Department received the recommendation from the IPDC consultant to deny the proposed conditional rezoning of Parcel 27384 from Residential to General Business due to its inconsistency with the Cleveland County Land Use Plan and its impact on surrounding properties. Most notably, the properties along Oates Drive would be impacted. Drivers along Oak Grove Road may be impacted as well when the trucks turn on or off of Oates Drive. The presence of large trucks traveling down Oates Drive and Oak Grove Road (noise, potential damage to road, impact on pedestrian safety) create the biggest impact to surrounding neighbors and contributes most to the rezoning's inconsistency. If the property is rezoned to General Business, any use authorized in a General Business District must be authorized on the site in the future. Potential conditions to lessen impact may include restrictions on hours of operation, lighting, screening, or parking surface materials and could make the general freight trucking use more attractive to surrounding neighbors, but no reasonable condition could make the presence of large trucks traveling down small, residential streets less of a public safety and nuisance issue. Additionally, the approval of rezoning may be considered spot zoning due to its inconsistency with the surrounding zoning districts.

The Planning Board meet for a second time on February 27th and after much discussion they too voted unanimously to recommend denying the rezoning request citing this area is designated Residential and rezoning to General Business Conditional District would not be consistent with the plan. The Planning Board commented that the request would create a spot zoning situation that is inconsistent with the Land Use Plan. The Planning Board felt that the Land Use Plan should not be amended and the proposed use of a transportation trucking business was incompatible with the surrounding neighborhood. The Planning Board listed several reasons for their recommendation to deny which include:

- Rezoning to General Business would be spot zoning
- General Business is not consistent with the land use plan and there is no reasonable justification for amending the land use plan for this neighborhood
- Roads are not designed for truck traffic
- Potential safety issues

- The proposed use would not be in the best interest of the public and would be inconsistent with the surrounding uses.
- The truck traffic could pose a danger to the neighborhood.

Chairman Holbrook opened the floor to the Board for comments or questions. Commissioner Hutchins inquired about the road going in and out of the neighborhood. Mr. Martin advised it is a state-maintained road and is considered a secondary road. Commissioner Allen stated she has driven out to that area several times and it is a residential neighborhood through the main entrances.



The Board inquired about the time frame that is allowed for Mr. Williams to bring the property into compliance. Mr. Martin advised the code gives a minimum of a 60-day period to fix the violation but does allow for that time to extend to 180 days.

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Allen, and passed by the Board 4-1 (Commissioner Hutchins opposed) to, *deny the re-zoning of Parcel 27384 from Residential to General Business-Conditional District as it could be considered spot zoning and it would be inconsistent with the Land Use Plan and allow John Williams, owner of Parcel 27384, 180 days to bring the property into compliance.*

Chairman Holbrook stated this was a very difficult decision for the Board to make but they are here to help him. The Board gave direction to County Manager Brian Epley to reach out to Mr. Williams to assist with a remedy for the situation.

SMALL BUSINESS INVESTMENT PROGRAM

Chairman Holbrook recognized Chris Green, Tax Administrator to present the Small Business Investment Program. The County Commissioners have recognized the continued need to provide programs and financial support to strengthen and diversify the County's economy, to attract new investment and encourage existing businesses to expand and reinvest in operations. In 2016, Cleveland County adopted the Small Business Investment Program. Several small businesses have taken advantage of this program. After two years of data, staff from Economic Development, Tax Administration, Finance, and Manager's Office have reviewed the program and recommend several minor modifications:

- Change the new taxable value threshold to a minimum of \$50,000 and a maximum of \$1,000,000.
- Grant Percentage will be consistent at 50% for three years regardless of investment amount.
- Provide clarification regarding the payout procedure, including the requirement for public hearing and for written request for payment to be submitted by the grantee.

The proposed changes would make the Small Business Investment Grant available to a wider segment of businesses in Cleveland County who may struggle to establish operations or to expand. Increasing the maximum threshold eliminates the gap between the Small Business Investment Grant Program and the Industrial Inducement Program. Grant percentage is more consistent with Industrial Inducement Program and allows for more efficient administration. The grant payment is based entirely on increased taxable value resulting from net new investment and is only payable after all taxes have been collected.

Chairman Holbrook opened the floor to the Board for questions or comments. Commissioner Hutchins inquired about the length of time for the grant. Mr. Green advised it is a three-year grant. Commissioner Allen stated by approving this revision, it will open avenues for smaller businesses in the community to apply for this program. Commissioner Whetstine voiced concerns of business owners possibly mis-using this grant. He asked if \$50,000 was too little of an amount. Commissioner Whetstine stated he fully supports helping small business

however, he feels this grant should not be used to simply purchase a new vehicle. Mr. Green advised there are fixed costs and legal requirements associated with the grants. He continued by explaining that any grant is calculated on the net additional taxable value over the base year and without that additional net tax value, there would be no grant awarded. Vehicles are also specifically excluded from the grant program. Commissioner Hutchins invited Steve Padgett, Small Business Center Director to make a comment. Mr. Padgett thanked the Board for their continued support and push for small business growth in Cleveland County. He stated this grant modification will assist many small businesses who have trouble reaching the \$100,000 level of grant approval.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, *approve the revised Small Business Investment Program.*

Cleveland County Small Business Investment Grant Program

The Cleveland County Board of Commissioners has supported economic development for more than twenty-five years with an emphasis on tax base development, employer diversification and job creation. The Commission recognizes the need to provide programs and financial support to strengthen and diversify the County's economy, to attract new investment and encourage existing businesses to expand and reinvest in their existing operations. Grants will be awarded under the following conditions.

- Net New Taxable Investment:
 - A net new taxable investment that is a minimum of \$50,000 and not more than \$1,000,000, that includes all real property, property improvements and business personal property, not including vehicles.
- Asset purchases, mergers and acquisitions of existing businesses already paying taxes in Cleveland County will not qualify.
- The business must be current with all tax payments required by the County.

I. Grant Guidelines:

- The Small Business Grant requires a net increase in taxable value of at least \$50,000 for the year following the year of application. The intent of the investment grant program is to ensure that the County will see an increase in the property tax base at least equal to the minimum grant requirements. **Net new investment** is any new asset purchases, as well as assets transferred into Cleveland County, less depreciation on all personal property assets. The base year used in grant calculations will be the (tax) year in which application is submitted. The base value is calculated on all existing assets (real & personal) as of January 1 of the base year.
- The Small Business Grant is for a period not to exceed 3 years, and the grant criteria must be upheld in each incentivized year.
- Only new purchases and assets transferred into Cleveland County from other locations outside Cleveland County will be applicable for grant consideration. Purchase of any pre-existing Cleveland County facility or assets will not qualify.
- Only that investment specifically identified in the grant application will be considered in determining net new investment.
- Real and personal property value will be based on Cleveland County appraised tax value and not on actual investment cost.
- Investment grant checks will be distributed to the property owner who was responsible for the related tax payments. Each business entity/name shall qualify on its own asset merit.
- All assets used in consideration for the grant will be subject to audit by the Cleveland County Tax Administrator's office to ensure accuracy and compliance with the terms of the grant. The burden of proof is upon the taxpayer to prove these related assets qualify. Cooperation of the taxpayer to provide detailed information as required is essential in the grant approval process. The business entity must also agree to the value of all assets prior to receiving payment from Cleveland County. Any appeal of listing or value must be fully resolved before payout can be made.

- Decisions concerning eligibility, determination of real vs. personal property, qualification of assets and grant value calculations will be made by the Cleveland County Tax Department and will be final.
- The Cleveland County Board of Commissioners may modify or eliminate the program subject to meeting existing grant obligations in effect at the time.

II. Calculation of Grant Amount:

- A net new taxable investment that is a minimum of \$50,000 and does not exceed \$1,000,000 would receive a grant equal to 50% of the taxes paid on the net new investment for three years. Incentivized amount will be calculated based on .57 cents per \$100 of net new investment. See illustration below of grant calculation based on net new taxable investment amount:

Net New Investment Taxable Valuation		
Investment Amount	Grant Percentage	Grant Amount
\$ 50,000	50%	\$143
\$100,000	50%	\$285
\$250,000	50%	\$713
\$500,000	50%	\$1,425
\$750,000	50%	\$2,138
\$1,000,000	50%	\$2,850

III. Definitions:

Base Value – The Cleveland County taxable assessed value of all existing assets (real & personal) as of January 1 of the base year.

Base Year – The tax year in which grant application is submitted.

Tax Year – July 1 through June 30

Grant Year – Any of up to three (3) tax years immediately following the base year.

Business – A commercial activity engaged in as a means of livelihood or profit, or an entity which engages in such activities. For example: buying and selling goods, making products or providing services. The basic forms of business ownership are: sole proprietorship, partnership, corporation and cooperative.

Business Personal Property Listing Form – The official form on which businesses report their personal property assets annually during the month of January as required by North Carolina State Law.

County Application – The official forms approved by Cleveland County by which the applying business requests consideration for their recent investments toward the County's Small Business Investment Grant Program.

Foreign Location – Any taxable situs location other than Cleveland County.

Cleveland County Commissioners – The body of elected officials which governs budget, policy, and procedures in Cleveland County.

Net New Investment – New asset purchases, as well as transferred assets moved into Cleveland County from foreign locations, less depreciation on all personal property assets.

Personal Property – All items not permanently affixed to the real property and that are typically depreciated over time (including but not limited to machinery & equipment, furniture & fixtures, computer equipment, leasehold improvements and construction in process (CIP).

Pre-existing Assets – Assets, either real or personal, with a taxable situs in Cleveland County prior to grant application.

Real Property – Any land, buildings, improvements, permanent fixtures, and rights & privileges belonging thereto.

IV. The application process:

Written application (on county-approved form) must be submitted to:

Cleveland County Tax Department
PO Box 370
Shelby, NC 28151

V. The payout procedure:

- Calculation of payout will be based on the qualifying increase in taxable value over the base year and shall be computed as follows:
 - The qualifying value for a business in existence prior to application will be determined by looking at all assets in the County as of January 1 of the base year. The difference between the base year tax value and the grant year tax value will be the qualifying **net new investment**.
 - The grant amount will be calculated on net new investment as illustrated in Section II. In no event shall the grant amount exceed that of a prior grant year.
- In each year of the grant term, after all taxes have been timely paid, and any & all tax appeals resolved, the grantee shall submit written request for payment to the Tax Administrator. If the grantee fails to request payment by March 31st of any year of the grant term, the incentive grant for that year shall be forfeited.
- Upon receipt of grantee's initial request, the Tax Administrator shall make a recommendation to the Cleveland County Board of Commissioners. Approval of all grants will require an initial public hearing. Upon approval by the Board, the Tax Administrator shall notify the Cleveland County Finance Department to remit payment to the grantee.
- Checks for qualifying grants will be processed (paid) in July following each grant year. If any annual taxes on real and personal property are not paid timely by January 5th, or there are any other delinquent taxes as of June 1, the grant will be terminated and grantee will be notified.

LATE APPLICATIONS FOR EXEMPTION

Chairman Holbrook again recognized Chris Green, Tax Administrator to the podium to present the Late Applications for Exemption. Per N.C.G.S. 105-282.1 every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the Board of Equalization and Review, the Board of County Commissioners, or the governing body of a municipality, as appropriate. Applications appearing on the attached roster would otherwise be eligible for 2017.

NAME	PARCEL	TYPE	VALUE TO BE		FISCAL IMPACT
			EXEMPT / DEFERRED		(COUNTY RATE ONLY)
Allen Wayne Poston	41130	DAV	\$ 45,000	\$	256.50
Derek Austin Reeves	72994	DAV	\$ 45,000	\$	256.50
Leonard Ford	3710	Eld/Dis	\$ 25,669	\$	146.31
Hazel Lovelace	32607	Eld/Dis	\$ 7,627	\$	43.47
Hazel Lovelace	M59055	Eld/Dis	\$ 2,594	\$	14.79
Linda Schenk Rippy	3194	Eld/Dis	\$ 30,212	\$	172.21
Larry Steve Self	1466	Eld/Dis	\$ 49,105	\$	279.90
Willie L. Kee	35438	Eld/Dis	\$ 25,000	\$	142.50
George Pinkney Wilson, Jr.	16731	Eld/Dis	\$ 24,300	\$	138.51
George Pinkney Wilson, Jr.	M16731	Eld/Dis	\$ 700	\$	3.99
McDonald Lynch	20287	Eld/Dis	\$ 49,569	\$	282.54
Dorothy P. Costner	22234	Eld/Dis	\$ 52,640	\$	300.05
Renee Johnson Lowery	73686	Eld/Dis	\$ 32,357	\$	184.43
Don & Linda Jones	50600	PUV	\$ 186,845	\$	1,065.02
Don & Linda Jones	50599	PUV	\$ 56,857	\$	324.08
Joe B. Scism	36540	PUV	\$ 10,911	\$	62.19
Total				\$	3,673.00
3/20/2018 BOC					

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *approve the presented list of Late Applications for Exemption.*

RESOLUTION AUTHORIZING SEALED BID SALE

Chairman Holbrook called Brian Epley, County Manager to the podium to present the Resolution authorizing sealed bid sale. Mr. Epley advised staff is continuously evaluating any potential surplus assets. The County owns a one-acre parcel located at 1515 Cherryville Road and is considered surplus. North Carolina General Statute 160A-268 requires a resolution to be passed authorizing permission for the County to solicit sealed bids and consider the sale of real property. Over the next 30 days the County may receive bids and staff would come back before the Board to present the bids for consideration.



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adopt the following resolution:*



BOARD APPOINTMENTS

CLEVELAND COMMUNITY COLLEGE BOARD OF TRUSTEES

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to appoint Robert Queen to serve as a member of this board*, to fill the unexpired term of Michael Cheng, scheduled to conclude June 30, 2021.

COMMISSIONER REPORTS

Commissioner Bridges – attended the awards ceremony for the County employees and thanked them for the great jobs they do every day. He also The National Association of Counties (NACo) conference earlier this month and received a lot of information such as economic development, mental health issues, and high speed broad band.

Commissioner Whetstine – also attended the NACo conference. One of the sessions he attended gave information on the different ways, such as social media, to get information out to the public about what is going on in the county. Commissioner Whetstine and Commissioner Hutchins attended a White House Briefing invitation that was sent out to all North Carolina Commissioners. He also attended the Board of Visitors Meeting that was held at the Community College.

Commissioner Hutchins – commented on the Community College Board of Trustee's hard work and thoroughness in selecting a new president. Commissioner Hutchins asked Wayne King, Vice-Chair of the Trustees at the community college, to give an update regarding the selection of a new president. Mr. King stated a decision has been made. The new President is Dr. Jason Hurst and he will officially begin on April 2nd. Dr. Hurst's

background is economic development. Commissioner Hutchins also commented on his visit to the White House briefing. Commissioner Hutchins conclude by giving updates on several of the boards he serves on such the Council of Aging, Veterans Council and Foothills Shooting Complex Advisory Board.

Commissioner Allen – reiterated Commissioner Whetstine and Commissioner Hutchins comments regarding the White House Visit. She also met with Greg Traywick, Cooperative Extension Director, and shared some of the summer programs that are being set up for the county’s youth. Commissioner Allen shared some of the Travel and Tourism upcoming events that are coming up and she gave an update on the county’s Animal Services.

Chairman Holbrook – stated Dr. Hurst maybe attending the April 3rd Commissioners Meeting to formally introduce himself to the Board and those in attendance that evening. Chairman Holbrook thanked Tim Moore for the initiation of Safe Schools program throughout the state. He gave an update on the American Legion World Series activities. Chairman Holbrook concluded by giving an update on recent activities in economic development. To express how successful the county is doing with economic development, Cleveland County is currently ranked fourth in the country for economic development and growth. In North Carolina, Cleveland County has less than 1% of the state’s total population however, Cleveland County has 17% of the of the state’s economic development project revenue. These numbers and success rates are a result from the Board changing their approach, focus and energy on economic development.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, April 3, 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
February 26, 2018

The Cleveland County Board of Commissioners met in a special called session on this date, at the hour of 2:30 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
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Allison Mauney, Human Resources Director
Chris Green, Tax Administrator
Marty Gold, Information Technology Director

CALL TO ORDER

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

AGENDA ADOPTION

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

REGULAR AGENDA

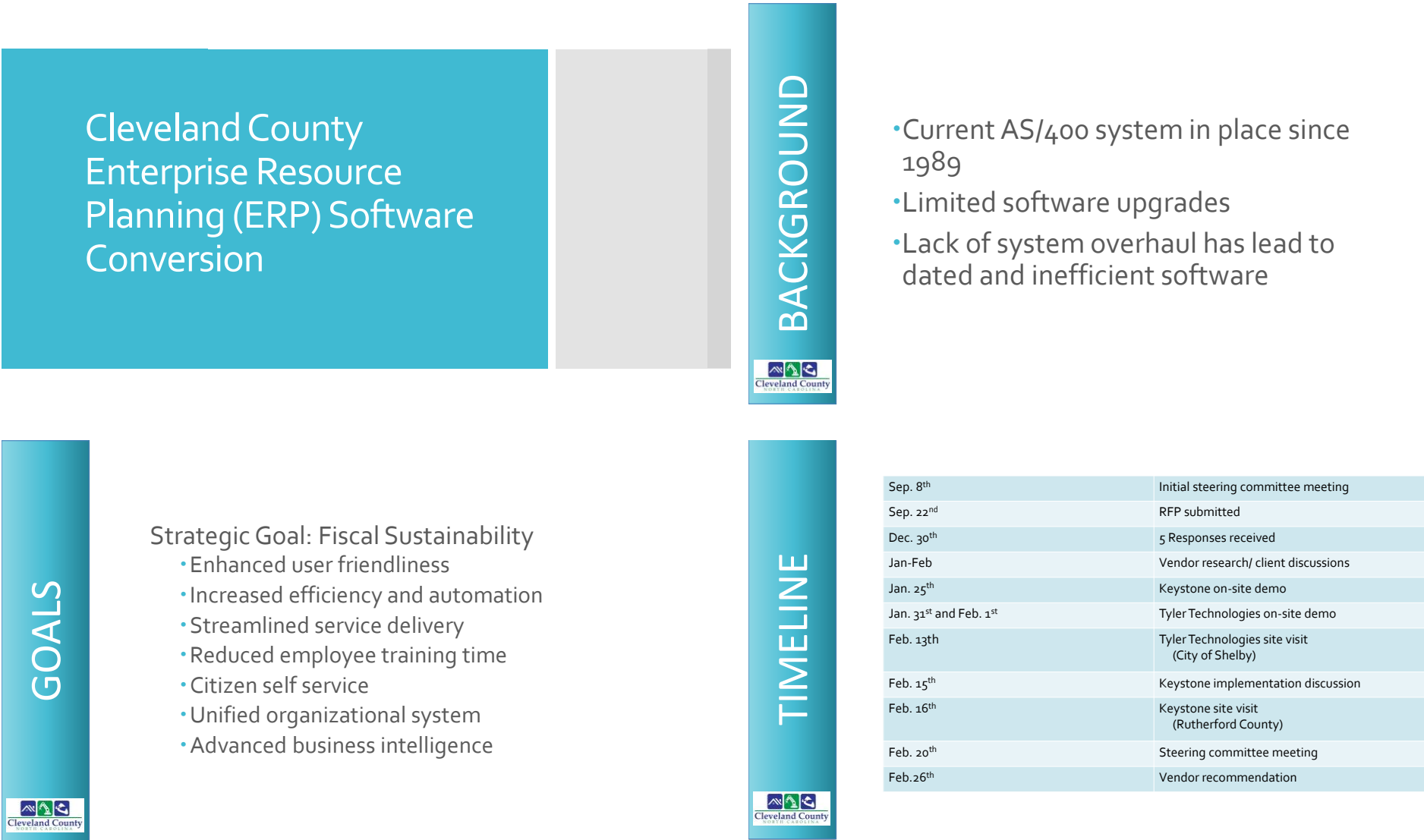
Chairman Holbrook recognized Brian Epley, County Manager, to present the Enterprise Resource Planning Conversion Contract Recommendation. Staff has been researching, planning and working on a software upgrade since 2014. The last time Cleveland County government had a software upgrade was 1989. The County has been working off of an AS400 system which is very antiquated and requires a tremendous amount of manual processing. Although the AS400 system is dependable and has done the job, staff feels it is time to move forward with a new system which will eliminate the amount of time consumed with processing and coding done to enter information on a daily basis. Since 2014, one of the strategic goals set was sustainability. One of the foundations to achieve sustainability is streamlining and improving efficiency on a day to day basis. A steering committee was formed in September 2017 with the goal of finding a new software program with enhanced user friendliness, was intuitive and linear in the way it worked. The program also had to have efficiency and automation. Currently in departments such as Tax Administration, Tax Collections, Human Resources and Finance, it could take 12 – 18 months for a new employee to become fully trained and work independently on the current AS400 system due to the challenges and complexity of the software. The steering committee also wanted to place value on the citizens of Cleveland County and allow them to have some self-service ability on an integrated system on the county's website. This will permit more citizen engagement and agency transparency. The committee also wanted to promote more of a uniformed organization system and have an advanced business intelligence. This would allow departments to run high level analytics and possess the ability to have advanced functions that makes data driven business decisions for Cleveland County. Members of the steering committee included staff from the County

Manager's Office, Human Resources, Finance/Payroll, and the Tax Office. Once the committee was assembled and system goals were set, a request for proposal (RFP) was sent out. Marty Gold, Information Technology Director, was heavily involved in drafting the proposal, ensuring the technical requirements were being made. The team was skeptical of the companies located in North Carolina being able to offer the services they required as factors have changed since 1989. Cleveland County is now a medium market county with high demands. Five responses were received back from the RFP.

The validation process was done on the responses to ensure the replies sent in did meet the requests that were given. The team was quickly able to narrow down the choices to two companies, Keystone and Tyler Technologies. Each company was invited to come in and do an on-site program demonstration. Experts from each company came in and walked staff through their systems operations, going by department and function, as to what their product could offer. Members from the steering committee then did on-site visits to other organizations in North Carolina who use either of these systems to ascertain how they like the software, the functionality of the programs and the efficiency it provides. After the team completed their research and evaluations, they are recommending to the Board for approval, Keystone Information Systems as the new software vendor for Cleveland County. Mr. Epley invited several members from the steering committee to come up and present to the Board a few key points they have from their department for recommending Keystone. Lucas Jackson, Assistant Finance Director advised the increased efficiency through the ability to streamline will increase and aid in account accuracy. Any time you're able to use automation you're increasing the accuracy by eliminating some degree of manual input. Another key component is transaction attachments which allows staff and auditors to view all information correlated to an item/transaction. The third component is data extraction. The software will easily allow the exportation of data into spreadsheets or other forms needed for reports and audits. Chris Green, Tax Administrator echoed Mr. Jackson's statements regarding the importance of data extraction. Real property evaluation is large statistical amounts of information that staff from the Tax Office must be to be able to view and access to transfer it into easy workable reports. Mr. Green also touched on the importance of effective employee training. Marty Gold, Information Technology Director stated from an I.T perspective the program runs on a stable and proven platform. It also allows for easy exportability to excel and other software. The Windows based system enhances user friendliness. Allison Mauney, Human Resources Director explained this new software will allow for an integrated online application process with greater user friendliness for not only the applicant but staff as well. The new program will greatly enhance the accuracy and efficiency in payroll, FMLA, EEO, OSHA and other processes. Mrs. Mauney concluded by stating the software will allow for complete analytical abilities in areas such as employee turnover, compensation, demographics and succession planning.

Mr. Epley reviewed some of the key aspects offered by Keystone such as a streamlined implementation rollout, simplified training for employees and a local project manager available who is a subject matter expertise. The Board was reminded of the importance of the implementation time table. Last year a resolution was passed to reschedule re-evaluations for the year 2021. In order to make that deadline, the Finance and Tax departments must


be implemented by March 2019. This will be an aggressive 12-month implementation schedule that Tyler Technologies was unable to meet. Mr. Epley introduced Judd Van Dervort, President of Keystone Information Systems. Mr. Van Dervort presented Rhonda Owens, Customer Support and Project Lead for Cleveland County and Julie Alfred, Project Lead, to the Board. He then gave a brief background and synopsis of Keystone Systems and what Cleveland County can expect if their software is approved and implemented. Chairman Holbrook opened the floor to Commissioners for questions or comments. Commissioner Whetstine inquired if the system is able to be modified to the exact needs of the County. Mr. Van Dervort advised yes it could be, and if approved there are a few aspects of the software that will be modified to fit the exact needs of several departments in the county office. Commissioner Allen thanked Mr. Van Dervort and his staff for coming to the meeting and she stressed to them the importance of customer service and timeliness in resolving any program issues the County may encounter. Commissioner Hutchins asked how long Rutherford County has been using Keystone Systems. Mr. Van Dervort advised Rutherford has been using Keystone since the 1980’s and recently did a major upgrade with the software in 2007. This is the same software that has been presented to Cleveland County. Professional references have been given to staff as part of their RFP bid packet. Commissioner Hutchins asked about the cost of the program. Mr. Epley advised the County had started preparing for a software upgrade in 2014. Tyler Technologies is 1.8 million dollars above budget while Keystone is within the County’s budget. Commissioner Hutchins asked for reassurance that Keystone Systems will provide the promised services. Mr. Epley stated everything will be documented and thoroughly worded in the contract. Chairman Holbrook thanked Mr. Van Dervort and his staff for coming and being available for questions or comments the Board had.



VENDOR PROFILE

Keystone


- Founded in 1975
- 25+ employees, 50+ clients
- Family owned
- 11 County clients in NC, 1 city



KEYSTONE
Information Systems

Tyler Technologies

- Founded in 1962
- 4000+ employees, 15,000+ clients
- Publicly owned
- 56 County clients in NC, 31 cities



tyler
technologies

COMPARISON

Keystone

- + Significant upgrade
- + Intuitive interface and training
- + Streamlined workflow and automation
- + Personalized support
- + Feasible implementation timeline
- + Local project manager
- Lacking advanced features
- Few peer counties

- \$950K+\$85K/annual
- Project estimate: **\$1.4M**

Tyler Technologies

- + Advanced analytics
- + Large number of clients
- + Cutting edge updates
- + Lengthy implementation timeline
- Significant cost
- Steep learning curve
- Demanding hardware requirements

- \$3.29M+\$130k/annual
- Project estimate: **\$3.81M**

Finance

- Efficient & accurate
- Transaction attachments
- Data extraction for analysis

Tax

- Portability of data
- Reduce (training) time to effectiveness
- Split database for revaluation
- Specific NC focus

Information Technology

- Runs on a stable and proven platform
- Windows based enhances user friendliness
- Easy exportability to Excel and other software
- More personalized customer service

Human Resources

- Integrated online application process
- Efficiency in payroll, FMLA, EEO, OSHA, and other processes
- Increased analytical ability in the areas of turnover, compensation, demographics, and succession planning.

RECOMMENDATION

Keystone

- Difficult to quantify increased cost of Tyler Technologies
- Significant upgrade to current system
- Streamlined implementation rollout
- Opportunity for business process review
- Local project manager with subject matter expertise
- Simplified training for current workforce
- Prioritized support

Estimated \$2.5M cost difference

Overall Timeline

March 2018

July 2018

January 2019

March 2019

Feb. 2021

- Vendor selection
- Finance/HR implementation
- Tax implementation
- Begin Reval process
- Issue updated tax bill

Questions?

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *accept Keystone Information Systems as the recommended vendor and authorize the County Manager to execute the contract.*

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 Bridges, 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 Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, March 20, 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

Library: Budget Amendment (BNA#041)

Department: Library

Agenda Title: Budget Amendment (BNA#041)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Library_Agreemtn_BNA_041_DRAFT.pdf	BNA041

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 041SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:April 3, 2018

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: LIBRARYDATE: 1/25/2018

SIGNATURES:

3/23/18

Finance Director

Carol H. Wilson

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.611.4.310.00	45310-EDGE	Library	Federal Govt Grants	\$ 8,000.00	
010.611.5.910.00	45310-EDGE	Library	Capital Equipment	\$ 8,000.00	

Explanation of Revisions: To budget a federal LSTA grant administered by the State Library of NC to improve the technology
for the public in the areas of scanning, audio video editing and PDF manipulation.

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: PurchasingBatch # _____
Date: _____
By: _____

GRANT AGREEMENT
LSTA 2017-2018 EZ Edge Technology
6000

This is an agreement by and between **Cleveland County Memorial Library** 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 Memorial Library

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@ccmnl.org

DUNS number: 089146799

Federal Employer Identification Number: 56-6000288-B

Indirect cost rate for this award: N/A

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: \$8,000.00

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

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-807-7423, catherine.prince@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 \$8,000.00 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 as defined in the grant application.
7. Complete all project 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 15, 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. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
11. 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-i7)." Submit a copy of any publications or materials produced under the grant to the State Library.
12. 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.
13. 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.
14. 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.
15. Submit a final report to the State Library by **August 31, 2018**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.

16. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
17. 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.
18. 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.
19. 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.
20. 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).
21. 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.
22. 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 by the Library. Pay 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 May 31, 2018 may be withdrawn.

[Please sign in blue ink.]

x Carol H. Wilson
Signature, Library Director

3-22-18
Date

Carol H. Wilson
Printed Name

x _____
Signature, Local Government or Institutional Representative

Date

Printed Name

Title

x _____
Signature, Cal Shepard, State Librarian

Date

<p>Return two complete sets of this agreement with original signatures in blue ink.</p> <p>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.</p>	
<p>Commercial Service Address (e.g. FedEx, UPS, or physical delivery)</p>	<p>US Postal Service Address</p>
<p>LSTA Grant Agreements Library Development Section, Suite 310 State Library of North Carolina Archives & State Library Building 109 E. Jones Street Raleigh, NC 27601</p>	<p>LSTA Grant Agreements Library Development Section State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699-4600</p>
<p>Attn: Jackie Haske</p>	<p>Attn: Jackie Haske</p>

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/imis_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

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Planning Department: Rezoning Case 18-05; Parcel 59646

Department:

Agenda Title: Planning Department: Rezoning Case 18-05; Parcel 59646

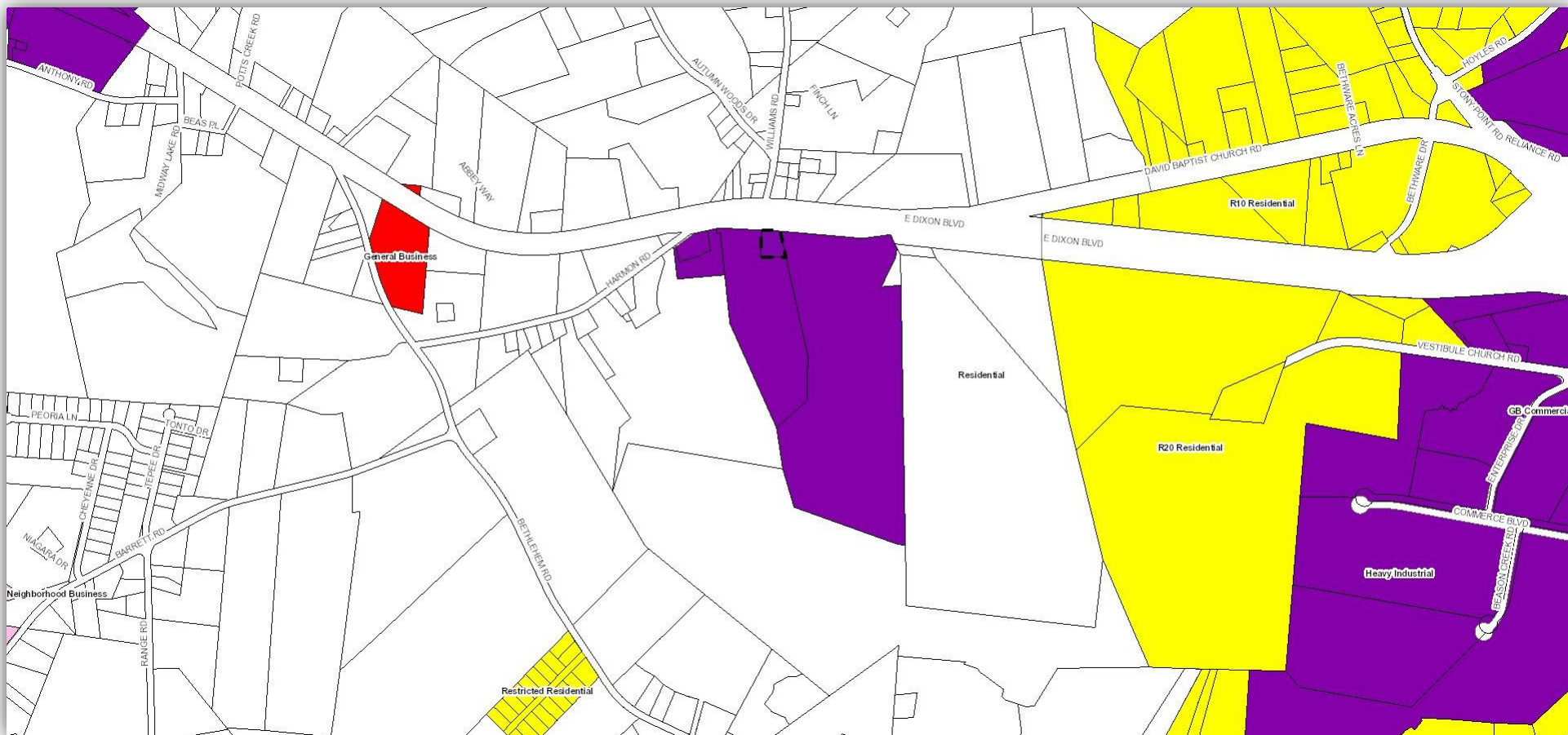
Agenda Summary: Chris Martin, Senior Planner

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 18-05_Zoning_Map_5110_East_Dixon_Bld.pdf	18-05 Zoning Map
<input type="checkbox"/> 18-05_Rezone_Aerial_5110_East_Dixon_Bld.pdf	18-05 Rezone Aerial Map
<input type="checkbox"/> 18-05_Future_Land_Use_Map_5110_East_Dixon_Bld.pdf	18-05 Future Land Use Map
<input type="checkbox"/> 18-05_Staff_Report_2_5110_E_Dixon.pdf	18-05 Staff Report
<input type="checkbox"/> 18-05_Future_Land_Use_Commercial_Node_Proposal.pdf	18-05 Node Proposal
<input type="checkbox"/> 18-05_Recommendation.pdf	18-05 PB Recommendation

Case # 18-05 Re-Zoning for 5110 East Dixon Blvd: HI to GB,
Zoning Map, Parcel #59646, 1.07 acres



Case # 18-05 Re-Zoning: HI to GB for 5110 East Dixon Blvd.
Parcel #59646, 1.073 acres



Case # 18-05 Re-Zoning for 5110 East Dixon Blvd: HI to GB,
Future Land Use Plan, Parcel #59646, 1.07 acres



Commercial



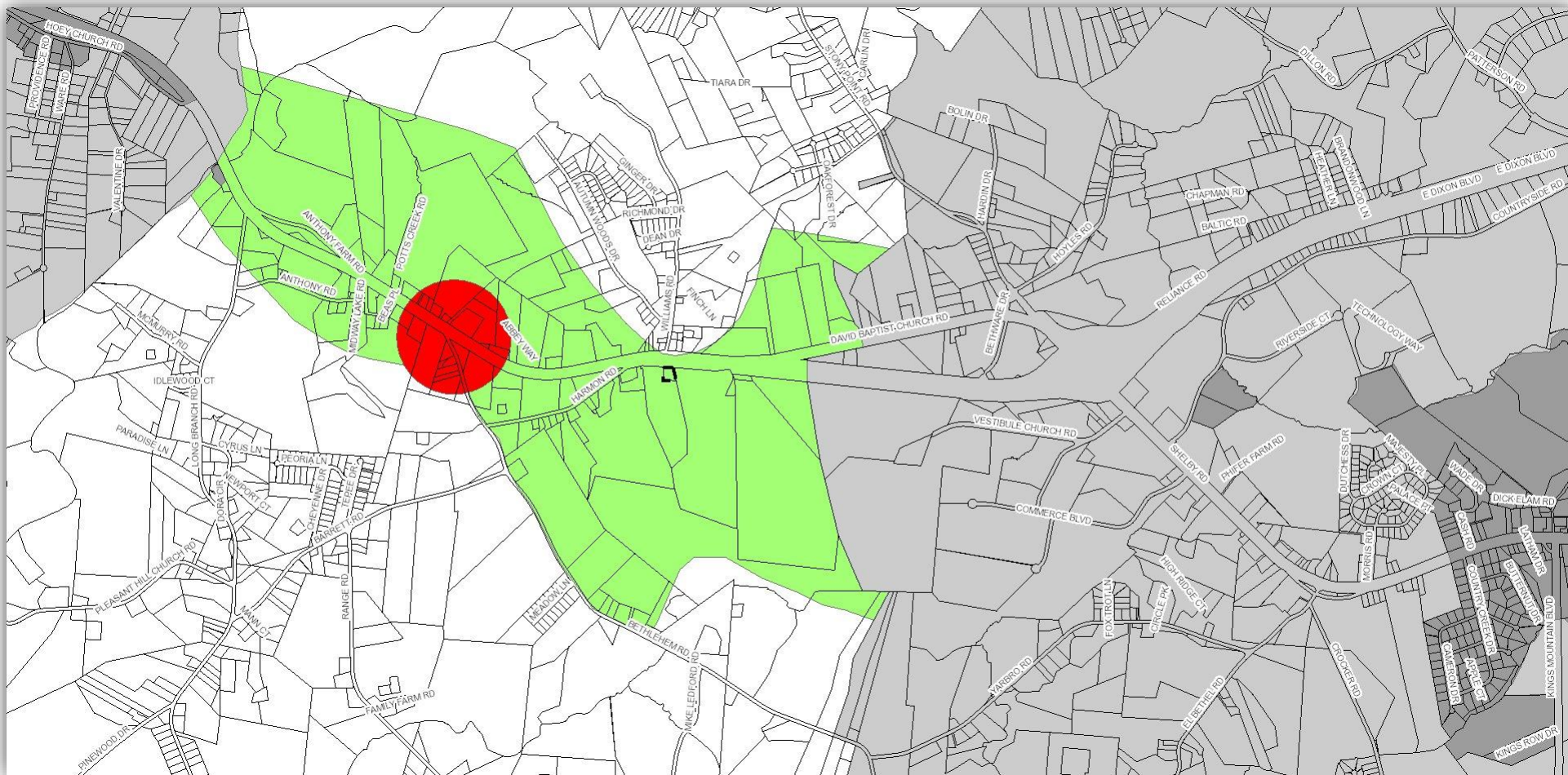
Industrial



Residential



Municipal



STAFF REPORT

To: Board of County Commissioners

Date: March 28, 2018

From: Brian Epley County Manager

Via: Chris Martin, Senior Planner

Subject: Rezoning Case 18-05

Summary Statement: Betty H. Carrigan is requesting a zoning map amendment at 5110 East Dixon Blvd in Kings Mountain from Heavy Industrial (HI) to General Business (GB).

Review: Charles and Betty Carrigan own Parcel #59646, a one (1) acre tract on East Dixon Blvd between Shelby and Kings Mountain, just east of the intersection of East Dixon and Harmon Road. This property is currently zoned Heavy Industrial, as are parcels to the immediate east and west. The area also falls under the Highway Corridor Protection overlay, allowing for some business uses. There is currently a vacant commercial building on the property and the surrounding uses consist of commercial and some industrial. The area is designated Industrial on the Land Use Plan. The Land Use Plan also designates a General Business node to the west and Residential to the north, and Industrial along Highway 74. Rezoning this parcel to General Business would require an amendment to the Land Use Plan.

Strategy C-A1 of the Land Use Plan requests that future commercial development be in nodes and along thoroughfares. The strategy goes on to say that additional commercial development is encouraged in areas that are shown in the future land use plan as industrial, especially those in close proximity to designated nodes.

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.

Pros:

- Rezoning would allow the zone to better mirror the current commercial uses surrounding the property.

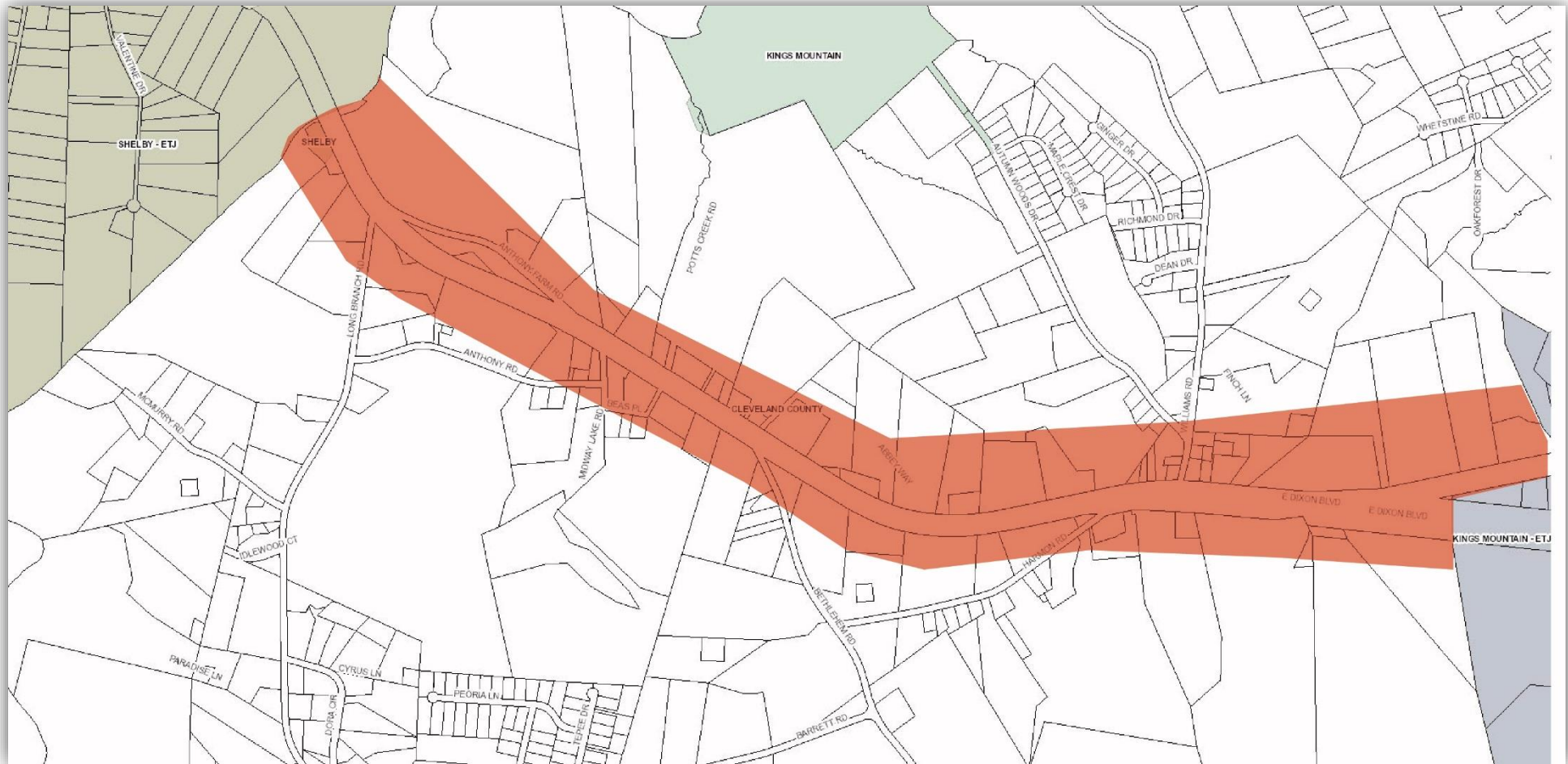
Cons:

- Rezoning could negatively impact future potential industrial growth.

Fiscal Impact:

- None

Future Land Use Commercial/Business Node Proposal



ZONING MAP AMENDMENT - CASE 18-05

Heavy Industrial (HI) to General Business (GB) at 5110 East Dixon Blvd.

Planning Board Recommendation

APPROVE

The Planning Board voted unanimously to recommend **approving** the rezoning request from Heavy Industrial to General Business. The Planning Board also recommended amending the land use plan, creating a business/commercial node along East Dixon Blvd stretching from the boundary of Shelby's ETJ to Kings Mountain's ETJ. The Planning Board noted several business uses along the corridor already in use and felt it was a fit.

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

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Cleveland Community College Contract for Security Services

Department:

Agenda Title: Cleveland Community College Contract for Security Services

Agenda Summary: Brian Epley, County Manager

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> DRAFT_Community_College_Contract_4-3-18.pdf	Community College Contract
<input type="checkbox"/> DRAFT_ADDENDUM_B.pdf	Addendum B
<input type="checkbox"/> Staff_Report_for_Sheriff_s_Deputies_February_2016.pdf	Staff Report

**THE CLEVELAND COMMUNITY COLLEGE BOARD OF
TRUSTEES AND
THE CLEVELAND COUNTY BOARD OF
COMMISSIONERS
AND
THE CLEVELAND COUNTY SHERIFF'S
OFFICE CONTRACT FOR SERVICES**

This Contract is made, entered into, and intended to take effect this the 3rd day of April, 2018, by and between the Cleveland Community College Board of Trustees (the "BOT"), the Cleveland County Board of Commissioners (the "BOCC") and the Cleveland County Sheriff's Office.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Contract Term. The term of this Contract starts on April 3, 2018 and runs through June 30, 2019.
2. Obligations of the BOCC. The BOCC agrees to do the following under this Contract:
 - A. BOCC will provide funding for both Security Officers salaries, benefits and related costs, as well as both Security Officer's coinciding patrol vehicles and other related equipment to be operated by the Officers.
 - B. BOCC will send quarterly invoices to the BOT for purposes of the BOT reimbursing the BOCC for costs as details below.
3. Obligations of the Cleveland County Sheriff's Office. The Cleveland County Sheriff's Office agrees to provide services and goods to BOT as follows:
 - A. The parties agree and understand that two new officers, with appropriate experience, will be hired by the CC Sheriff's Office for purposes of fulfilling this agreement. The first officer shall be hired on or around April 1, 2018 and a second officer shall be hired on or around July 1, 2018. Since BOCC will provide the funding to furnish BOT with two Security Officers and coinciding capital, BOT will reimburse the BOCC on a quarterly basis for all costs associated with the new officer hires, including but not limited to salaries, operating, and capital expenses (See Addendum B).
 - B. Specifically, the CC Sheriff's Office will supply the services of two (2) sworn law enforcement officers to serve as Security Officers on the campus of Cleveland Community College (CCC), located in Shelby North Carolina. These officers shall be assigned to the CCC campus on a full-time basis.
 - C. The CC Sheriff's Office shall be responsible for the control and supervision of the officers, who will provide law enforcement services to the CCC community as their primary assignment. The officers will attempt to prevent criminal offenses committed on school property by:

- a. Patrolling the school campus;
 - b. Investigating crimes that occur within the school or on some other CCC school property (EXCEPTION: Security Offers will not investigate automobile accidents on or around the CCC campus);
 - c. Conferring with campus leadership to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus; and
 - d. Take law enforcement action on the CCC premises if warranted by the situation at hand.
4. Obligations of the BOT. The BOT will reimburse the BOCC at the following rates and in the following manner for the services rendered by the Officers and coinciding vehicles purchased:
 - A. BOT shall pay BOCC for all of the costs of goods and services associated with this Contract, including but not limited to the two law enforcement officers' salaries, their fringe and personnel benefits, and the capital and operating costs associated with the provision of two patrol cars and law enforcement radios that shall be provided to the BOT by the Sheriffs Office.
 - B. Payments shall be made by the BOT to the BOCC upon receipt of a quarterly invoice from the BOCC.
 - C. Should the BOCC or the Sheriffs Office be unable to or otherwise fail to fulfill their contractual duties as delineated in this Contract, BOCC will refund BOT with a pro rata share of the payment per officer. Similarly, the BOCC is also entitled to recuperate a pro rata share of unused funds from the Sheriffs Office for the two officers and coinciding capital as called for in this Contract.
 - D. The parties further agree and understand that the Officers provided by the Sheriffs Office are not employees of the BOT or the BOCC. While the BOT and/or CCC employees may inform the Security Officers of issues arising on the CCC campus within the Officers' purview, neither the BOT nor its employees at CCC shall direct or otherwise control the Security Officers' day-to-day responsibilities on the CCC campus.
5. BOT Project Supervisor. The President of the College or his designee will serve as the BOT Project Supervisor for the BOT. The BOT Project Supervisor shall be the BOT's representative in connection with BOCC's performance under this Contract. The BOT has complete discretion in replacing the Project Coordinator with another person of its choosing.
6. Sheriffs Office Project Supervisor. The Cleveland County Sheriff or his designee shall serve as the project supervisor over the two Security Officers that will be provided pursuant to this Contract. The Sheriff is fully authorized to act on behalf of the CC Sheriff's

Office in connection with this Contract.

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DRAFT

7. BOCC Project Supervisor. The County Manager or his designee will serve as the BOCC Supervisor for the Cleveland County Board of Commissioners.
8. Termination for Convenience. This Contract may be terminated by any party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

BOT	BOCC	Sheriff's Office
Cleveland Community College President or His Designee	County Manager or His Designee	Sheriff or his Designee
Cleveland Community College	P.O. Box 1210	CC Sheriffs Office
137 South Post Road	Shelby, NC 28151	P.O. Box 1210
Shelby, NC 28152		Shelby, NC 28151

If BOT wishes to terminate in accordance with this section of the Contract, BOCC shall be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated by this Contract.

9. Termination for Default. Any of the three parties to this Contract have an equal right to terminate this Contract as described in this section. Any party wishing to terminate this Contract may do so immediately and without prior notice upon breach of this Contract by any of the other parties. However, the party wishing to terminate the Contract shall still provide subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.
10. Automatic Renewal of Contract. This Contract will automatically renew and remain in effect on July 1, 2019 and every July 1 thereafter unless any party gives prior written notice to the other party of its intent not to renew the Contract by June 1, 2019 and every June 1 thereafter, respectively.
11. Contract Funding. It is understood and agreed between the parties that the payment obligation of the BOT under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. However, the parties also understand and agree that if BOT does not or cannot pay the BOCC for any reason, BOT's failure to compensate the BOCC under the terms contained herein will be deemed a default and breach of contract by BOT, rendering this Contract immediately void

and eliminating any law enforcement positions that were created or otherwise provided to fulfill the terms of this Contract.

12. Accounting Procedures. BOCC shall comply with accounting and fiscal management procedures prescribed by the BOT to apply to this Contract. BOCC shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
13. Improper Payments. BOCC shall refund BOT any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by BOT was illegal under any applicable law, regulation, or procedure. BOCC shall make such refunds within thirty (30) days after the BOT notifies BOCC in writing that a payment has been determined to be illegal.
14. Mutual Indemnification. The parties shall indemnify and hold harmless the other parties to this Contract, including its officers, employees, agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from a party's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of the party or its officers, employees, or agents.
15. Contract Transfer. No party to this Contract shall assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of both of the other parties.
16. Contract Personnel. BOCC agrees that it has, or will be able to fund at the time of Contract execution, all personnel required to perform the services set forth in this Contract.
17. Contract Modifications. This Contract may be amended only by written amendment duly executed by any of the three parties to this Contract. However, minor modifications may be made by any of the three parties to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of a party's performance; (b) do not increase BOCC's total compensation or method of payment; and (c) either improve the overall quality of the product or service provided to the BOT without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and BOCC, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
18. Taxes and Insurance. The Sheriff's Office shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as Security Officers pursuant to the attached Addendum A.

19. Relationship of the Parties. The Security Officers operating pursuant to this Contract shall operate as independent contractor and not as employees of the BOT. However, as detailed earlier in this Contract, Security Officers may act as agents of the BOT when called upon for specific assistance with an incident on the CCC campus and acting in accordance with a BOT employee's instructions or request. The direct conduct and control of the Officers' work will lie solely with the Sheriff's Office. BOCC's employees shall remain subject to BOCC's exclusive control and supervision, which is solely responsible for their compensation.
20. Advertising. The Contract will not be used in connection with any advertising by any party to this Contract without prior written approval of the other parties.
21. Conflict of interest. All parties to this Contract shall make a good faith effort to ensure that none of their respective employees or officers obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by any party. Also, all parties to this Contract shall cause this section to be included in all Contracts, subcontracts, and other agreements related to this Contract.
22. Monitoring and Evaluation. BOCC and the Sheriff's Office shall cooperate with the BOT, or with any other person or agency as directed by the BOT, in monitoring, inspecting, auditing, or investigating activities related to this Contract. BOCC and the Sheriff's Office shall permit the BOT to evaluate all activities conducted under this Contract.
23. Financial Responsibility. BOCC is financially solvent and able to perform under this Contract. If requested by another party to this Contract, BOCC agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the party's designated Finance Officer.
24. Mediation. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute via mediation administered by the American Arbitration Association under its Commercial Mediation Rules prior to resorting to litigation.
25. No Third Party Benefits. This Contract shall not be considered by BOCC to create any benefits on behalf of any third party. BOCC shall include in all contracts, ~~subcontracts~~ or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.

26. Confidentiality of Student Information. If, during the course of a party's performance of this Contract, the party obtains any information pertaining to any student's official school records, the party agrees that this Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records under state and federal law and the policies of the BOT.
27. Enforceability. This Contract shall not be enforceable unless signed by all three parties to this Contract.
28. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
29. Annual Safety Measures. The Sheriff's Office shall conduct an annual check of all sworn law enforcement officers assigned as Security Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Sheriff's Office shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
30. Controlling Document in Event of Conflict. The assignment of and services provided by Security Officers shall be consistent with the terms of the most recently executed agreement between the parties. In the event of any conflict between this Contract and a prior agreement, the terms and conditions of this Contract shall control.
31. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determined in Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

CLEVELAND COMMUNITY COLLEGE BOARD OF TRUSTEES

By: _____
BOT Chairman

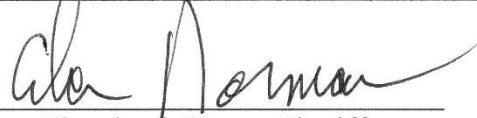
Date: _____

CLEVELAND COUNTY BOARD OF COMMISSIONERS

By: _____
BOCC Chairman

Date: _____

CLEVELAND COUNTY SHERIFF'S OFFICE

By: 
Cleveland County Sheriff

Date: _____

This instrument has been preaudited in the manner required by North Carolina law.

BOT Finance Officer Date _____

ADDENDUM A

Minimum Insurance

Requirements

1. Insurance requirements shall be the same for the two Security Officers as they are for all Sheriffs Office Deputies.
2. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limits
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee

3. Public liability and Property Damage Insurance - The BOCC shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

4. Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.
5. Certificates of Insurance acceptable to the Community College shall be filed with the Community College prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Community College, and that the Cleveland Community College is named as additional insured on general liability.
6. Comparable self-insurance is acceptable in lieu of the preceding requirements.

ADDENDUM B

Annual Costs

The BOT will be invoiced for the following:

1. Salary of one Lieutenant or Sergeant (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
2. Salary of one Deputy (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
3. One-sixth of patrol vehicle costs (two patrol vehicles)
4. Uniform expense
5. Equipment (***at the initial hire only***) to include a ballistic vest, taser, service weapon, body camera, and annual camera storage fee

STAFF REPORT

To: County Commissioners Date: 4/2/18

From: Brian Epley, County Manager

Subject: Consideration of Two full-time Security Officers at Cleveland Community College

Summary Statement: The Cleveland Community College Board of Trustees, the Cleveland County Board of Commissioners and the Sheriff's Office would like to enter into a contract to provide two full-time security officers at Cleveland Community College.

Review: BOCC will provide funding for security officers salaries and benefits as well as patrol vehicles and other equipment. The BOCC will invoice the Board of Trustees for all expenses for the officers on a quarterly basis. The Officers will be hired by the Cleveland County Sheriff's Office who will be responsible for the supervision of the officers. The first officer will be hired on or around April 1, 2018 and the other officer shall be hired on or around July 1, 2018.

The President of the College, the Sheriff and the County Manager or their designees will act as a project supervisor with regards to this contract. Any of the parties have a right to terminate with a minimum of 90 days written notice or without notice upon breach of the contract. The contract will automatically renew and remain in effect through July 1, 2019 and every July 1 thereafter unless any party gives prior written notice.

Addendum A outlines minimum insurance requirements which shall be the same as all Sheriff's Office Deputies. Certificates of Insurance shall be filed with the Community College prior to commencement of the work.

Addendum B outlines annual costs including the following:

1. Salary of one Lieutenant or Sergeant (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
2. Salary of one Deputy (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
3. One-sixth of patrol vehicle costs (two patrol vehicles)
4. Uniform expense
5. Equipment (**at the initial hire only**) to include a ballistic vest, taser, service weapon, body camera, and annual camera storage fee

Pros:

- Additional sworn deputy officer staffing provides the Community College adequate law enforcement presence on their campus.

- The Strategic Plan identifies Public Safety as one of the Focus Areas and this partnership aligns with the Strategic Plan areas of emphasis.

Cons:

- None noted

Fiscal Impact: No fiscal impact to the county. All costs associated will be reimbursed by Cleveland Community College.

Recommendation: Approval of contract between Cleveland Community College, the Board of Commissioners and the Sheriff's Officers for two law enforcement officers on the Cleveland Community College Campus.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Annual External Audit Contract

Department:

Agenda Title: Annual External Audit Contract

Agenda Summary: Lucas Jackson, Assistant Finance Director

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Audit_Contract_Staff_Report.pdf	Audit Staff Report
<input type="checkbox"/> Audit_Contract_Draft.pdf	Audit Contract

STAFF REPORT

To: County Commissioners Date: 03/23/2018
Via: Brian Epley, County Manager
From: Lucas Jackson, Assistant Finance Director
Subject: Annual External Audit Contract

Summary Statement:

N.C.G.S. 159-34 requires each unit of local government in North Carolina to have its' accounts audited at the close of each fiscal year by a certified public accounting firm. The audit evaluates the performance of a unit of local government with regard to compliance with applicable federal and state laws as well as the accuracy and reliance of the financial statement disclosures.

Review:

Each year Cleveland County's audit contract has to be approved first by the County Board of Commission and then the North Carolina Local Government Commission. The Finance Department is recommending a contract with Thompson, Price, Scott, Adams & Co, P.A. for the 2017-2018 fiscal year audit.

Cleveland County placed a RFP for auditing services in October 2017 to assess market competitiveness. Thompson, Price, Scott, Adams & Co, P.A. proposed a contract that contains a fee decrease of \$7,450 or 13%. Staff anticipated large fee increases with former auditor Martin Starnes & Associated due to continuing compliance requirements with federal uniform guidance, NC Fast and the Department of Social Services, and trending fee increases throughout Counties across the State.

Cleveland County hasn't experienced the RFP process for audit services since 2004. Transitioning to another accounting firm for auditing services will provide a new partner role, as well as, complete new staffing for the evaluation of Cleveland County. Finance staff have reviewed a complete listing of all audit contract fees in North Carolina, published by the LGC, and agrees that the current proposed fee is within market. The audit partner role will be filled by Alan Thompson, CPA.

Pros:

- Meets state audit compliance requirements
- Fee decrease of 13%
- New staffing and evaluation

Cons:

- None Noted

Fiscal Impact: Decrease of \$7,450.

Recommendation: Assistant Finance Director recommends approval of the 2017-2018 fiscal year audit contract with Thompson, Price, Scott, Adams & Co, P.A.

CONTRACT TO AUDIT ACCOUNTS

Of CLEVELAND COUNTY
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 19TH day of MARCH, 2018,

Auditor: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A. Auditor Mailing Address: PO BOX 398

WHITEVILLE, NC 28472 Hereinafter referred to as The Auditor

and BOARD OF COMMISSIONERS (Governing Board(s)) of CLEVELAND COUNTY
(Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2017, and ending JUNE 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Contract to Audit Accounts (cont.) CLEVELAND COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: 10/31/18. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **(Note: Fees listed on Fees page.)** This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Contract to Audit Accounts (cont.) CLEVELAND COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.) CLEVELAND COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.)**CLEVELAND COUNTY**

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENTAUDIT: \$ 48,000WRITING FINANCIAL STATEMENTS: \$ 1,500 (PRINTING & BINDING)ALL OTHER NON-ATTEST SERVICES: \$ BILLED AT STANDARD HOURLY RATES IF REQUIRED

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 37,125

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)AUDIT: \$ N/AWRITING FINANCIAL STATEMENTS: \$ N/AALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.) CLEVELAND COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Name of Audit Firm

By ALAN W. THOMPSON

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 3-19-18

ALANTHOMPSON@TPSACPAS.COM

Email Address of Audit Firm

Governmental Unit Signatures:

CLEVELAND COUNTY

Name of Primary Government

By EDDIE HOLBROOK, CHAIRMAN

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By BRIAN EPLEY

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

brian.epley@clevelandcounty.com

Email Address of Finance Officer

Date Primary Government Governing Body
Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Solid Waste Tipping Fees for Cleveland County Fair

Department:

Agenda Title: Solid Waste Tipping Fees for Cleveland County Fair

Agenda Summary: Nathan McNeilly, Environmental Health Supervisor

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report_CCF_solid_waste_fees.docx	CCF Tipping Fee Staff Report

STAFF REPORT

To: Board of Commissioners Date: March 28, 2018
Via: Brian Epley, County Manager
From: Nathan McNeilly, Environmental Health Supervisor
Subject: Solid Waste Tipping Fees for Cleveland County Fair

Summary Statement: The Cleveland County Fair Manager has requested that solid waste tipping fees be waived for the annual fair event.

Review: As a result of the 2012 E.coli outbreak at the Cleveland County Fair, animal waste has been handled and disposed of in accordance with state recommendations. As part of these recommendations animal waste is to be handled and disposed of in a manner similar to municipal solid waste. Given the public health significance of handling animal waste properly tipping fees have been waived for the disposal of the animal waste in prior years. Previous decisions by prior management also allowed the remaining solid waste generated at the annual event be disposed at no cost. Essentially, the Fair pays only the cost of Republic Services to haul solid waste and animal waste for the annual event to the Self-McNeilly landfill for disposal.

Protecting the public's health is a primary purpose of the Cleveland County Health Department's mission. Providing the resource for proper management and disposal of solid waste and animal waste will continue to significantly reduce health risks posed to the public. Additionally, this resource will promote adherence to state recommendations, while maintaining a positive working relationship with the Fair.

In summary, County staff is recommending the approval of waiving solid waste tipping fees for the annual fair week.

Pros:

- Promotes the Fair's cooperation of state recommendations
- Ensures that public health will be protected by providing proper disposal of the waste, particularly animal waste
- Financial burden for waste disposal is significantly reduced for the Fair
- Consistency with previous year's actions

Cons:

- Loss of revenue

Fiscal Impact

- 2017, loss of revenue = \$5,456.27, (animal waste = \$3648.12)
- 2016, loss of revenue = \$4,753.31, (animal waste = \$1877.98)
- Solid Waste program absorbs State Tax (\$2.00/ton) 2017= \$84.10, and 2016=\$152.74

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

National Public Health Week 2018

Department:

Agenda Title: National Public Health Week 2018

Agenda Summary: Anne Short, Human Services Deputy Director

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> STAFF_REPORT_-_NATIONAL_PUBLIC_HEALTH_WEEK_2018.docx	2018 Health Wekk Staff Report

STAFF REPORT

TO: County Commissioners

THROUGH: Brian Epley, County Manager

FROM Dorothea Wyant, Health Director

DATE: March 20, 2018

SUBJECT: Proclamation in Support of National Public Health Week

Summary Statement: In support of National Public Health Week, and in conjunction with the American Public Health Association, the Cleveland County Public Health Center has drafted a Resolution to declare April 2 through April 8, 2018 as National Public Health Week 2018 in Cleveland County.

Pros: National Public Health week places emphasis on the Cleveland County Public Health Center Mission Statement, which is: “To assure, enhance and protect the health of Cleveland County citizens through education and prevention”.

Cons: None

Fiscal Impact: None known.

Recommendation: During their regular meeting on March 13, 2018, the Cleveland County Board of Health voted to recommend that the Cleveland County Commissioners proclaim the week of April 2 through April 8, 2018 as National Public Health Week 2018 in Cleveland County, North Carolina.

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

Adjourn

Department:

Agenda Title:

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available