

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

December 4, 2018

6:00 PM

County Commissioners Chamber

-
- **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. Family & Consumer Sciences Day 2018

Greg Traywick, Cooperative Extension Director

3. 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.

4. 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 November 20, 2018 Regular Commissioners Meeting
- B. **Finance** Manager's Monthly Report
- C. **Legal** Retention Schedules
- D. **County** Atrium Health Sale Contract
 Manager's Office
- E. **Finance** Finance: Ensono Incentive Agreement

REGULAR AGENDA

- 5. American Red Cross Design and Useage
 Kerri Melton, Assistant County Manager
- 6. Cleveland County Schools Resource Officer Contract
 Brian Epley, County Manager
- 7. Coroner Transition
 Kerri Melton, Assistant County Manager

BOARD APPOINTMENTS

- 8. Commissioner Representative Appointments

COMMISSIONER REPORTS

ADJOURN

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, December 18, 2018 at 6:00pm in the Commissioners Chamber.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Family & Consumer Sciences Day 2018

Department:

Agenda Title: Family & Consumer Sciences Day 2018

Agenda Summary: Greg Traywick, Cooperative Extension Director

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 November 20, 2018 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 11-20-2018_Minutes.pdf	11202018 Minutes

Cleveland County Board of Commissioners
November 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
Kerri Melton, Assistant County Manager
Chris Green, Tax Administrator
Shane Fox, Chief Financial Officer
Elliot Engstrom, Senior Staff Attorney
Scott Bowman, Maintenance Director
Lorie Poston, E-911 Communications Director
Jason Falls, LeGrand Center Director
Allison Mauney, Human Resources Director
Carol Wilson, Library Director
Betsy Harnage, Register of Deeds

CALL TO ORDER

Chairman Holbrook called the meeting to order and Tax Assessor Chris Green provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

CITIZEN RECOGNITION

Mae Weaver Hunt – has been a resident of Cleveland County for over seventy years and wanted to personally thank Chairman Holbrook for the many contributions, developments and progress he brought to Cleveland County during his tenure as Commissioner.

CONSENT AGENDA

APPROVAL OF MINUTES

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

ACTION: Commissioner Allen 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 *October 2018.*

TOTAL TAXES COLLECTED OCTOBER 2018			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2018	\$2,285,773.78	\$0.00	\$2,285,773.78
2017	\$76,596.11	\$0.00	\$76,596.11
2016	\$19,653.99	\$0.00	\$19,653.99
2015	\$5,171.68	\$0.00	\$5,171.68
2014	\$2,665.54	\$0.00	\$2,665.54
2013	\$1,506.03	\$200.49	\$1,706.52
2012	\$630.19	\$231.25	\$861.44
2011	\$871.49	\$232.07	\$1,103.56
2010	\$330.86	\$170.39	\$501.25
2009	\$398.37	\$87.61	\$485.98
2008	\$0.00	\$0.00	\$0.00

TOTALS	\$2,393,598.04	\$921.81	\$2,394,519.85
DISCOUNT	\$45.99		
INTEREST	\$17,429.30	\$517.56	\$0.00
TOLERANCE	(\$8.79)	(\$1.24)	
ADVERTISING	\$418.00	\$519.12	
GARNISHMEN	\$2,813.73		
NSF/ATTY	\$27.46		
LEGAL FEES	\$4.95		
TOTALS	\$2,414,328.68	\$1,957.25	
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$2,414,328.68	\$1,957.25	\$2,416,285.93
	\$2,414,328.68	\$1,957.25	

TOTAL TAXES UNCOLLECTED OCTOBER 2018			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$35,830,538.30	\$0.00	\$35,830,538.30
2017	\$957,576.83	\$0.00	\$957,576.83
2016	\$439,930.73	\$0.00	\$439,930.73
2015	\$301,422.58	\$0.00	\$301,422.58
2014	\$268,522.96	\$0.00	\$268,522.96
2013	\$150,145.17	\$66,288.15	\$216,433.32
2012	\$110,844.75	\$75,636.58	\$186,481.33
2011	\$81,219.31	\$56,911.88	\$138,131.19
2010	\$73,224.02	\$53,724.10	\$126,948.12
2009	\$72,096.69	\$50,813.49	\$122,910.18
2008	(\$0.00)	\$0.00	(\$0.00)
	\$38,285,521.34	\$303,374.20	\$38,588,895.54

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during ***October 2018***. The monthly grand total of tax abatements was listed as (\$32,055.26) and monthly grand total for tax supplements was listed as \$5,217,454.16.

COOPERATIVE EXTENSION: BUDGET AMENDMENT (BNA #017)

ACTION: Commissioner Allen 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>
010.495.4.991.00		Cooperative Ext/FB Appropriated	\$700.00	
010.495.5.790.88		Cooperative Ext/GRG Donations	\$700.00	
<i>Explanation of Revisions: Request to budget \$700 in funds received in FY 17/18 for the Grandparents raising Grandkids program.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #018)

ACTION: Commissioner Allen 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>
012.548.4.310.25	Opiod Grant	CODAP/Federal Grants	\$68,925.00	
012.548.5.370.25	Opiod Grant	CODAP/Advertising-Promotions	\$4,851.00	
012.548.5.210.25	Opiod Grant	CODAP/Supplies	\$1,500.00	
012.548.5.490.25	Opiod Grant	CODAP	\$47,305.00	
012.548.5.581.25	Opiod Grant	CODAP	\$1,500.00	
012.548.5.311.25	Opiod Grant	CODAP	\$6,540.00	
012.548.5.310.25	Opiod Grant	CODAP	\$272.00	
012.548.5.121.00	Opiod Grant	CODAP/Salaries	\$5,115.00	

012.548.5.131.00	DeShay Oliver Salary	CODAP/Social Security Taxes	\$317.00
012.548.5.132.00	DeShay Oliver Salary	CODAP/Retirement	\$399.00
012.548.5.133.00	DeShay Oliver Salary	CODAP/Health Insurance	\$815.00
012.548.5.134.00	DeShay Oliver Salary	CODAP/Dental Insurance	\$15.00
012.548.5.135.00	DeShay Oliver Salary	CODAP/Employer 401K	\$256.00
012.548.5.136.00	DeShay Oliver Salary	CODAP/Medicare Taxes	\$40.00

Explanation of Revisions: Adjust budget to record Opioid Grant to recruit and fund local health department to implement strategies to prevent fatal and non-fatal overdoses, increase access and linkages to care services for the most vulnerable populations.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #019)

ACTION: Commissioner Allen 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
012.542.4.410.00		Rabies Control/Local & Other Grants	\$10,000.00	
012.542.5.490.00		Rabies Control/Professional Services	\$10,000.00	

Explanation of Revisions: Budget Animal Control grants from Best Friends Society for spay and neuter.

FOOTHILLS PUBLIC SHOOTING: BUDGET AMENDMENT (BNA #020)

ACTION: Commissioner Allen 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
010.470.4.350.00	NCWLC-PRAP	Shooting Range/State Grants	\$29,093.00	
010.470.5.980.00	NCWLC-PRAP	Shooting Range/C-O Building	\$29,093.00	

Explanation of Revisions: To budget funds to install three additional bays at the Shooting Range. Total Budget cost is \$38,790. NC Wildlife Preservation to reimburse the County \$29,093. County’s portion is \$9,697.00.

OFFER FOR PURCHASE OF COUNTY OWNED PROPERTY

The County owns a property at 111 Alexandra Drive, Kingstown, NC 28150, parcel number 57279. Brett and Mary Cohen have made an offer of \$1,500 for this property. Staff recommends accepting this offer, as it is higher than other offers the County has received for this property in the past.

Details

Identify Adjoining Parcels

Select Features by Buffer

Parcels

Zoom To Hide Highlight Clear

Owner: CLEVELAND COUNTY
GIS Deeded Acres: 0.544
Calculated Acres: 0.5247599

Parcel No.: 57279
PIN: 2538564073
NeighCode: SABLE
Parcel Address: 111 ALEXANDRA DR
Other Address(es):
111 ALEXANDRA DR
Prior Years Owner: CLEVELAND COUNTY
PO BOX 1210
SHELBY NC 28151-1210
Map: 6-68 Bk: 1 Lot: 91
Deed Book: 1596 Pg: 1199
Land Area: 0.544 acres
2016 Tax Values:
Building Value:
Land Value: \$5,548
Total Value: \$5,548

[View Property Card](#)
[View Parcel History](#)

Parcel History

1 complete transfers or combines.

Parcel Number	Parent Number	Owner Name	Deed Reference	Trans action Type	Trans action Date
57279	51059	CLEVELAND COUNTY	1596 1199	XFR	5/19/2

0 splits

[View Ledger Sheet - 6-68.pdf](#)
[Mailable Link \(right-click to copy\)](#)
[View in GoogleEarth/Download KML](#)
[View in GoogleMaps](#)

Attributes at point: N: 586639, E: 1235473

Zoning

Class: Restricted Residential

Municipality: Cleveland County Zoning

2000 Census Tracts

Census Tract: 951300

ACTION: Commissioner Allen made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the \$1,500 offer made on parcel 57279 at 111 Alexandra Drive, Kingstown, NC 28150, and authorize County staff to begin the statutorily-required deposit and upset-bid processes.*

SAFECO CONTRACT ADDENDUM

SAFECO Environmental Services, Inc. is the contractor that is demolishing the Doran Mill for the County. They have requested more time to complete the project. In exchange for an extension of time to complete the project, SAFECO will preserve bricks from the Doran Mill for the County. The County will later sell these bricks for one dollar to residents of the County who are interested in purchasing them.

ACTION: Commissioner Allen made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the addendum to the County's contract with SAFECO Environmental Services, Inc. (copy found on Page ____ of Minute Book____).*

SPECIAL PRESENTATION

County Manager Brian Epley gave opening remarks to Chairman Holbrook thanking him for his vision and guidance during his tenure on the Board. The floor was opened to staff for comments and remarks. Assistant County Manager Kerri Melton has spent most of her career with the County with Chairman Holbrook. She thanked him for his direction and kind-heartedness as he has seen several of her life events. Mrs. Melton stated Chairman Holbrook has made a difference in Cleveland County and thanked him for all he has done.

Tax Assessor Chris Green commended Chairman Holbrook for his twelve years of service and expressed gratitude for Chairman Holbrook's professionalism, support and the positive image he projects onto Cleveland County.

LeGrand Director Jason Falls stated he has a unique perspective from other people as they have not had the privilege of serving on the Board with Chairman Holbrook. During that time Mr. Falls remarked how much he learned from Chairman Holbrook and thanked him for his friendship, being a confidant and a role model. He continued by applauding Chairman Holbrook for the all good he has done for the County not just as a Commissioner but also as a member of the community.

Library Director Carol Wilson has been with the library for forty years and the last thirteen years have been some of the best because the Library became part of Cleveland County government. That direction has allowed the library to grow and improve thanks to the support and encouragement from Chairman Holbrook and the Board over the years.

Human Resource Director Allison Mauney thanked Chairman Holbrook for his kindness and being an advocate for the employees of Cleveland County.

Maintenance Director Scott Bowman stated he has enjoyed working with Chairman Holbrook. Mr. Bowman concluded by expressing his appreciation for Chairman Holbrook for his hard work and support.

Chairman Holbrook thanked everyone for their kind words and read the following “as much as people want think I am a complicated individual, I am a pretty simple guy who believes in hard work, putting in the time and the time put in will be rewarded. When I started this journey, I never thought in my wildest dreams that I would have the chance to sit down in Senator Burr’s office and report to him on some projects or sit down in Senator Tillis’ office and report to him on some projects or become a special friend to Lindsey Graham who I admire a great deal. The closeness we have established really is unusual. I was in a group of twenty-five people or so who were invited to Charleston to spend the weekend with him and hear his political projections on what is going to happen in the Country. So many of the things I see in him I see in myself; small town, country and wanting the best for the people. Sitting around the table with him, my wife and four other people for an hour and a half after the meeting was over and just talking. The next morning before a three-hour meeting which would include politicking and polls, I’m sitting in the back of the room by myself because I wanted to see the presentation better. When the reports came in for the slide presentation, who sits beside me – Lindsey Graham, a guy doesn’t even represent Cleveland County, North Carolina.

It takes a special person to become a good friend to a person I have watched go up the ladder and become Speaker of the House. The relationship I have with him, I could really care less what some people say about me being a democrat and having a republican as a close friend. People are people and friends are friends. You reach out to help by extending your network. Tim, thank you very much.

I have prepared remarks I want to take the liberty of saying and try my best to get through it. It’s been my pleasure to serve on this Board for the last twelve years. It has especially been my joy to serve the citizens of Cleveland County and to the best of my ability try to make our county a better place for all of us. Has every decision been the right one? Probably not because none of us are 100% right all the time. I promise you and the people of Cleveland County I’ve tried my best to do what is right and to go home and feel like I have attempted at the end of the day to do what’s right in God’s sight. Needless to say, we can’t always please everyone. Jesus Christ could not even do that.

Tonight, we have a perfect example of that on the agenda when a person implies that myself and this Board are having a public hearing concerning a \$28 million-dollar bond with implications that involves county funds. In actuality it’s a complete false. We are providing Gardner-Webb University with a public setting for them to address their financial procedures and policy. The county has absolutely no liability regarding the matter other than saying we are blessed and we are proud to have Gardner-Webb as a part of our community. I will emphasize again the county has **no** liability regarding this matter. This is unfortunately the sad part of being a board member and especially the chairman. I wish for you as a Board is that you don’t face all the innuendoes that have come my way the last year and a half, especially the ones that question your integrity and are not based on fact. My wishes for you as a Board that you all enjoy success because with your success comes success for this county. I graciously step aside knowing all things happen for a reason and perhaps the good Lord continues to use me in another

capacity. I especially want to thank the fabulous employees and management team that we have in place. Thank you are simply not adequate words to describe the job you do. We have had four county manager transitions and three finance director transitions. To staff that has been formed around them is truly exceptional. I'm so proud of all of you. Hopefully our people will see your ability and intelligence as you go about doing your job. In my opinion, it's the best leadership team in Cleveland County's history. We may be considered a Tier II county but you compare favorably to any in the state and excide most of them. In closing, Commissioner Hutchins has been here fourteen years, I have been here twelve. Johnny, I think if we're asked a question if this county is better than it was fifteen years ago, we can smile and say yes, it is. I can go home tonight without any reservations and say I've given it my best shot. Thank you and God speed as you go forward."

Commissioners took turns praising and thanking Chairman Holbrook for all that he has done while on the board, his leadership and his friendship. The Board presented him with his gavel mounted on a plaque for his years of service as Board Chair.

PUBLIC HEARINGS

PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE BOND

Chairman Holbrook recognized County Manager Brian Epley. the County was approached by Gardner-Webb University in June who was working through refinancing and refunding tax-exempt revenue bonds which is existing debt. They needed our forum to hold a public hearing and hear public comment. Mr. Epley introduced Joshua Bonney, Gardner-Webb Attorney who gave a brief overview of the intent and purpose of the public hearing and what role he is asking of the Board and the County.

Mr. Booney stated Gardner-Webb is seeking authority to refinance its 2010/2014 tax abate models for a tax-exempt basis. The goal is to address the 2010 and 2014 models and the 2021 bullet maturity dates while all of the interest rates are still favorable. Gardner-Webb is pursuing tax exempting financing in order to structure an interest rate advantage versus a taxable deal which would be better for the University. The financing is expected to close in late July or early August. Mr. Booney stated Gardner-Webb University is seeking a private activity bond to be issued by the Public Finance Authority. The University must receive the approval of each governmental unit having jurisdiction over the area in which any facility, with respect to which financing is to be provided from the net proceeds of such issue, is located. For Gardner-Webb, the governmental unit having the requisite jurisdiction is Cleveland County. The bond therefore needs the County's approval to be issued. The County is solely giving a stamp of approval saying that the bond issue will benefit the local community. The public hearing offers an opportunity for anyone who has questions or comments to be presented within the County where the capital improvements will be made.


Chairman Holbrook opened the floor to the Board for questions and discussion. Commissioner Hutchins reinstated all the County is doing is holding a public setting for Gardner-Webb – there is no liability to the County. He also thank the University for being in the community.

Chairman Holbrook opened the Public Hearing at 6:43 pm for anyone wanting to speak for or against the resolution supporting the Public Finance Authority Educational Facilities Revenue Bond at Gardner-Webb University.

Hearing no comments, Chairman Holbrook closed the Public Hearing at 6:44 pm. (Legal Notice was published by Gardner-Webb University on Thursday, November 1, 2018).

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Allen, and passed unanimously by the Board to, *approve the resolution supporting the Public Finance Authority Educational Facilities Revenue Bond at Gardner-Webb University.*

Cleveland County
Grows Greater



Resolution


Number 15-2018

RESOLUTION APPROVING A PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE BOND (GARDNER-WEBB UNIVERSITY), SERIES 2018 FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986.

WHEREAS, Gardner-Webb University (the “**University**”), a North Carolina nonprofit corporation, has requested the Public Finance Authority (the “**Authority**”), a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303, and 66.0304 of the Wisconsin Statutes, as amended (the “**Act**”) to issue its Educational Facilities Revenue Bond (the “**Bond**”) in an original principal amount not to exceed \$28,000,000, the proceeds of which will be loaned to the University to (1) refinance a commercial loan from RBC Bank (USA) (“**RBC**”) in the original principal amount of \$33,460,000, pursuant to a Construction Loan Agreement between RBC and the University, as borrower, dated December 15, 2010 (the “**2010 Loan**”), which was used for the purposes set forth below, (2) refinance a revolving line of credit from PNC Bank, National Association (“**PNC**”) in the maximum principal amount of \$7,000,000, pursuant to a Loan Agreement between PNC and the University, as borrower, dated October 1, 2014 (the “**2014 Loan**”), which was used for the purposes set forth below, and (3) pay all or a portion of the costs of issuing the Bond;

WHEREAS, the 2014 Loan was used to finance (i) the acquisition, construction and equipping of a new approximately 300-seat Brinkley softball stadium and related improvements and (ii) the acquisition, construction, rehabilitation and equipping of an approximately 50,000 square foot College of Health Science facility (the “**2014 Project**”);

WHEREAS, the 2010 Loan was used (i) to refund: (a) \$11,725,000 original aggregate principal amount of North Carolina Educational Facilities Finance Agency Variable Rate Demand Revenue Bonds (Gardner-Webb University), Series 1997 (the “**1997 Bonds**”), (b) \$6,700,000 original aggregate principal amount of North Carolina Educational Facilities Finance Agency Variable Rate Demand Revenue Bonds (Gardner-Webb University), Series 1999 (the “**1999 Bonds**”), and (c) \$8,000,000 original aggregate principal amount of Variable Rate Educational Facilities Revenue Bonds (Gardner-Webb University), Series 2003 (the “**2003 Bonds**”), in each case to finance or refinance certain projects, and (ii) to finance (a) the construction, equipping and furnishing of Tucker Student Center, (b) the construction, equipping and furnishing of an annex to Withrow Science Center and (c) the construction, equipping and furnishing of a University Commons Suite facility (together with the 2014 Project, the “**Projects**”), all located on the University campus in Cleveland County, North Carolina (the “**County**”), as further described in the notice of public hearing attached hereto as Exhibit A;



PPAB 4265235v3

WHEREAS, in order for interest on the Bond to be excludable from gross income for federal income tax purposes, the issuance of the Bond must, among other things, be approved by the governmental unit having jurisdiction over the area in which any facility, with respect to which financing is to be provided from the net proceeds of the Bond, is located, in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”);

WHEREAS, the Bond will be a special limited obligation of the Authority payable solely from the loan repayments to be made by the University to the Authority, and certain funds and accounts established by the agreement under which the Bond will be issued;

WHEREAS, the University anticipates that the Projects will benefit the County by providing quality higher educational facilities for people from the County and surrounding areas;

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise Power Agreement Relating to the Public Finance Authority dated as of September 28, 2010 (collectively, “**Authority Requirements**”) and Section 147(f) of the Code and Treasury Regulations Section 5f.103-2(f), as amended (collectively, “**Federal Tax Requirements**”), prior to the issuance of the Bond by the Authority, and after a public hearing held following reasonable public notice, the University has requested the Board of Commissioners of the County (the “**Board**”), as the highest elected representatives of the County, the governmental unit having jurisdiction over the area in which the Projects are located, to approve the Bond;

WHEREAS, on this date, prior to any deliberations regarding this Resolution, a public hearing was held at which all interested persons have been given a reasonable opportunity to express their views on the location of the Projects, the issuance of the Bonds, and other related matters, notice of said public hearing having been given by publication, attached as Exhibit A, in the *Shelby Star*, a newspaper having general circulation in the County, not less than 14 days prior to the date thereof; and

WHEREAS, at the University’s request, the Board now desires to approve the Authority’s issuance of the Bond and the refinancing of the Projects in order to satisfy the Authority Requirements and the Federal Tax Requirements;

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the Board as follows:

Section 1. Based on information provided to the Board by the University, it is hereby found, determined and declared that (a) the Projects are anticipated to benefit the general public welfare of the County by providing quality higher educational facilities, and (b) the Projects and the Bond will give rise to no pecuniary liability of the Board or the County, or a charge against the general credit or taxing power of the County.

Section 2. For the sole purpose of compliance with the Authority Requirements and the Federal Tax Requirements, the Board, as the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, approves the Projects and the Authority’s issuance of the Bond to refinance the Projects.

Section 3. The Bond shall in no way be an obligation or liability of the Board or the County and is a limited obligation of the Authority payable solely from the loan repayments to be made by the University to the Authority and certain funds and accounts established by the agreement under which the Bond is issued.


Section 4. The Board certifies that the undersigned Chairman is the person authorized and directed to execute such documents as may be necessary to evidence the Board's approval granted under this Resolution.

Section 5. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force and effect from and after its adoption.

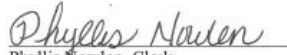
Adopted this 20th day of November, 2018.

CLEVELAND COUNTY, NORTH
CAROLINA

(SEAL)

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

ATTEST:


Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners



PPAB 4265235v3

3

REGULAR AGENDA

KEYSTONE UPDATE ERP PROGRESS

Chairman Holbrook recognized Judson VanDervort, Jr., President of Keystone Information Systems to present the Keystone Update ERP Progress. Since the Board's contract approval for Keystone Information Systems in March 2018 they have been on a very progressive schedule. The County contract with Keystone is a full set of application software for all financial administration, human resources, payroll, tax administration and inspections/permitting. To date, Keystone in conjunction with the start of the County's new fiscal year, the core financials implementation, general ledger, purchase order requisition, accounts payable and fixed asset tracking have been available since July through an on-line portal with vendors that participate in business with the County. An employee portal has been up which allows County employees to securely log in to view their pay information, personnel data and leave information. In conjunction with this portal, employees will be able to receive their W-2's at the end of this calendar year without having the County to produce them. Mr. VanDervort thanked the Board for their confidence in Keystone and echoed Chairman Holbrook's comments from earlier about the incredible staff and management at Cleveland County and their professionalism.

Chairman Holbrook opened the floor to the Board for questions and discussion. Commissioner Hutchins invited Department Heads to come forward if they had any comments or concerns. County Manager Brian Epley stated in the proposal back in March, there were three primary goals:

1. A condensed schedule – the average migration process is 36 months. Cleveland County is wanting to accomplish the process in 12 – 18 months to meet the 2020/2021 re-val time line.
2. Staff is focusing on moving to a paperless process system. This will increase process improvements, efficiency and cut costs.

3. Have a more intuitive software system that is user friendly and will increase the level of customer service.

This is the first software upgrade system organizational wide since 1989. Staff has weekly check-ins with Keystone consultants. Commissioners thanked staff and members from Keystone Information Systems for the hard-work and dedication that continues to go into the system transition.



Implementation Update

Judd Van Dervort, Jr., President
Steve Juliana, Sr. Vice President
Julie Brown-Alfred, Project Manager



Initial Timeline

- Contract awarded in March 2018
- Core Financials went live July 2, 2018
 - General Ledger
 - Purchase Order Requisitions
 - Accounts Payable
 - Purchasing
 - Cash Receipts
 - Fixed Assets
 - Vendor Portal

1



Finance

- Through August and September we went live with several distributed applications
- Departments now access these functions
 - Requisitions / Approvals
 - GL Account Inquiry
 - Vendor Inquiry
- Still ahead – distributed access to:
 - Budget Development
 - Cash Receipts

1



New features

- Scanning and attaching all backup documents (cash receipts, invoices, journal entry documentation.)
 - Electronic Forms Manager to produce and save checks and P.O.'s
 - Requisitions are now paperless
 - Departments entering own invoices
 - Attachments accessible by anyone with proper security. Paperless process!
 - Vendors now access their information on line through a secure vendor portal

1



Human Resources

- Human Resources went live with the August 15 Payroll
- Completed 7 Payrolls to date
- Product Review scheduled next week for KeyNet Applicant – New Hire – Benefit Enrollment
 - Go live dates will be determined at that time.

1



Online Integration

- Employees have access via the web (“Employee Portal”) to view detail of pay information – personnel data and leave
- Employees will have access to the 2018 W2 online

1



Tax

- Currently on track with the Tax, and Inspections and Permits
- Implementation slated for April 1, 2019 go live
 - Completed several product reviews with the tax staff
 - Completed first pass of data conversion and reviewed with tax staff

1



Tax Timeline

- December 4-6, 2018
 - Land Records and Appraisal second pass of data conversion
- December 11-13, 2018
 - Billing and Collections second pass of data conversion
- February 11-14, 2019
 - Hands on training Land Records and Appraisal
- February 25-28, 2019
 - Hands on training Billing and Collections
- March 2019
 - Parallel Processing
- April 1, 2019 GO LIVE

1



Conclusion

- We would like to thank the Board for its confidence in our firm, and your staff for all enthusiasm for and cooperation.
- Change is never easy.
- Everyone has stepped up to make this project successful.

1

CLOSED SESSION

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, to go into *Closed Session per N.C.G.S. 143-318.11(a)(3) & (4) to discuss a matter that comes within the attorney-client privilege and the location or expansion of industries or other businesses.* (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.*

Commissioner Hutchins announced no official action was taken.

RECESS TO RECONVENE

There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to recess to reconvene to Monday, December 3, 2012 in the Commissioners Chamber for the swearing in of Commissioners.* The next regular meeting of the Commission is scheduled for *Tuesday, December 4, 2012 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

Manager's Monthly Report

Department: Finance

Agenda Title: Manager's Monthly Report

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Managers_Report_12.4.18.docx	Managers Report 12042018
<input type="checkbox"/> Lat._and_Dep._Budget_Transfers_12.4.18.pdf	Dept Transfers 12042018

Cleveland County, North Carolina Monthly Financials & Manager's Report

EXECUTIVE SUMMARY

Finance:

- The County has earned approx. \$370,000 in Investment Income year to date through November 30, 2018.
- The County has received \$3,255,000 in local option sales tax for the first two months of 2018-2019. This is in comparison to \$3,073,000 received through the first two months of 2017-2018, or an 6% increase from prior year. Local option sales tax is received and recorded 3 months in arrears.
- The County's new audit firm, Thompson, Price, Scott and Adams, Co. (TPSA) completed final fieldwork during the month of October. The County's CAFR has been submitted to the LGC for review and approval on-time. During interim and final fieldwork TPSA reviewed over 500 invoices and 150 deposits, along with testing 8 major DSS programs. In comparison, in the prior year, the former audit firm reviewed approx. 250 invoices and deposits along with 3 major DSS programs. This change in the County's audit firm marks the first change in 14 years.
- The ERP-Keystone conversion and implementation process has been a tremendous success thus far. The Finance Department continues to fine tune more efficient ways to conduct day to day operations. The external transparency to vendors and clients has been very successful. This is the first major County-wide software update since 1989.
- See attached for lateral and departmental line item transfers between 7/1/18 – 11/30/18:

County of Cleveland, North Carolina
Presented at the December 4, 2018 BOC Meeting
Time Period Covered 7/1/18 - 11/30/18 - Fiscal Year Ending June 30, 2018
Departmental Line Item and Lateral Transfers

D = Departmental Transfers

L = Lateral Transfers

BUDGET TYPE	DEPT NAME TO	DEPT NAME FROM	EXPLANATION	BUDGET AMOUNT
D	Employee Wellness		To cover Tier 4/5 drugs - new employee pharmacy formulary	\$ 1,700
D	Animal Control		To cover travel/training	\$ 1,125
D	Employee Wellness		To move funds for new pharmacy tiers	\$ 15,000
D	Employee Wellness		To move funds for new pharmacy tiers	\$ 10,000
D	Maintenance		To cover purchase of water cooler for CADM	\$ 1,500
D	Employee Wellness		To move budget to one account to cover tier 3-5 drugs	\$ 302,009
D	Dental		To cover purchase of scaler for dental clinic	\$ 2,900
L	Cap Proj ARC	Cap Proj Gen	To cover professional services on ARC bldg	\$ 2,500
D	Animal Control		To cover travel/training and advertising	\$ 13,500
D	SW Landfill		To cover new scales	\$ 58,950
D	Health Admin		To cover increase in Patagonia software	\$ 8,250
D	Health-Adult Hlth		To cover contracted labor	\$ 13,000
D	Animal Control		To cover new tasers purchased to replace expired tasers	\$ 2,710
D	Property/Liability		To cover legal services	\$ 20,000
L	Human Resources	Commissioners	To appropriate dept for employee drug testing	\$ 10,000
D	Cap Proj-Gen		To cover professional services provided by Mansour Edlin	\$ 8,500
D	Court Facilities		To cover camera system for DA Bldg	\$ 950
D	Board of Elections		To cover addl funds to cover rental of new early voting location	\$ 1,300
D	EMS		To cover contract w/Dev. Associates for EMS Director Search	\$ 18,000
D	Maintenance		To cover AC Unit for EMS Belwood	\$ 1,500
D	Maintenance		To cover COB Water Cooler	\$ 2,000
L	ERP Proj	IT	To move funds from ERP Proj to IT to cover ERP Proj travel/training	\$ 175,000
D	Property/Liability		To cover Excess Stop Loss Increase	\$ 9,584
D	Health-OBCM		To cover training	\$ 700
D	Health-CURES/CODAP		To move funds CURES/CODAP to match actual funds recd	\$ 10,617
L	Cap Proj-BLWD/PLK	Cap Proj-Gen	To move funds to cover EMS Belwood/Polkville Bases	\$ 27,000
D	Health-CURES/CODAP		To move funds w/in dept to cover program exps	\$ 10,617
D	Employee Health		To move funds cover EKS Machine	\$ 2,486
L	Health Admin	Adult Health	To move funds cover pharmacy shelving	\$ 4,284
D	Manager's Office		To cover purchase of camera	\$ 619
D	SW Landfill		To cover purchase of welder	\$ 3,885
D	Cap Proj-BLWD/PLK		To move funds to cover security camera	\$ 723
L	Coop Ext	Contingency	To cover assessment & strategic plan for Foothills Farmers Mkt.	\$ 5,000
D	Animal Control		To cover purchase of equipment for surgical suite	\$ 30,290
D	SW Landfill		To cover Aluminum Bead Breaker (tool to remove off road tires)	\$ 1,330
D	Commissioners		To move travel allow budget to salary line - annual move	\$ 53,220
D	Animal Control		To move funds to cover purchase of camera for adoption pics	\$ 1,372
D	Legal		To cover NCBA Membership dues; NC Core Patron Access	\$ 2,730
D	SW Landfill		To cover litter bug campaign billboards; fleet maint software	\$ 2,292
D	SW Manned Sites		To cover advertising exp for 2 Billboard Rentals/Billboard Design	\$ 800
L	EMS	Contingency	To cover 12 mths rent of UCRS while Belwood was being repaired	\$ 7,000

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Legal: Retention Schedules

Department: Legal

Agenda Title: Retention Schedules

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 2018-11-28_Retention_Schedule_Staff_Report.pdf	Retention Schedules

STAFF REPORT

To: Board of Commissioners

Via: Phyllis Nowlen, Clerk to the Board

From: Elliot Engstrom, Senior Staff Attorney

Subject: Adoption of state-issued retention schedules

Date: November 28, 2018

Summary Statement:

Staff recommends adopting state-issued public records retention schedules for Tax Administration, Veteran's Services, the Register of Deeds, and the Sheriff.

Review:

Local governments may not destroy public records without the approval of the North Carolina Department of Natural and Cultural Resources (DNCR). The default rule is that a local government must contact DNCR every time it wants to destroy a record. This is not administratively feasible, so DNCR has published retention schedules authorizing local governments to destroy certain records in certain ways. These schedules must be signed by the relevant County department heads and adopted by the Board of Commissioners in order to be valid.¹

The Board of Commissioners adopted the retention schedule for County Management at its August 7, 2018 meeting. Staff now has retention schedules signed by department heads from Tax Administration, Veteran's Services, the Register of Deeds, and the Sheriff. These schedules now need Board of Commissioner approval to be valid.

Attachments:

Public records retention schedules for Tax Administration, Veteran's Services, the Register of Deeds, and the Sheriff.

Action Requested

Adopt the state-issued public records retention schedules for Tax Administration, Veteran's Services, the Register of Deeds, and the Sheriff.

###

¹ Retention schedules for the Board of Elections, Department of Social Services, Library System, and Health Department have been adopted by the boards for those entities and do not need to be separately adopted by the Board of Commissioners

Tax Administration Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. *Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.*

This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

The local government agency and the Department of Cultural Resources concur that the long-term and/or permanent preservation of electronic records require additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



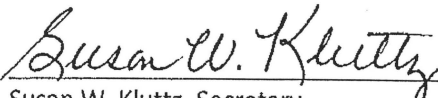
Tax Assessor/Collector



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

April 17, 2013

County: _____

**Tax Administration
Records Retention Schedule Amendment**

Amending the Tax Administration Records Retention and Disposition Schedule published April 17, 2013.

STANDARD 5. PERSONNEL RECORDS

Amending item 19 **Employee Eligibility Records** as shown on substitute page 36.

APPROVAL RECOMMENDED



Tax Assessor/Collector



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

November 7, 2014

County

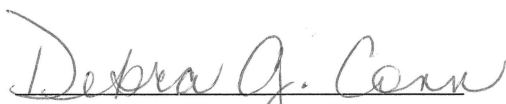
**County Veterans Services
Records Retention Schedule Amendment**

Amending the County Veterans Services Records Retention and Disposition Schedule published November 1, 2004.

STANDARD 4. PERSONNEL RECORDS

Amending item 20 **Employee Eligibility Records** as shown on substitute page 22.

APPROVAL RECOMMENDED


County Veterans Services Officer


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners


Susan W. Kluttz, Secretary
Department of Cultural Resources

November 7, 2014

County

**County Veterans Services
Records Retention Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapter 121 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



County Veterans Services Officer

David Brook, Director
Division of Historical Resources

APPROVED

Chairman, Bd. County Commissioners

Lisbeth C. Evans, Secretary
Department of Cultural Resources

November 1, 2004

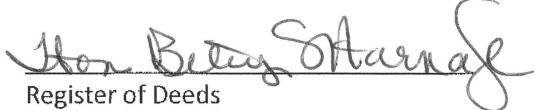
**Register of Deeds
Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records including electronic records not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If an office does not establish internal policies and retention periods, the office is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.


APPROVAL RECOMMENDED


Register of Deeds


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners


Linda A. Carlisle, Secretary
Department of Cultural Resources

Name of County

October 10, 2012

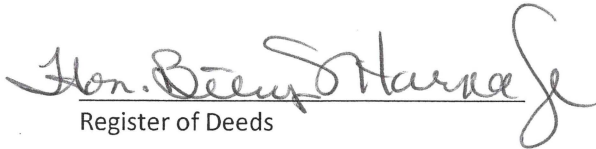
**Register of Deeds
Records Retention Schedule Amendment**

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

STANDARD 5. PERSONNEL RECORDS

Amending item 18 **Employee Eligibility Records** as shown on substitute page 39.

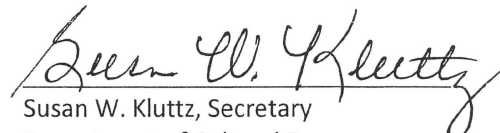
APPROVAL RECOMMENDED


Register of Deeds


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners


Susan W. Kluttz, Secretary
Department of Cultural Resources

November 7, 2014

County

**Register of Deeds
Records Retention Schedule Amendment**

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

STANDARD 2. BUDGET, FISCAL, AND PAYROLL RECORDS

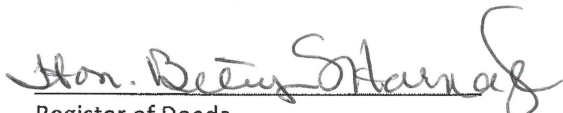
Amending item 26 **Escheat and Unclaimed Property File** as shown on substitute page 17.

STANDARD 5. PERSONNEL RECORDS

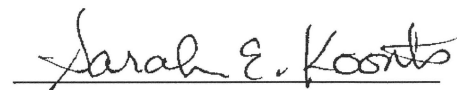
SUPERSEDED November 7, 2014

Amending item 48 **Employee Eligibility Records** as shown on substitute page 39.
Amending items 36 **Family Medical Leave Act (FMLA) Records**, 45 **Leave File**, and 46 **Leave Without Pay File** as shown on substitute pages 45 and 47.

APPROVAL RECOMMENDED



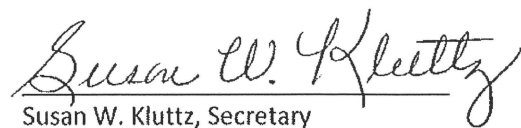
Hon. Betty Sharratt
Register of Deeds



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

County

County Sheriff's Office Records Retention and Disposition Schedule

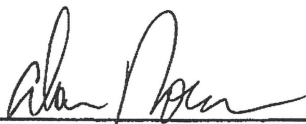
The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

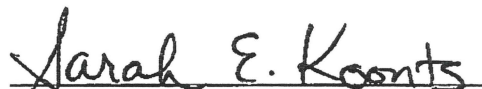
The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED




County Sheriff



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

County: _____

**County Sheriff's Office
Records Retention Schedule Amendment**

Amending the County Sheriff's Office Records Retention and Disposition Schedule published November 15, 2015.

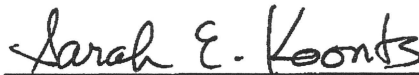
STANDARD 8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS

Amending Item 10, Audio and Video Recordings, as shown on substitute page 57.

APPROVAL RECOMMENDED



County Sheriff



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. of County Commissioners



Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

County: _____

October 1, 2016

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Atrium Health Sale Contract

Department: County Manager's Office
Agenda Title: Atrium Health Sale Contract
Agenda Summary:
Proposed Action:

ATTACHMENTS:

File Name		Description
<input type="checkbox"/>	DRAFT_Atrium_-_Cleveland_County_-_Purchase_and_Sale_Agreement.pdf	Atrium Health

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "**Agreement**") is made as of October __, 2018 (the "**Effective Date**"), by and between **CLEVELAND COUNTY**, a political subdivision of the State of North Carolina ("**Buyer**"), and **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY** ("**Seller**"). Buyer and Seller are each referred to herein as a "**Party**", and collectively, the "**Parties**".

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "**Broker**" shall mean Lincoln Harris, acting as Seller's agent.
- (b) "**Closing**" shall mean the consummation of the transaction contemplated herein, which shall occur on or before October 31, 2018. "**Closing Date**" shall mean the date of Closing.
- (c) "**Property**" shall mean: (a) that certain approximately 0.886-acre tract of real property located at 805 N. Morgan Street, Shelby, North Carolina, being more particularly depicted on Exhibit A attached hereto, being also commonly known as Cleveland County Tax Parcel No. 20254, together with all buildings, facilities, and other improvements located thereon; and (b) all right, title and interest of Seller in and to easements, licenses, rights and appurtenances relating to any of the foregoing.

- (d) "**Purchase Price**" shall mean \$0.00.
- (e) "**Buyer's Notice Address**" shall be as follows:

Cleveland County

With copy to:

"Seller's Notice Address" shall be as follows:

The Charlotte-Mecklenburg Hospital Authority
1111 Metropolitan Ave., Suite 600
Charlotte, NC 28204
Attn: Ashley Pearson
Email: Ashley.Pearson@atriumhealth.org

With copy to:

Alexander Ricks PLLC
4601 Park Road, Suite 580
Charlotte, North Carolina 28209
Attn: Jon Goldberg
Email: jon@alexanderricks.com

Section 2. Transaction Costs. At Closing, Buyer shall pay: (A) any recording fees necessary to record the Deed; and (B) all other costs and expenses incurred by Buyer in connection with Buyer's acquisition of the Property.

Section 3. Purchase and Sale of Property. Subject to the terms of this Agreement, Seller agrees to sell, and Buyer agrees to buy, the Property.

Section 4. Closing. The Closing shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, in accordance with the terms of this Agreement. Seller shall deliver to Buyer at Closing, the following executed documents:

(a) a non-warranty deed conveying to Buyer fee simple title to the Property, subject only to taxes for the current year and subsequent years not yet due and payable, matters of record except for Monetary Encumbrances and matters which would be revealed by a current, accurate physical survey of the Property (the "**Deed**"). The legal description to be used in the Deed shall be derived from Seller's vesting deed. Seller shall be required at Closing to cause the removal of any monetary liens or encumbrances against the Property which were created by Seller (collectively, "**Monetary Encumbrances**");

(b) a settlement statement setting forth all financial agreements pursuant to the terms hereof, and the funds required for Closing as contemplated hereunder;

(c) satisfactions, cancellations or releases of all deeds of trust, UCC statements and other evidences of Monetary Encumbrances on the Property; provided, however, that any such satisfactions, cancellations or releases may be provided post-Closing provided that any such lender provides a so-called "payoff letter";

(d) an affidavit affirming that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980; and

(e) such other documents as may be reasonably required in order to effectuate the Closing.

At Closing, Buyer shall execute and deliver execution counterparts of the closing document referenced in clause (b) above. The Closing shall be held through the mail by delivery of the closing documents to Seller's counsel on or prior to the Closing or such other place or manner as the Parties may mutually agree.

Section 5. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any Party to the other in connection herewith shall be in writing and sent by: (i) e-mail to the addresses set out in Section 1; or (ii) overnight delivery via a nationally recognized overnight courier, to the addresses set out in Section 1. Notice shall be deemed given on the date such notice was sent by way of e-mail or on the date delivered in person by such nationally recognized overnight courier.

Section 6. Entire Agreement. This Agreement constitutes the sole and entire agreement among the Parties and no modification of this Agreement shall be binding unless in writing and signed by all Parties. No prior agreement pertaining to the subject matter hereof (including, without limitation, any letter of intent) shall be valid or of any force or effect from and after the Effective Date.

Section 7. No Representations or Warranties. Buyer hereby acknowledges, understands and agrees that the Property shall be conveyed at Closing to Buyer in “as-is” condition with no representations or warranties whatsoever.

Section 8. Applicable Law. This Agreement shall be construed under the laws of the State in which the Property is located.

Section 9. Broker's Commissions. Buyer and Seller each hereby represent that, except for the Broker, there are no other brokers involved or that have a right to proceeds in this transaction. Buyer shall be responsible for payment of commissions to the Broker in an amount equal to \$16,995.00 to be paid at the Closing. Seller and Buyer each hereby agree to indemnify, defend and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any Party who claims to have dealt with such Party (except that Seller shall have no obligations hereunder with respect to any claim by Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement.

Section 10. Attorneys' Fees. In any action between Buyer and Seller as a result of failure to perform or a default under this Agreement, the prevailing Party shall be entitled to recover from the other Party, and the other Party shall pay to the prevailing Party, the prevailing Party's attorneys' fees and disbursements and court costs incurred in such action. The terms of this Section 10 shall survive Closing and the earlier termination of this Agreement.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any signatures delivered either by email, or other electronic transmission or digital format (including but not limited to an Adobe file format or PDF) will be deemed to be original signatures under this Agreement.

Section 12. Assignment. Buyer may not assign this Agreement without Seller's consent.

Section 13. Default.

(a) In the event that Seller is ready, willing and able to close in accordance with this Agreement, and Buyer defaults in any of its material obligations in this Agreement and fails to cure the same within five (5) days following receipt of written notice thereof, Seller may, as its sole and exclusive remedy, terminate this Agreement by providing written notice thereof to Buyer. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein.

(b) In the event of Seller's default of this Agreement which Seller fails to cure within five (5) days following receipt of written notice thereof, Buyer may: (i) seek to enforce specific performance of Seller's obligations hereunder; or (ii) terminate this Agreement by providing written notice thereof to Seller. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein.

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

SELLER:

**THE CHARLOTTE MECKLENBURG
HOSPITAL AUTHORITY**

By: _____
Name: Collin H. Lane
Title: Senior Vice President

BUYER:

CLEVELAND COUNTY, a political subdivision of the State of North Carolina

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY



COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Finance: Ensono Incentive Agreement

Department: Finance

Agenda Title: Finance: Ensono Incentive Agreement

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Ensono_Assignment.pdf	Ensono Assignment

ASSIGNMENT OF INCENTIVE AGREEMENT

WHEREAS, Cleveland County (hereinafter the “County”) and Infocrossing, Inc. (hereinafter “Infocrossing”) entered into an incentive agreement on August 3, 2010;

WHEREAS, Infocrossing reorganized in March of 2016 and transferred its data center business to its related activity, Wipro Data Center and Cloud Services, Inc. (hereinafter “Wipro”), and the County thereafter assigned the Infocrossing agreement to Wipro at its April 4, 2017 meeting;

WHEREAS, Ensono, LP (hereinafter “Ensono”) has acquired the portion of Wipro’s business that includes Wipro’s incentive agreement with the County;

WHEREAS, Ensono has requested that the County’s incentive agreement with Wipro be transferred to Ensono;

WHEREAS, this request is in wording only and has no financial impact upon the County;

THEREFORE, the Cleveland County Board of Commissioners hereby approves the reassignment of Wipro’s incentive agreement to Ensono.

IN WITNESS WHEREOF, the Board of Commissioners of Cleveland County has caused this assignment to be signed and executed on its behalf by its Board Chairman, and duly attested by the Clerk, this the 4th day of December, 2018.

CLEVELAND COUNTY, NORTH CAROLINA

By: _____

Chairman, Board of Commissioners

Attest: _____

Phyllis Nowlen

Clerk to the Board

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

American Red Cross Design and Useage

Department:

Agenda Title: American Red Cross Design and Useage

Agenda Summary: Kerri Melton, Assistant County Manager

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Cleveland County Schools Resource Officer Contract

Department:

Agenda Title: Cleveland County Schools Resource Officer Contract

Agenda Summary: Brian Epley, County Manager

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> DRAFT_School_SRO_contract.pdf	SRO Contract

AMENDED CONTRACT FOR SERVICES

**THE CLEVELAND COUNTY BOARD OF EDUCATION
AND
THE CLEVELAND COUNTY BOARD OF COMMISSIONERS/CLEVELAND COUNTY
SHERIFF'S DEPARTMENT**

This Contract is made, entered into, and intended to take effect this the 4th day of December, 2018, by and between the Cleveland County Board of Education (the "CCBOE") and the Cleveland County Board of Commissioners/Cleveland County Sheriff's Department (the "Contractor"). This amended contract supersedes the contract signed by the CCBOE and the Superintendent on August 14, 2018 and Sheriff Alan Norman on June 26, 2018.

Definitions

"School Resource Officer" or "SRO" means a sworn law enforcement officer responsible for safety and crime prevention in schools.

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

1. **Obligations of Contractor.** Contractor agrees to provide services or goods as follows:
 - A. Contractor will supply the services of eight (8) sworn law enforcement officers to serve as School Resource Officers for the 2018-2019 school year. These officers shall be assigned full-time to provide their services to Cleveland County Schools.
 - B. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the Cleveland County Sheriff's Department, the Kings Mountain Police Department and the Shelby Police Department. In the event of any conflict between this Agreement and the MOU, the terms and conditions of MOU shall control.
 - C. The term of this Contract starts on January 1, 2019 and runs through June 30, 2019. The contract will automatically renew for additional one (1) year periods, based on County's fiscal year (July 1-June 30), not to exceed a total of six (6) renewals.
 - D. CCBOE and Contractor further agree that the SROs provided by Contractor are not employees of the CCBOE nor are they agents for any purpose in the performance of their duties.
2. **Obligations of CCBOE.** CCBOE will compensate Contractor at the following rates and

in the following manner for the services rendered by the SROs:

- A. The total cost to the CCBOE for the services provided pursuant to this Contract shall not exceed a total of the base salary, all federal, state, and FICA taxes and benefits for eight (8) law enforcement officers and provide deferred maintenance for capital management at an annual rate that is mutually agreed upon between the Cleveland County Manager and Superintendent.
 - B. Payments shall be made by the CCBOE upon receipt of an invoice from Contractor.
 - C. Should Contractor be unable to or otherwise fail to provide the services specified, Contractor will refund a pro rata share of the payment per officer based on 10-month school year.
- 3. Project Coordinator. Rodney Borders is designated as the Project Coordinator for the CCBOE. The Project Coordinator shall be the CCBOE's representative in connection with Contractor's performance under this Contract. The CCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
 - 4. Contractor Supervisor. Sheriff Alan Norman is designated as the Contractor Supervisor for Contractor. The Cleveland County Sheriff's Office has complete discretion in replacing the Contractor Supervisor with another person of its choosing. The Contractor Supervisor is fully authorized to act on behalf of Contractor in connection with this Contract.
 - 5. Termination for Convenience. This Contract may be terminated by either 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:

CCBOE

Dr. Stephen Fisher
Superintendent
Cleveland County Schools
400 West Marion Street
Shelby NC 28150

Contractor

Sheriff Alan Norman
PO Box 1210
Shelby, NC 28150

If CCBOE wishes to terminate in accordance with this section of the Contract, Contractor shall be paid in an amount which bears the same ratio to the total compensation of services actually performed.

- 6. Termination for Default. Any party may terminate this Contract immediately and without prior notice upon breach of this Contract by Contractor. However, each party must provide Contractor with subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.

7. Contract Funding. It is understood and agreed between the parties that the payment obligation of the CCBOE under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Accounting Procedures. Contractor shall comply with accounting and fiscal management procedures prescribed by the CCBOE that apply to this Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
9. Improper Payments. Contractor shall refund to the CCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by CCBOE was illegal. Such refunds shall be made within thirty (30) days after the CCBOE notifies Contractor in writing that a payment has been determined to be illegal.
10. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the CCBOE.
11. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
12. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the CCBOE and Contractor. However, minor modifications may be made by the CCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the CCBOE 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 Contractor, 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.
13. Insurance. Contractor shall maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
14. Relationship of the Parties. Contractor and the CCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party. Both parties maintain control over their personnel and any employment rights of personnel assigned under this Contract shall not be abridged. Both parties agree to assume the liability for their own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under

North Carolina law.

15. Advertising. The Contract will not be used in connection with any advertising by Contractor without prior written approval of the CCBOE.
16. Conflict of Interest. Contractor represents and warrants that no member of CCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
17. Monitoring and Evaluation. Contractor shall cooperate with the CCBOE, or with any other person or agency as directed by the CCBOE, in monitoring, inspecting, auditing, or investigating activities related to this Contract. Contractor shall permit the CCBOE to evaluate all activities conducted under this Contract.
18. Financial Responsibility. Contractor is financially solvent and able to perform under this Contract. If requested by the CCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the CCBOE's Finance Officer.
19. No Third Party Benefits. This Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor 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.
20. Enforceability. This Contract shall not be enforceable unless signed by the Chairman of the CCBOE, the Superintendent of Cleveland County Schools, the Chair of Cleveland County Board of Commissioners, and the Cleveland County Sheriff.
21. Entire Agreement. This Contract, together with the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the Cleveland County Sheriff's Department, the Kings Mountain Police Department and the Shelby Police Department, constitute and express 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, including the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the Cleveland County Sheriff's Department, the Kings Mountain Police Department and the Shelby Police Department, supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings related to the subject matter of this Contract.

22. Annual Safety Measures. Contractor shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers to determine if any officers have been placed in the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, or have otherwise been listed in the National Sex Offender Registry. Contractor shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
23. Controlling Document in Event of Conflict. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the Cleveland County Sheriff's Department, the Kings Mountain Police Department and the Shelby Police Department. In the event of any conflict between this Contract and the MOU, the terms and conditions of MOU shall control.
24. 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.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]

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

CLEVELAND COUNTY BOARD OF EDUCATION

By: _____
Chairman, CCBOE

By: _____
Superintendent

Date: _____

CLEVELAND COUNTY BOARD OF COMMISSIONERS / SHERIFF'S DEPARTMENT

By: _____
Chairman, CCBOC

By: _____
Sheriff

Date: _____

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

CCBOE Finance Officer

Date

ADDENDUM A

Minimum Insurance Requirements

1. 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

2. Public liability and Property Damage Insurance - The Contractor 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

3. Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.

4. Certificates of Insurance acceptable to the School System shall be filed with the School System 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 School System, and that the Cleveland County Board of Education is named as additional insured on general liability.

5. Comparable self-insurance is acceptable in lieu of the preceding requirements.

6. Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Coroner Transition

Department:

Agenda Title: Coroner Transition

Agenda Summary: Kerri Melton, Assistant County Manager

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Commissioner Representative Appointments

Department:

Agenda Title: Commissioner Representative Appointments

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Adjourn

Department:

Agenda Title:

Agenda Summary: The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, December 18, 2018 at 6:00pm in the Commissioners Chamber.

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available