COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA FOR THE REGULAR COMMISSION MEETING

February 19, 2019

6:00 PM

County Commissioners Chamber

- Call to Order and Determination of a Quorum Commission Chair
- <u>Pledge of Allegiance and Invocation</u> (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. American Legion 100th Anniversary

Jim Quinlan, Post 82 Commander Unit 82 President

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.	<u>Minutes</u>	Minutes from the February 5, 2019 Regular Commissioners Meeting
В.	<u>Tax</u> Administration	January 2019 Collection Report
C.	<u>Tax</u> Administration	January 2019 Abatements and Supplements
D.	<u>Tax</u> Administration	Order to Advertise
E.	<u>Legal</u>	DPS Probation and Parole Lease Agreement
F.	<u>Planning</u> <u>Department</u>	Set Public Hearing for Rezoning Case 19-04
G.	<u>Planning</u> <u>Department</u>	Set the public hearing for Case 19-05: Request to rezone property from Restricted Residential to General Business at 1201 South Post Road
H.	<u>Engineering</u>	Wildlife Memorandum of Understanding
I.	<u>Cleveland</u> <u>County Schools</u>	Resolution in Support of Local Control of School Calendars

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 three (3) minutes.

5. Public Hearing for Rezoning Case 19-02: Request to Rezone Property at 823 Old Stubbs Road from Residential to Light Industrial-Conditional District

Chris Martin, Senior Planner

REGULAR AGENDA

6. Partners Behavioral Health Management

Andrew Schrag, MBA, MA, LPCS Regional Director of Community Operations Partners Behavioral Health Management

BOARD APPOINTMENTS

7. Social Services Advisory Board

Phyllis Nowlen, Clerk to the Board

CLOSED SESSION

8. Closed session per N.C.G.S. 143-318.11(a)(3), (a)(5), and (a)(6) to consult with an attorney in order to preserve the attorney-client privilege, to consider a personnel matter, and to establish the terms of an employment contract.

Susan Allen, Chairman

COMMISSIONER REPORTS

ADJOURN

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, March 5, 2019 at 6:00pm in the Commissioners Chamber.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

American	Legion	100th	Annive	rsarv
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Department:

Agenda Title: American Legion 100th Anniversary

Agenda Summary: Jim Quinlan, Post 82 Commander

Unit 82 President

Proposed Action:

ATTACHMENTS:

File Name Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA AGENDAITEM SUMMARY

Citizen Recognition	
Department:	
Agenda Title:	
Agenda Summary:	
Proposed Action:	
-	
ATTACHMENTS:	
File Name	Description
No Attachments Available	•

COUNTY OF CLEVELAND, NORTH CAROLINA AGENDAITEM SUMMARY

Minutes		
Department:	Minutes	
Agenda Title:	Minutes from the February 5, 2019 Regular Commissioners Me	eting
Agenda Summary:		
Proposed Action:		
ATTACHMENTS:		
File Name	Description	

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

Tax	Tax Collector's Monthly Report							
De	partment:	Tax Administration						
Ag	Agenda Title: January 2019 Collection Report							
Ag	enda Summary:							
Pro	oposed Action:							
	•							
AT	ΓACHMENTS:							
	File Name		Description					
	Monthend_Real_Jan2019	9.pdf	January Real Estate Collections					
	Monthend_Vehciles_Jan	2019.pdf	January Vehicle Collections					
	Percentage 2018 2019.	odf	January Percentage					

TOTAL TAXES COLLECTED JANUARY 2019

IOIAL IAXES	COLLECTED JAN	10AN 1 2019	
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2018	\$16,446,464.02	\$0.00	\$16,446,464.02
2017	\$40,573.99	\$0.00	\$40,573.99
2016	\$15,610.90	\$0.00	\$15,610.90
2015	\$5,026.12	\$0.00	\$5,026.12
2014	\$2,998.11	\$0.00	\$2,998.11
2013	\$2,098.53	\$0.00	\$2,098.53
2012	\$1,711.01	\$142.32	\$1,853.33
2011	\$1,027.40	\$430.65	\$1,458.05
2010	\$521.14	\$109.99	\$631.13
2009	\$547.84	\$80.00	\$627.84
2008	\$0.00	\$22.85	\$22.85
TOTALS	\$16,516,579.06	\$785.81	\$16,517,364.87
DISCOUNT	\$7.74	• ·	* · · · , · · · · , · · · · · ·
INTEREST	\$45,801.21	\$408.48	\$0.00
TOLERANCE	(\$31.89)		
ADVERTISING	,	\$106.87 [°]	
GARNISHMEN			
NSF/ATTY	\$684.67		
LEGAL FEES	\$1,280.46		
TOTALS	\$16,565,644.90	\$1,299.28	_
MISC FEE	\$1,543.69	\$0.00	
TAXES COLL	\$16,567,188.59	\$1,299.28	\$16,568,487.87
\$7,380.77	\$8,223.85	\$0.00	
(\$8.05)	\$16,575,412.44	\$1,299.28	\$16,576,711.72
\$0.00			
\$851.13			
TOT	AL TAXES UNCO	LLECTED JANUA	RY 2019
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$5,575,932.29	\$0.00	\$5,575,932.29
2017	\$801,043.20	\$0.00	\$801,043.20
2016	\$400,195.64	\$0.00	\$400,195.64

	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$5,575,932.29	\$0.00	\$5,575,932.29
2017	\$801,043.20	\$0.00	\$801,043.20
2016	\$400,195.64	\$0.00	\$400,195.64
2015	\$287,141.78	\$0.00	\$287,141.78
2014	\$259,621.98	\$0.00	\$259,621.98
2013	\$145,864.03	\$65,998.89	\$211,862.92
2012	\$107,595.65	\$75,021.63	\$182,617.28
2011	\$79,763.67	\$56,776.58	\$136,540.25
2010	\$72,106.42	\$53,516.33	\$125,622.75
2009	\$71,185.28	\$50,640.05	\$121,825.33
2008	(\$0.00)	\$0.00	(\$0.00)

\$7,800,449.94 \$301,953.48 \$8,102,403.42

DEF REV \$25,571.05

DEF DISC TOL INT

TOTAL UNCOLLECTEE \$7,826,020.99 \$301,953.48 \$8,127,974.47

REAL-PERSONAL COUNTY GENERAL

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	\$9,918,386.95 \$22,391.85 \$8,725.28 \$2,719.11 \$1,648.60 \$1,169.59 \$952.46 \$593.38 \$377.27 \$349.50	MONTH OF	JANUARY 2019
SUB TOTAL DISCOUNT INTEREST ADVERTISIN GARNISHME NSF/ATTY LEGAL FEES TOLERANCE TOTAL misc fee	\$1,044.51 \$684.67 \$ \$1,280.46		ACCOUNT NOS.

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			LINCOLLECTED
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$43,603,201.50	\$46,712,154.29	93.34%	\$3,108,952.79
2017	\$43,756,010.57	\$44,184,415.28	99.03%	\$428,404.71
	\$43,543,334.60	\$43,750,222.62	99.53%	\$206,888.02
2016	\$42,864,537.85	\$43,030,101.61	99.62%	\$165,563.76
2015		\$42,171,866.22	99.67%	\$141,137.98
2014	\$42,030,728.24	\$41,203,911.73	99.82%	\$74,706.05
2013	\$41,129,205.68			\$56,995.94
2012	\$38,763,671.06	\$38,820,667.00	99.85%	
2011	\$36,260,695.30	\$36,300,701.22	99.89%	
2010	\$34,610,491.12	\$34,649,485.04	99.89%	\$38,993.92
	\$34,255,809.29	\$34,292,461.78	99.89%	\$36,652.49
2009			100.00%	\$0.00
2008	\$33,845,568.98	\$33,845,568.98	100.0078	40.44

(CLEVELAND COUNTY GENERAL LEVY INCLUDED IN COUNTY GENERAL, COUNTY FIRE, TWO SCHOOL DISTRICTS AND THREE FIRE DISTRICTS.)

2019 DE	F REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$4.882.14	\$4,882.14	\$19,910.64	24.52%	\$15,028.50
	(OF 00	\			

(\$5.63) \$5,474.64 DISC TOL

INT \$0.00 \$598.13

Respectfully, Tocoli & Did Necole E. Richard Tax Collector

REAL-PERSONAL COUNTY FIRE

YEAR	TAXES C	OLLECTED	MONTH OF	
DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	-	\$429,076.36 \$1,760.59 \$320.73 \$86.37 \$56.82 \$38.68 \$15.07 \$13.23 \$18.56 \$13.25		2019
1	SUB TOTAL DISCOUNT INTEREST TOLERANCE TOTAL	\$431,399.66 \$0.80 \$1,886.52 (\$0.86) \$433,286.12		ACCOUNT NOS.

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$2,647,453.97	\$2,894,713.10	91.46%	\$247,259.13
	\$2,796,937.38	\$2,830,178.80	98.83%	\$33,241.42
2017		\$1,471,218.36	99.45%	
2016	\$1,463,127.30			i
2015	\$1,450,375.33	\$1,458,249.29	99.46%	• •
2014	\$1,443,921.81	\$1,450,442.64	99.55%	
2013	\$1,484,748.32	\$1,487,359.99	99.82%	\$2,611.67
	\$864,833.81	\$865,993.49	99,87%	\$1,159.68
2012			99.87%	
2011	\$774,845.89	\$775,820.57		:
2010	\$766,268.36	\$767,219.15	99.88%	
2009	\$761,769.56	\$762,499.83	99.90%	\$730.27
2009	\$756,151.18	\$756,151.18	100.00%	\$0.00

(COUNTY FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

2018 DE	F REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$397.47	\$397.47	\$1,218.67	32.62%	\$821.20
DIOO	/¢0.70\	¢422 65			

DISC

(\$0.70) \$432.65

TOL

\$0.00 \$35.88

INT

Respectfully,

REAL-PERSONAL CLEVELAND COUNTY SOLID WASTE

YEAR DEF RE		OLLECTED	MONTH OF	JANUARY 2019
2018	•	\$197,287.24		
2017		\$3,226.80		
2016		\$1,227.28		
2015		\$384.03		
2014		\$125.16		
2013		\$60.05		
2012		\$15.00		
2011 2010 2009 2008		\$15.00		
	SUB TOTAL DISCOUNT INTEREST	\$202,340.56		ACCOUNT NOS.
	TOLERANCE TOTAL	\$202,340.56		

FEES COLLECTED THRU

	S COLLECTED THRU			· · · · · · · · · · · · · · · · · · ·
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$1,590,248.86	\$1,911,664.59	83.19%	· ·
	\$1,847,666.03	\$1,925,254.78	95.97%	\$77,588.75
2017		\$1,728,796.93	96.98%	\$52,283.32
2016	\$1,676,513.61		98.56%	\$25,190.11
2015	\$1,719,551.19	\$1,744,741.30		
2014	\$1,727,843.14	\$1,761,967.27	98.06%	
2013	\$1,747,991.91	\$1,767,907.87	98.87%	
2012	\$1,406,816.17	\$1,418,122.50	99.20%	
	\$1,413,378.69	\$1,427,570.12	99.01%	\$14,191.43
2011		\$1,416,632.62	99.48%	\$7,375.06
2010	\$1,409,257.56		99.48%	i_'
2009	\$1,423,564.28	\$1,430,937.50		
2008	\$1,410,416.23	\$1,410,416.23	100.00%	φυ.υυ

2010 DEI	F REV COLL	T	AX		LEVY	%COLLECTED	UNCOLLECTED
TAX	\$324.88		\$324.88		\$366.54	88.63%	\$41.66
DISC		\$324.88					
TOL	\$0.00			INT			

\$0.00 TOL

Respectfully, Dicha Pocole E. Richard Tax Collector

REAL-PERSONAL
CLEVELAND COUNTY SCHOOLS

VENDOR 3170

YEAR DEF REV 2018 2017 2016 2015	TAXES C	OLLECTED \$2,610,105.14 \$5,891.48 \$2,296.00 \$715.61	MONTH OF	JANUARY 2019
2014 2013 2012 2011 2010 2009 2008		\$433.82 \$307.76 \$250.64 \$156.17 \$99.28 \$91.97		
	SUB TOTAL DISCOUNT INTEREST TOLERANCE TOTAL	\$2,620,347.87 \$1.39 \$7,140.28 (\$4.37) \$2,627,485.17		ACCOUNT NOS. 020.600.5.524.00

YEAR	TAXES COLLECTED THRU 01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$11,474,547.73	\$12,292,699.82	93.34%	\$818,152.09
2016	\$11,514,765.84	\$11,627,505.76	99.03%	\$112,739.92
2017	\$11,458,800.51	\$11,513,245.49	99.53%	\$54,444.98
2015	\$11,280,169.75	\$11,323,740.04	99.62%	\$43,570.29
2015	\$11,060,747.54	\$11,097,889.83	99.67%	\$37,142.29
2014	\$10,823,505.17	\$10,843,165.36	99.82%	\$19,660.19
2013	\$10,200,976.94	\$10,215,976.17	99.85%	\$14,999.23
	\$9,542,101.38	\$9,552,629.63	99.89%	\$10,528.25
2011	\$9,107,807.78	\$9,118,069.12	99.89%	\$10,261.34
2010	\$9,014,243.14	\$9,023,888.60	99.89%	\$9,645.46
2009 2008	\$8,906,045.94	\$8,906,045.94	100.00%	\$0.00

2018 DEF R	EV COLL	TAX		LEVY	%COLLECTED	UNCOLLECTED
TAX	\$1,284.77	\$1,284.77		\$5,239.66	24.52%	\$3,954.89
DISC		\$1,440.75				
TOL	\$0.00	\$157.42	INT			

REAL-PERSONAL FALLSTON FIRE

5110 VENDOR

YEAR DEF RE		OLLECTED	MONTH OF Added to County Service District	JANUARY 2019
2018		\$94.61		
2017		¢40.07		
2016		\$42.87		
2015		\$1.43	•	
2014		\$6.37	•	
2013		\$7.64		
2012				
2011				
2010				
2009				
2008				
	SUB TOTAL	\$152.92	_	ACCOUNT NOS.
	DISCOUNT	\$41.47		
	TOLERANCE TOTAL	\$194.39	···	074.000.2.240.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$549.00	\$614.00	89.41%	\$65.00
2017	\$1,403.84	\$1,416.38	99.11%	\$12.54
2017	\$130,282.45	\$131,452.04	99.11%	\$1,169.59
2015	\$138,529.64	\$139,643.52	99.20%	\$1,113.88
2013	\$132,979.01	\$133,802.52	99.38%	\$823.51
2014	\$131.041.78	\$131,236.57	99.85%	\$194.79
2013	\$130,187.42	\$130,317.89	99.90%	\$130.47
	\$129,850.26	\$129,955.48	99.92%	\$105.22
2011	\$120,554.43	\$120,605.50	99.96%	\$51.07
2010		\$119,884.08	99.97%	
2009	\$119,845.61	\$114,231.95	100.00%	
2008	\$114,231.95	\$114,Z31.90	100.00 /0	Ψ0.00

(FALLSTON FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

2018 DEE	REV COLL	Т	AX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$1.75		\$1.75	\$1.75	0.00%	\$0.00
DISC		\$2.18				
TOL	\$0.00	\$0.43	11	NT		

VENDOR

7990

REAL-PERSONAL LATTIMORE FIRE #7 VFD

YEAR DEF RE' 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	V	S43,643.33 \$177.59 \$13.67 \$24.79 \$2.90	MONTH OF	JANUARY 2019
	SUB TOTAL	\$43,862.28		ACCOUNT NOS.
	DISCOUNT INTEREST TOLERANCE TOTAL	\$152.01 (\$0.22) \$44,014.07		075.000.2.240.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU		· · · · · · · · · · · · · · · · · · ·	UNCOLLECTED
YEAR	01/31/19	LEVY		UNCOLLECTED
2018	\$222,500.80	\$255,086.74	87.23%	\$32,585.94
2016	\$243,130.59	\$245,874.41	98.88%	\$2,743.82
	\$273,320.31	\$273,935.95	99.78%	\$615.64
2016	\$264,680.61	\$265,052.11	99.86%	\$371.50
2015	\$268,338.84	\$268,584.86	99.91%	\$246.02
2014		\$206,120.89	99.93%	\$139.59
2013	\$205,981.30	\$107,990.48	99.93%	
2012	\$107,909.80		99.95%	<u> </u>
2011	\$84,952.71	\$84,995.28		111
2010	\$84,258.54	\$84,301.04	99.95%	
2009	\$83,411.08	\$83,439.40	99.97%	\$28.32
2009	\$81,878.99	\$81,878.99	100.00%	(\$0.00)

(LATTIMORE FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

2019 DEE	REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$91.94	\$91.94	\$311.21	29.54%	\$219.27
5100	. en nn	¢102 63			

DISC

\$0.00 \$103.63

TOL

\$0.00 \$11.69

INT

Respectfully, Frichau Necole' E. Richard Tax Collector

REAL-PERSONAL RIPPY FIRE

11870 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	TAXES C	\$44,376.15 \$349.35 \$102.76 \$19.20 \$4.22 \$2.01 \$4.74 \$0.72 \$0.72 \$0.72	MONTH OF	JANUARY 2019
_	SUB TOTAL	\$44,860.59		ACCOUNT NOS.
II T	DISCOUNT NTEREST TOLERANCE TOTAL	\$273.54 (\$0.35) \$45,133.78		076.000.2.240.00

TAXES	COLL	FCT	ΕD	THRU	
IAXEO	UULL	ここしょ	ᄓ	11111	

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$267,540.19	\$303,708.44	88.09%	\$36,168.25
2017	\$293,074.26	\$299,707.37	97.79%	\$6,633.11
2017	\$169,863.87	\$170,922.83	99.38%	\$1,058.96
2015	\$179,103.49	\$179,880.70	99.57%	\$777.21
	\$174,742.25	\$175,275.21	99.70%	\$532.96
2014	\$173,482.19	\$173,943.86	99.73%	\$461.67
2013	\$167,973.09	\$168,280.58	99.82%	
2012	\$167,973.09 \$169,803.73	\$170,042.83	99.86%	1
2011		\$171,981.44	99.87%	
2010	\$171,763.09		99.92%	
2009	\$172,711.28	\$172,841.32		
2008	\$171,995.29	\$171,995.29	100.00%	ψ0.00

(RIPPY FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

2018 DEF	REV COLL	T/	λX		LEVY	%COLLECTED	UNCOLLECTED
TAX	\$111.42		\$111.42		\$120.06	92.80%	\$8.64
DISC	\$0.00	\$124.64					
TOL	\$0.00	\$13.22		INT			

Tax Collector

REAL-PERSONAL CITY OF SHELBY

VENDOR 12560

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008		\$1,255,736.10 \$3,741.46 \$1,394.98 \$861.17 \$646.33 \$471.84 \$392.40 \$254.79 \$12.66 \$68.27	MONTH OF	JANUARY 2019
	SUB TOTAL	\$1,263,580.00		ACCOUNT NOS.
	DISCOUNT INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$5,995.47 (\$2.18) \$1,269,573.29 (\$25,391.47) \$1,244,181.82		077.000.2.240.00 010.413.4.540.00 10.000.1.203.00 WIRE TRANSFER

YEAR 2018 2017	TAXES COLLECTED THRU 01/31/19 \$9,247,173.01 \$9,236,934.80	LEVY \$9,838,898.76 \$9,321,311.75 \$8,015,150.07	% COLLECTED 1 93.99% 99.09% 99.36%	\$591,725.75 \$84,376.95 \$51,044.23
2016 2015 2014 2013 2012 2011 2010 2009 2008	\$7,964,105.84 \$7,404,407.39 \$7,204,279.66 \$7,035,687.51 \$6,907,214.98 \$6,831,485.34 \$6,808,236.77 \$6,783,512.85 \$6,866,762.41	\$7,432,154.10 \$7,227,092.12 \$7,055,478.82 \$6,924,160.38 \$6,840,524.68 \$6,817,752.05 \$6,794,655.45 \$6,866,762.41	99.63% 99.68% 99.72% 99.76% 99.87% 99.86%	\$27,746.71 \$22,812.46 \$19,791.31 \$16,945.40 \$9,039.34 \$9,515.28 \$11,142.60

2018 DEF REV COLL	TA	Х		LEVY		UNCOLLECTED
TAX		\$0.00		\$5,126.42	0.00%	\$5,126.42
DISC	\$0.00					
TOL \$0.00	_		INT			
Respectfully,	()					

12560 VENDOR

REAL-PERSONAL CITY OF SHELBY DISTRICT 25

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	-	\$37,330.24 \$28.77	MONTH OF	JANUARY 2019
	SUB TOTAL	\$37,359.01		ACCOUNT NOS.
	INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$54.72 (\$0.99) \$37,412.74 (\$748.25) \$36,664.49		010.413.4.540.00 10.000.1.203.00 WIRE TRANSFER

TAXES COLLECTED THRU

	TAXES COLLECTED THRU	LEVY	% COLLECTED	UNCOLLECTED
YEAR	01/31/19		89.68%	\$35,146.09
2018	\$305,266.27	\$340,412.36	=	
2017	\$318,555.57	\$321,938.62	98.95%	\$3,383.05
	\$319,404.44	\$320,709.54	99.59%	\$1,305.10
2016	\$315,997.21	\$316,703.16	99.78%	\$705.95
2015		\$314,898.50	99.87%	\$407.97
2014	\$314,490.53		* * * * * * * * * * * * * * * * * * * *	\$244.93
2013	\$315,453.29	\$315,698.22	99.92%	•
2012	\$303,190.46	\$303,321.12	99.96%	\$130.66
	\$334,113.14	\$334,391.44	99.92%	\$278.30
2011		\$312,577.54	99.84%	\$510.97
2010	\$312,066.57			\$1,260.84
2009	\$314,488.00	\$315,748.84	99.60%	• •
2008	\$313,642.40	\$313,642.40	100.00%	\$0.00
2000				

2018 DE	F REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$2.69	\$2.69	\$2.69	0.00%	\$0.00
DISC	(\$0.02) \$2.6	7			

DISC TOL

\$0.00 \$0.00 Respectfully,

INT

REAL-PERSONAL TOWN OF BOILING SPRINGS

1411 VENDOR

YEAR 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008		\$97,977.46 \$559.39 \$373.32 \$49.42	MONTH OF	JANUARY 2019
	SUB TOTAL	\$98,959.59		ACCOUNT NOS.
	DISCOUNT INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$555.94 \$0.17 \$99,515.70 (\$1,990.31) \$97,525.39		078.000.2.240.00 010.413.4.540.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU		AL COLLECTED	INCOLLECTED
YEAR	01/31/19	LEVY		UNCOLLECTED
2018	\$902,336.67	\$951,399.99	94.84%	\$49,063.32
	\$913,191.14	\$919,482.67	99.32%	\$6,291.53
2017	\$820,263.99	\$822,416.68	99.74%	\$2,152.69
2016	, ,	\$808,449.91	99.91%	
2015	\$807,739.88		99.92%	i
2014	\$790,281.59	\$790,935.69		:
2013	\$708,806.10	\$709,598.17	99.89%	
2012	\$699,989.63	\$700,603.25	99.91%	\$613.62
	\$697,140.01	\$697,192.23	99.99%	\$52.22
2011		\$696,689.62	99.99%	\$46.71
2010	\$696,642.91		100.00%	
2009	\$685,290.90	\$685,321.59		•
2008	\$671,319.66	\$671,319.66	100.00%	\$0.00

2018 DEF REV COLL	TAX		LEVY	%COLLECTED	UNCOLLECTED
TAX		\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00				

TOL

\$0.00 \$0.00

INT

REAL-PERSONAL TOWN OF GROVER

6230 VENDOR

YEAR		OLLECTED	MONTH OF	JANUARY 2019
DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	V	\$23,014.52 \$14.26	•	
	SUB TOTAL	\$23,028.78		ACCOUNT NOS.
	INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$54.62 \$0.12 \$23,083.52 (\$461.67) \$22,621.85		079.000.2.240.00 010.413.4.540.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$107,109.12	\$120,177.50	89.13%	\$13,068.38
2017	\$116,155.01	\$117,935.42	98.49%	\$1,780.41
2017	\$117,648.92	\$118,153.55	99.57%	\$504.63
2015	\$120.687.74	\$121,125.85	99.64%	\$438.11
2013	\$120,541.07	\$120,971.20	99.64%	\$430.13
2014	\$117,730.31	\$118,142.49	99.65%	\$412.18
2013	\$119,962.57	\$120,121.56	99.87%	\$158.99
2012	\$119,394.37	\$119,546.48	99.87%	\$152.11
	\$118,585.50	\$118,717.44	99.89%	\$131.94
2010	\$117,042.01	\$117,055.69	99.99%	\$13.68
2009 2008	\$117,0 4 2.01 \$115,844.94	\$115,844.94	100.00%	

2018 DEF	REV COLL		TAX		LEVY	%COLLECTED	UNCOLLECTED
TAX	\$0.00		\$0.00		\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00					
TOL	\$0.00	\$0.00		INT			

TOL

REAL-PERSONAL CITY OF KINGS MOUNTAIN

7770 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008		\$1,648,997.99 \$1,676.57 \$594.42 \$68.75	M	ONTH OF	JANUARY 2019
	SUB TOTAL DISCOUNT	\$1,651,337.73			ACCOUNT NOS.
	INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$1,602.68 (\$2.52) \$1,652,937.89 (\$33,058.76) \$1,619,879.13			080.000.2.240.00 010.413.4.540.00 10.000.1.203.00 WIRE TRANSFER

TAXES	COLL	ECTED	THRU

	TAXES COLLE	CIEDIAKO				
YEAR		01/31/19	LEVY	% COLLECTED	UNCOLLECTED	
2018	1.1.01	\$6,391,520.74	\$6,593,935.83	96.93%	\$202,415.09	
2017		\$5,221,070.12	\$5,247,905.65	99.49%	\$26,835.53	
		\$4,654,362.59	\$4,667,424.98	99.72%	\$13,062.39	
2016		\$3,865,123.42	\$3,872,454.49	99.81%	\$7,331.07	
2015		\$3,665,742.58	\$3,676,875.56	99.70%	\$11,132.98	
2014		\$3,143,787.84	\$3,148,433.74	99.85%		
2013			\$2,395,168.71	99.87%		
2012		\$2,392,056.45		99.87%		
2011		\$2,321,894.72	\$2,324,873.03	99.89%		
2010		\$2,254,804.30	\$2,257,331.26			
2009		\$2,177,502.42	\$2,180,765.91	99.85%		
2008		\$2,115,701.21	\$2,115,701.21	100.00%	\$0.00	
0000 0047		\$0.00			\$2,031.55	
2008-2017	TN / B #1 b	\$8,992.18	\$36,253.48	}	\$5,957.48	
	TY MUN	φο,992.10	\$4,155.98	· ·	\$4,155.98	
2018 AN	NEX	r I These				
Shown sepa	artely for inform	ation only. These	amounts are inco	Aporated in the to	tals above.	

2018 DEI	REV COLL	TAX	×	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$3.78	., ., .,	\$3.78	\$3.78	0.00%	\$0.00
DISC	(\$0.02)	\$3.76				
TOL	\$0.00	\$0.00	INT			

Necole' E. Richard

Tax Collector

REAL-PERSONAL

14350 VENDOR

CLEVELAND CO. SANITARY DISTRICT CLEVELAND COUNTY WATER

YEAR DEF RE\		OLLECTED	MONTH OF	JANUARY 2019
2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	ı	\$99,698.67 \$486.84 \$186.02 \$49.74 \$28.08 \$19.28 \$11.95 \$9.11 \$12.65 \$9.13		
	SUB TOTAL DISCOUNT	\$100,511.47 \$0.13		ACCOUNT NOS.
	INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$557.83 (\$0.34) \$101,069.09 (\$2,021.38) \$99,047.71		082.000.2.240.00 010.413.4.540.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			UNIONUECTED
YEAR	01/31/19	LEVY		UNCOLLECTED
2018	\$686,052.45	\$755,972.50	90.75%	•
	\$727,999.85	\$737,047.55	98.77%	\$9,047.70
2017		\$732,663.33	99.45%	\$4,062.22
2016	\$728,601.11		99.64%	: _ ' _
2015	\$728,179.00	\$730,796.36	• • • • • • • • • • • • • • • • • • • •	
2014	\$714,160.50	\$715,974.26	99.75%	, ,
2013	\$714,216.61	\$715,440.73	99.83%	
2012	\$692,574.61	\$693,442.96	99.87%	
2012	\$642,609.08	\$643,326.28	99.89%	\$717.20
	\$632,829.34	\$633,525.22	99.89%	\$695.88
2010		\$632,253.44	99.92%	i
2009	\$631,728.01		100.00%	
2008	\$622,993.51	\$622,993.51	100.00%	Ψ0.00

2018 DEF R	EV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
	5171.00	\$171.00	\$483.96	35.33%	\$312.96
DISC	(\$0.18) \$1 \$0.00 \$3		INT		

TOL

\$0.00 \$21.00

INT

311 E MARION ST ROOM 134 P O BOX 370 SHELBY, NC CLEVELAND COUNTY

> **REAL-PERSONAL** TOWN OF KINGSTOWN

7865 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008		9719.19 70.74 145.41 89.75 \$20.31	MONTH OF	JANUARY 2019
	SUB TOTAL DISCOUNT INTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$10,045.40 \$149.91 (\$0.01) \$10,195.30 (\$203.91) \$9,991.39		083.000.2.240.00 010.413.4.540.00 10.000.1.203.00 WIRE TRANSFER

TAXES	COL	LECT	ΕD	THRU
IMAES	-	LLU!	-	11111

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$49,321.20	\$71,430.30	69.05%	\$22,109.10
2017	\$47,516,34	\$51,928.14	91.50%	\$4,411.80
2017	\$49,571.92	\$52,117.89	95.11%	\$2,545.97
	\$65,317.13	\$67,620.03	96.59%	\$2,302.90
2015	\$67,074.14	\$68,254.96	98.27%	\$1,180.82
2014	\$68,388.34	\$68,953.97	99.18%	\$565.63
2013	\$68,613.68	\$68,981.82	99.47%	
2012	\$68,468.64	\$68,584.67	99.83%	
2011		\$69,111.07	99.35%	
2010	\$68,658.45	•	99.89%	·
2009	\$67,606.38	\$67,679.93	= = ;	
2008	\$68,130.36	\$68,130.36	100.00%	\$0.00

2018 DE	F REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00			

DISC TOL

Respectfully,

\$0.00 \$0.00

INT

REAL-PERSONAL TOWN OF FALLSTON

5120 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	TAXES COLLE	\$3,072.82 \$30.52	MONTH OF	JANUARY 2019
	TOTAL COUNT	\$3,103.34		ACCOUNT NOS.
INT TOI SUI	EREST LERANCE STOTAL COLL FEE	\$7.27 \$3,110.61 (\$62.21) \$3,048.40		084.000.2.240.00 010.413.4.540.00

TAXES COLLECTED THRU

	TAXES COLLECTED THRU			
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$16,957.83	\$18,932.85	89.57%	\$1,975.02
2017	\$18,420.56	\$18,509.14	99.52%	\$88.58
2017	\$18,527.39	\$18,533.75	99.97%	\$6.36
	\$20,213.05	\$20,316.31	99.49%	\$103.26
2015	\$18,703.94	\$18,794.58	99.52%	\$90.64
2014	\$18,679.04	\$18,720.08	99.78%	
2013	·	\$18,742.53	99.79%	
2012	\$18,703.83	\$18,267.75	99.96%	
2011	\$18,260.93	\$18,109.23	99.94%	
2010	\$18,098.16		99.94%	<u> </u>
2009	\$17,902.61	\$17,913.18	=	
2008	\$17,526.79	\$17,526.79	100.00%	\$0.00

2018 DEF REV COLL	Т	AX		LEVY	%COLLECTED	UNCOLLECTED
TAX	= 	\$0.00		\$0.00	0.00%	\$0.00
DISC	\$0.00		INIT			

\$0.00 \$0.00 TOL Respectfully, & Richa

INT

REAL-PERSONAL TOWN OF EARL

4640 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	TAXES COL	\$3,334.33 \$15.29 \$84.04	MONTH OF	JANUARY 2019
D IN T S 2	SUB TOTAL DISCOUNT NTEREST TOLERANCE SUBTOTAL 2% COLL FEE TOTAL	\$3,433.66 \$13.89 \$3,447.55 (\$68.95) \$3,378.60		ACCOUNT NOS. 085.000.2.240.00 010.413.4.540.00

TAXES	COLL	FCT	FD	THRU
IAAES		ーレン・	$ \nu$	11110

	TAXES COLLECTED THRU			······································
YEAR	01/31/19	LEVY	% COLLECTED	UNCOLLECTED
2018	\$14,064.75	\$16,537.94	85.05%	\$2,473.19
2017	\$14,715.29	\$15,216.00	96.71%	\$500.71
	\$14,733.37	\$14,780.51	99.68%	\$47.14
2016	\$14,650.23	\$14,728.00	99,47%	\$77.77
2015	\$14,902.44	\$14,953.71	99.66%	\$51.27
2014		\$14,759.57	99.68%	
2013	\$14,711.82	\$14,402.34	99.56%	
2012	\$14,339.09		*****	<u> </u>
2011	\$13,884.13	\$13,926.77	99.69%	1
2010	\$13,979.73	\$14,022.37	99.70%	\$42.64
2009	\$14,540.82	\$14,583.46	99.71%	\$42.64
2009	\$14,834.80	\$14,834.80	100.00%	\$0.00

2018 D	EF REV COLL	TAX	LEVY	%COLLECTED	UNCOLLECTED
TAX	\$95.52	\$95.52	\$95.52	0.00%	\$0.00

DISC

\$0.00 \$108.88

TOL

\$0.00 \$13.36

INT

Respectfully,

REAL-PERSONAL TOWN OF POLKVILLE

11240 VENDOR

YEAR DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	TAXES COLLE	<u>CTED</u> \$1,727.13	MONTH OF	JANUARY 2019
DISC	TOTAL COUNT EREST	\$1,727.13 \$0.09 \$4.77		ACCOUNT NOS.
SUB	ERANCE TOTAL COLL FEE AL	\$1,731.99 (\$34.64) \$1,697.35		086.000.2.240.00 010.413.4.540.00

	TAXES COLLECTED THRU	15.07	N COLLECTED	UNCOLLECTED
YEAR	01/31/19	LEVY		
2018	\$11,203.73	\$12,302.07	91.07%	\$1,098.34
2017	\$12,008.70	\$12,052.25	99.64%	\$43.55
2016	\$11,802.24	\$11,813.19	99.91%	\$10.95
2015	\$12,055.19	\$12,061.74	99.95%	\$6.55
2014	\$11,590.39	\$11,604.64	99.88%	\$14.25
2013	\$11,756,43	\$11,761.61	99.96%	\$ 5.18
2012	\$11,547.53	\$11,547.86	100.00%	\$0.33
2012	\$11,580.91	\$11,580.94	100.00%	\$0.03
2010	\$12,105.78	\$12,105.78	100.00%	\$0.00
2009	\$11,501.57	\$11,515.01	99.88%	\$13.44
2009	\$11,247.19	\$11,247.19	100.00%	\$0.00

2018 DEF	REV COLL	TA	XΑ		LEVY	%COLLECTED	UNCOLLECTED
TAX	\$12.65		\$12.65	_ '**	\$12.65	0.00%	\$0.00
DISC	(\$0.06)	\$12.59					
TOL	\$0.00	\$0.00		INT			

\$0.00 \$0.00 TOL

CLEVELAND COUNTY	311 E MARION ST ROOM 134	P O BOX 370	SHELBY, NC
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VEHICLES	TOTAL TAXES OF DEF REV 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$142.32 \$430.65 \$109.99 \$80.00 \$22.85 \$0.00	
	TOTAL INTEREST FEES TOLERANCE TOTAL	\$785.81 \$408.48 \$106.87 (\$1.88) \$1,299.28	.00

TOTAL TAXES UNCOLLECTED JANUARY 2019

2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$65,998.89
2012	\$75,021.63
2011	\$56,776.58
2010	\$53,516.33
2009	\$50,640.05
2008	\$0.00

TOTAL \$301,953.48

Percentage	Real Property	1		
Revenue	Unit: 010			
	2018-2019	2017-2018	2016-2017	2015-2016
July	4.45%	3.79%	2.32%	6.34%
August	55.65%	55.63%	55.60%	53.72%
September	57.88%	58.57%	57.37%	54.98%
October	56.00%	56.43%	54.98%	53.36%
November	58.95%	59.42%	58.00%	56.28%
December	72.10%	72.67%	73.13%	81.61%
January	93.34%	93.74%	93.07%	92.44%
February		95.94%	95.48%	95.12%
March		97.03%	96.96%	96.46%
April		97.60%	97.58%	97.22%
May		97.98%	98.20%	97.80%
June		98.28%	98.42%	98.23%

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

January 2019 Abate	ements and Suppler	ments	
Department:	Tax Administration		
Agenda Title:	January 2019 Abat	ements and Supplements	
Agenda Summary:	:		
Proposed Action:			
ATTACHMENTS:			
File Name		Description	
abate_supp_report_phy	yliss_jan_2019.xlsx	Jan 2019 Abate & Suppl	

Pending_Refunds_and_Releases_Feb_2019.pdf 022019 Pending Refunds and Releases

ABATEMENTS & SUPPLEMENTS

MONTH OF JANUARY 2018-2019

DISTRICT	FUND		2019	2018
COUNTY GENERAL	10	ABATEMENTS		(8525.66)
		SUPPLEMENTS	19910.64	(1983.75)
		HB ABATEMENTS		
		HB SUPPLEMENTS		
CONSOLIDATED SCHOOL	20	ABATEMENTS		(2,243.61)
		SUPPLEMENTS	5239.66	(522.03)
		HB ABATEMENTS		
		HB SUPPLEMENTS		
COUNTY FIRE	28	ABATEMENTS		(956.00)
		SUPPLEMENTS	1218.67	
		HB ABATEMENTS		
		HB SUPPLEMENTS		
COUNTY SCHOOLS	71	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
SHELBY SCHOOLS	72	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
KINGS MTN SCHOOLS	73	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
FALLSTON FIRE	74	ABATEMENTS		
		SUPPLEMENTS	1.75	
		HB ABATEMENTS		
		HB SUPPLEMENTS		
LATTIMORE FIRE	75	ABATEMENTS		
		SUPPLEMENTS	311.21	1.66
		HB ABATEMENTS		
		HB SUPPLEMENTS		
RIPPY FIRE	76	ABATEMENTS		(157.46)
		SUPPLEMENTS	120.06	(182.26)

		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	10-76		0.00	(11882.73)
TOTAL SUPPLEMENTS	10-76		26801.99	(2686.38)
TOTAL HB ABATEMENTS	10-76		0.00	0.00
TOTAL HB SUPPLEMENTS	10-76		0.00	0.00
CITY OF SHELBY	77	ABATEMENTS		(663.54)
OTT OF STILLED	• • •	SUPPLEMENTS	5129.11	(000.04)
		HB ABATEMENTS	3123.11	
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	77	TID GOTT ELIMENTO	0.00	(663.54)
TOTAL SUPPLEMENTS	77		5129.11	0.00
TOTAL GOTT ELMERTO			0125.11	0.00
TOWN OF BOILING SPRGS	78	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	78		0.00	0.00
TOTAL SUPPLEMENTS	78		0.00	0.00
101712 001 1 EEMENTO			0.00	0.00
TOWN OF GROVER	79	ABATEMENTS		
round distant	, 0	SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	79	112 001 1 222.1110	0.00	0.00
TOTAL SUPPLEMENTS	79		0.00	0.00
101712 001 1 EEMENTO			0.00	0.00
CITY OF KINGS MOUNTAIN	80	ABATEMENTS		(413.62)
		SUPPLEMENTS	3.78	(375.77)
		HB ABATEMENTS	55	(0.0)
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	80		0.00	(413.62)
TOTAL SUPPLEMENTS	80		3.78	(375.77)
			<u> </u>	(0.0)
TOWN OF LATTIMORE	81	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	81		0.00	0.00
TOTAL SUPPLEMENTS	81		0.00	0.00
			3.33	2.20
UPPER CLEVE WATER DIST	82	ABATEMENTS		(240.47)
=		SUPPLEMENTS	483.96	(52.13)
		HB ABATEMENTS	, = 3. = 3	(3=3.6)
		HB SUPPLEMENTS		

TOTAL ABATEMENTS	82		0.00	(240.47)		
TOTAL SUPPLEMENTS	82		483.96	(52.13)		
TOWN OF KINGSTOWN	83	ABATEMENTS				
		SUPPLEMENTS				
		HB ABATEMENTS				
		HB SUPPLEMENTS				
TOTAL ABATEMENTS	83		0.00	0.00		
TOTAL SUPPLEMENTS	83		0.00	0.00		
			<u> </u>			
TOWN OF FALLSTON	84	ABATEMENTS				
		SUPPLEMENTS				
		HB ABATEMENTS				
		HB SUPPLEMENTS				
TOTAL ABATEMENTS	84		0.00	0.00		
TOTAL SUPPLEMENTS	84		0.00	0.00		
			<u> </u>			
TOWN OF EARL	85	ABATEMENTS				
		SUPPLEMENTS	95.52			
		HB ABATEMENTS				
		HB SUPPLEMENTS				
TOTAL ABATEMENTS	85		0.00	0.00		
TOTAL SUPPLEMENTS	85		95.52	0.00		
TOWN OF POLKVILLE	86	ADATEMENTO (17.00)				
		ABATEMENTS	ī	(17.88)		
		SUPPLEMENTS	12.65			
		HB ABATEMENTS				
		HB SUPPLEMENTS				
TOTAL ABATEMENTS	86		0.00	(17.88)		
TOTAL SUPPLEMENTS	86		12.65	0.00		
		[
TOWN OF LAWNDALE	87	ABATEMENTS				
		SUPPLEMENTS	0.76			
		HB ABATEMENTS				
		HB SUPPLEMENTS				
TOTAL ABATEMENTS	87		0.00	0.00		
TOTAL SUPPLEMENTS	87		0.76	0.00		
TOWN 05 04045		ABATEMENTO	<u> </u>			
TOWN OF CASAR	88	ABATEMENTS	40.00			
		SUPPLEMENTS	49.60			
		HB ABATEMENTS				
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CHRIS GREEN TAX ASSESSOR

PROPERTY AND HB20

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			PENDING REFUNDS / RELEASES		OR APPRO	VAL)				
	1 1		Febru	ary 19, 2019						
The following requests have	boon ro	viowad by th	 ne County Assessor and found to be in order. They a	ro horoby submitted	for approve	al by the C	Slavaland County	, Board of Comm	pissionars par G	\$ 105 391
			y Assessor's Office. Staff Recomendation: Approve		ioi appiovi	ar by ine c	Jevelana Coom	y board of Corrie	lissioners per G	.3. 103-361.
sopporting decornation		111110 000111	7 / 13033013 Office. Staff Recommendation. Approve	REQUESTED			TAX, FEES		RFQ	UEST
NAME	YEAR	RECEIPT	NOTE	VALUE CHANGE	DISTRICT	RATE	& INTEREST	PAID	RELEASE	REFUND
CHARLES CARRIGAN	2018		MH double billed	(33,288)		0.8275	382.69	0.00	382.69	0.00
CITA INCLES CA INNICATIVA	2010	4001014	IVIII GOODIC DIIICG	(00,200)	00	0.0270	002.07	0.00	002.07	0.00
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			PENDING REFUNDS / RELEASES (R		NON-APPRO	OVAL)				
	1 1		Febru	ary 19, 2019						
The following requests have	heen re	viewed by th	l ne County Assessor and Assistant County Attorney. It	is their opinion that t	he stated re	aguest dos	es not constitute	a valid defense t	to the tax impo	sed or any part
			documentation is on file in the County Assessor's Offi				23 1101 CO11311101C	a valia acionisci	o inc iax impo	sca or arry part
, ,		3 4 4 5	,	REQUESTED			TAX, FEES		REQ	UEST
NAME	YEAR	RECEIPT	NOTE	VALUE CHANGE	DISTRICT	RATE	& INTEREST	PAID	RELEASE	REFUND
			(none currently)							
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COUNTY OF CLEVELAND, NORTH CAROLINA AGENDAITEM SUMMARY

Order to Advertise			
Department:	Tax Administration		
Agenda Title:	Order to Advertise		
Agenda Summary	:		
Proposed Action:			
ATTACHMENTS:			
File Name		Description	
Order_to_advertise_20	019_boc.pdf	Order to Advertise	

To: County Commissioners Today's Date: February 7, 2019

Meeting Date: February 19, 2019

Via: Brian Epley, County Manager

From: Chris Green, Tax Administrator

Subject: Advertisement of Tax Liens on Real Property

<u>Summary Statement</u>: Adoption of Order to Advertise Tax Liens (Consent Agenda)

<u>Review</u>: Per N.C.G.S. 105-369, uncollected taxes for the current year that are a lien on real property, must be advertised in a newspaper having general circulation in the taxing unit. Upon receipt of the Tax Collector's report in February, the governing body must order the Tax Collector to advertise the tax liens.

Pros:

- Provides notice of delinquent tax.
- Encourages payment.
- Satisfies statutory requirement.

Cons:

• Up front cost. (Advertising fee is added to tax lien and recovered upon payment.)

•

Fiscal Impact: Estimated \$7,200

Recommendation: County staff recommends adoption of Order.

Attachment:

- (1) Collector's Report
- (2) Memorandum and Order



P.O. BOX 370 SHELBY, NORTH CAROLINA 28151

TAX COLLECTOR 704/484-4843

Monday, February 4, 2019

North Carolina General Statute 105-369(a) mandates that "In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property."

Below is a summary of these reports:

Number of Parcels	8,553
Assessed Value	\$504,945,907
Base Tax	\$4,248,722.91
Assessments	\$215,678.97
Penalties	\$86,551.85
Interest	\$37,413.44
Flat Fees	\$48.96
Total Taxes	\$4,464,401.88
Total Additional Charges	\$124,014.25
Total Due	\$4,588,416.13

Respectfully submitted,

Necole' E. Richard

Cleveland County Tax Collector

MEMORANDUM

TO: CLEVELAND COUNTY BOARD OF COMMISSIONERS

FROM: CHRIS GREEN, TAX ADMINISTRATOR

DATE: FEBRUARY 7, 2019

SUBJECT: ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY

Per N.C.G.S. 105-369, uncollected taxes for the current year that are a lien on real property, must be advertised in a newspaper having general circulation in the taxing unit. Upon receipt of the Tax Collector's report in February, the governing body must order the Tax Collector to advertise the tax liens.

An order is hereby requested that:

The Tax Collector, on or about March 15th, shall advertise those tax liens on real property that remain unpaid as of March 7th. Advertisement shall be made in the manner provided by N.C.G.S. 105-369.

Please include this item on the **Consent Agenda** for the regular meeting scheduled for February 19, 2019. Thank you for your assistance.

${\bf COUNTY\,OF\,\,CLEVELAND,\,NORTH\,CAROLINA}$

AGENDAITEM SUMMARY

DPS	DPS Probation and Parole Lease Agreement				
De	partment:	Legal			
Ag	enda Title:	DPS Probation and P	arole Lease Agreement		
Ag	enda Summary:				
Pro	posed Action:				
ATT	TACHMENTS:				
	File Name		Description		
	DPS_Lease_Staff_Repo	ort.docx	DPS Staff Report		
	Letter_and_Lease_from	_DPS.pdf	DPS Agreement		

To: Board of Commissioners Date: February 13, 2019

From: Elliot Engstrom, Senior Staff Attorney

Subject: Lease with Department of Public Safety for Courthouse Space

Summary Statement:

State statute requires the County to provide space to probation officers and their support staff from the Department of Public Safety (DPS). DPS has requested that the County Manager enter into a lease formalizing the County's current arrangement. Staff recommend entering into the lease.

Review:

Under N.C.G.S. 15-209(a), the County is required to provide, in or near the courthouse, suitable office space for probation officers assigned to the County and their administrative support. While subsection (a) of the statute does not make clear that this space must be provided for free, subsection (b) states that where the County is unable to provide the space required under subsection (a), DPS can lease the space necessary and then receive reimbursement from the County. This clearly shows the legislative intent that this space be provided to DPS at little or no cost.

Probation and Parole staff from DPS have been occupying space at 408 E. Marion Street in Shelby, near the courthouse. However, they have been doing so with no formal agreement. DPS has requested a formal lease be entered into between DPS and the County, and County staff agrees, and the lease will serve as evidence of the County's compliance with G.S. 15-209. The lease runs through September 30, 2021 for the sum of \$1.00, and include the parking, facilities, and janitorial services that the County has traditionally provided to DPS staff.

As the lease as written is to be signed by the County Manager, and the action requested is for the Board to authorize the County Manager to enter into the lease on behalf of the County.

Attachment:

Letter and proposed lease from the Department of Public Safety.

Action Requested

Authorize the County Manager to enter into the lease agreement with the Department of Public Safety.

Roy Cooper, Governor Erik A. Hooks, Secretary Casandra Skinner Hoekstra, Chief Deputy Secretary Douglas Holbrook, Chief Financial Officer Joanne B. Rowland, Director

August 14, 2018

Brian Epley, County Manager Cleveland County County Administrative Building 311 East Marion Street, 2nd Floor Shelby, NC 28150

RE: File# N/A County Provided Space in Cleveland County, NC (Lease Attached)

Hello Mr. Epley,

Hope all is well! Our **DPS-Probation and Parole** staff has been occupying space without a leased space agreement for some time now. With respect to §Statute 15-209 and in effort to initiate the request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

Angela C. Conyers, Administrative Assistant II

Phone: 919-324-6228 angela.conyers@ncdps.gov

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www.ncdps.gov



THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____day of ______, 2018, by and between COUNTY of CLEVELAND, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Shelby, County of Cleveland, North Carolina, more particularly described as follows:

Being +/- 14,340 net square feet of office space located at 408 E. Marion Street, Shelby, Cleveland County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

- 1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of October, 2018 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of September, 2021.
- 2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

- 3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
 - A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
 - B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
 - C. All utilities except telephone.
 - D. Parking as available.
 - E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- 4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
- 5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
- 6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

- 7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
- 8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
- 9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
- 10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
- 11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
- 12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
- 13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.
- 14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 311 East Marion Street, 2nd Floor, Shelby, North Carolina 28150 and the Lessee at 4227 Mail Service Center, 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

ATTEST:

Secretary (CORPORATE SEAL)

By:		(SE.
	Joanne Rowland, Director DPS-Purchase and Logistics	
	Di 5-Futchase and Logistics	
LESS	∩D .	
LESS	JK.	(SE
	Th - C	(DD
	The County of Cleveland Brian Epley, County Manager	

STATE OF NORTH CAROLINA
COUNTY OF
I,, a Notary Public in and for the
County and State aforesaid, do hereby certify that Brian Epley, personally came before
me this day and acknowledged that he is the County Manager, and that by authority and
given as an act of Cleveland County and acknowledged the due execution of the
foregoing instrument in its name.
WITNESS my hand and Notarial Seal, this the day of, 2018.
Notary Public
My Commission Expires:
STATE OF NORTH CAROLINA
COUNTY OF
I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that Joanne Rowland , personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed. WITNESS my hand and Notarial Seal, this the day of, 2018.
Notary Public

My commission expires August 19, 2019

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

Set	Set Public Hearing for Rezoning Case 19-04				
Oct	r ablic ricaring i	or Rezoning Gase 1	J-04		
De	partment:	Planning Departmen	ıt		
Ag	enda Title:	Set Public Hearing for Rezoning Case 19-04			
Ag	enda Summary:		•		
Pro	posed Action:				
	•				
ATT	ΓACHMENTS:				
	File Name		Description		
	19-04_Staff_Report.pdf		Staff Report		
	19-04_Zoning_Map_Prir	ncess_Lane.pdf	Zoning Map		

Aerial Map

Site Plan

Future Land Use Map

19-04_Aerial_Map_Princess_Lane.pdf

Fisher_Site_Plan.pdf

☐ 19-04_Future_Land_Use_Map_Princess_Lane.pdf

To: Cleveland County Board of Commissioners Date: February 18, 2019

From: Chris Martin, Senior Planner

Subject: Rezoning Case 19-04

<u>Summary Statement</u>: Stephen Fisher is requesting to rezone property at 1323 N Post Rd from Restricted Residential (RR) to Light Industrial-Conditional Use District (LI-CD).

Review: The property is approximately 40 acres and consists of 4 adjoining parcels. It is located on property off Highway 180 behind Fisher's Tree Service and Christine's Homes, and also adjoining the future 74 Bypass. Mr. Fisher has acquired the property and wishes to operate a mulch producing and green waste recycling facility. He has submitted an application and site plan showing how the property will be used. This business will accept green waste, such as grass clippings, leaves, limbs, trees, and stumps, and then recycle the material into mulch and firewood. Mr. Fisher's existing business includes tree services and firewood sales.

The property is zoned Restricted Residential along with the surrounding properties on the west side of Highway 180. The east side of the highway includes General Business zoning, Residential zoning, and some Heavy Industrial along Airport Rd. The surrounding uses are mixed, including a neighborhood to the north and various businesses along Hwy 180 and Airport Rd, including the tree service business, a landscaping and nursery business, storage buildings, lamp manufacturing, Spake's Concrete, and an auto salvage business further down Airport Rd.

The Land Use Plan designates the proposed parcel as future residential, while showing the east side of Hwy 180 as future Industrial. An approval of this zoning change request would require the Industrial designation to be expanded to cover Mr. Fisher's property.

Pros:

- Expansion of an existing business
- Adjoins Industrially designated area on the Land Use Plan
- Conditional type zoning gives the Board the ability to apply conditions to help the use be more compatible with surrounding properties

Cons:

Would be the only parcel on the east side of Hwy 180 in the Industrial zone

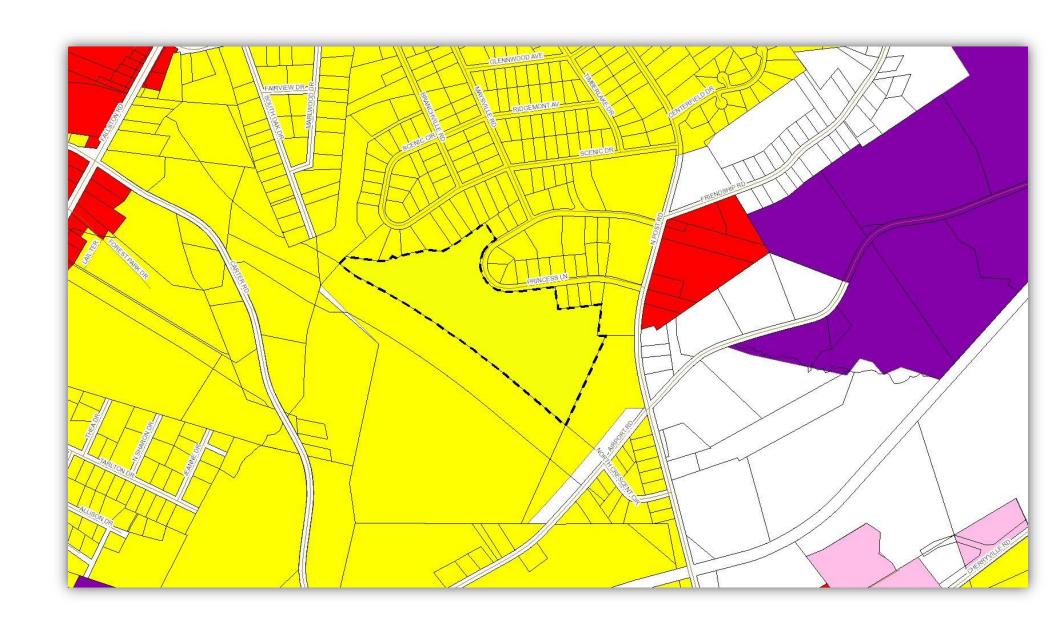
Fiscal Impact:

None

Recommendations:

 Planning Board: The Planning Board will review this case and make a recommendation at their March 26, 2018 meeting.

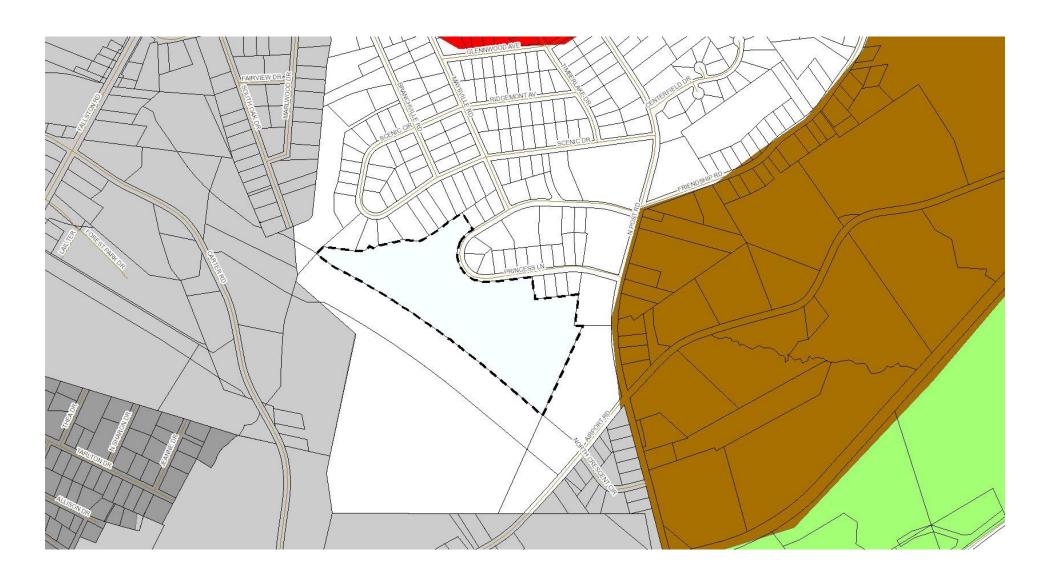
Case # 19-04 Re-Zoning for Princess Lane RR to LI-CD Zoning Map, Parcel # 24808 37.61 acres

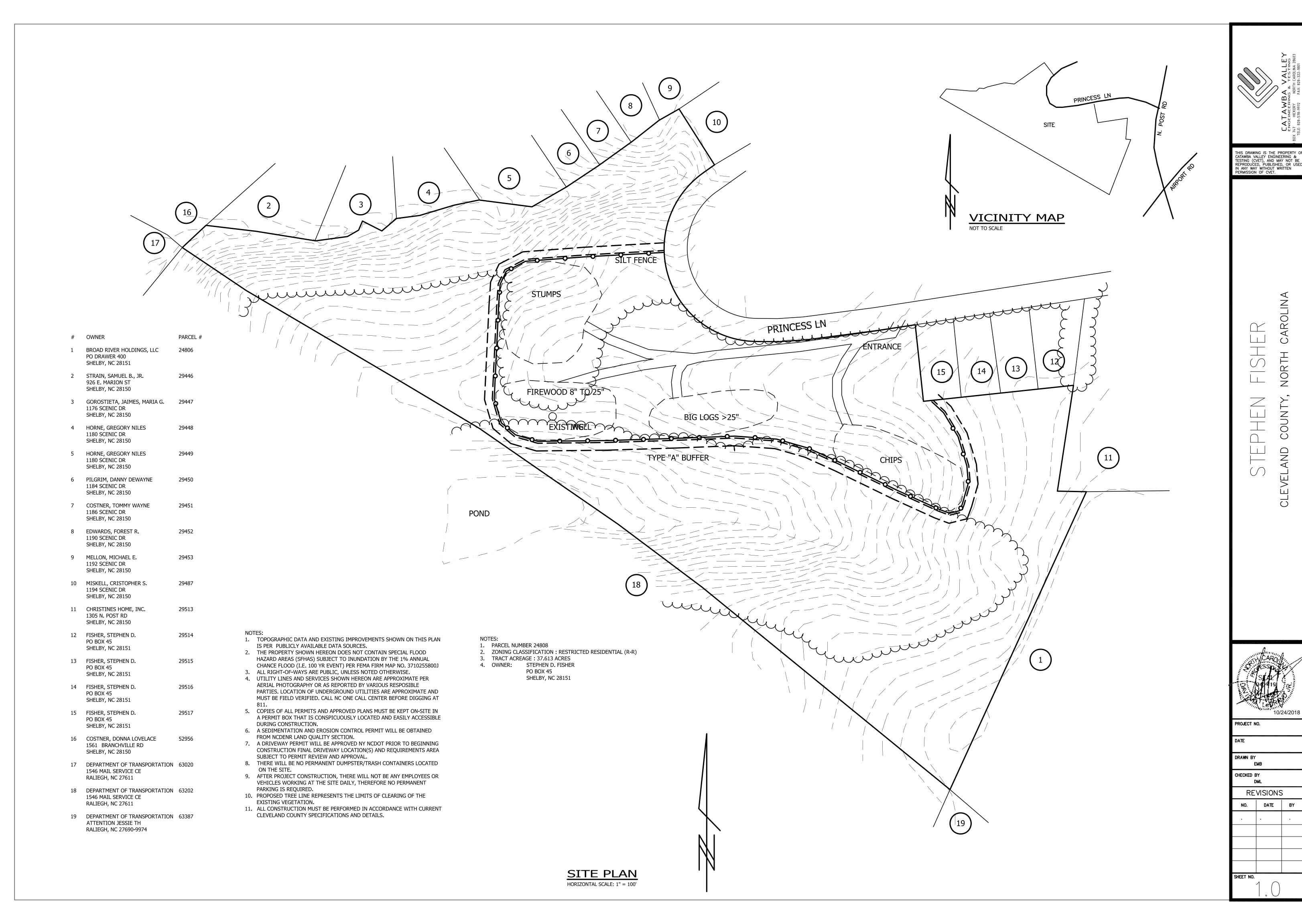


Case # 19-04 Re-Zoning for Princess Lane RR to LI-CD Aerial Map, Parcel # 24808 37.61 acres



Case # 19-04 Re-Zoning for Princess Lane RR to LI-CD Future Land Use Map, Parcel # 24808 37.61 acres





COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

Set Public Hearing for Rezoning Case 19-05					
Department:	Planning Department				
Agenda Title:	Set the public hearing for Case 19-05: Request to rezone property from Restricted Residential to General Business at 1201 South Post Road				
Agenda Summary:					
Proposed Action:					
ATTACHMENTS:					
File Name	Description				
19-05_Staff_Report.pdf	Staff Report				

Zoning Map

Aerial Map

Land Use Map

19-05_Zoning_Map_1201_South_Post_Road.pdf

19-05_Aerial_Map_1201_South_Post_Road.pdf

19-05_Land_Use_Map_1201_South_Post_Road.pdf

To: Cleveland County Board of Commissioners Date: February 12, 2019

From: Chris Martin, Senior Planner

Subject: Rezoning Case 19-05

<u>Summary Statement</u>: South Post LLC is requesting to rezone property at 1201 South Post Road from Restricted Residential (RR) to General Business (GB).

<u>Review</u>: The property is 1.93 acres located at 1201 South Post Road on the corner of South Post and Joe's Lake Road. The property is zoned Restricted Residential and is also covered by the Highway Corridor Overlay. The property has been used since 1999 as a Commercial building with tenants covering multiple business uses allowed in the Corridor.

The surrounding zoning is Restricted Residential to the immediate South and East, with General Business to the North, Neighborhood Business and Light Industrial to the immediate North West across Joe's Lake Road, and General Business across South Post Road to the East. Surrounding uses include residential houses to the south and east along Joe's Lake Road. There is a gas station and food mart further south along Post Road, a solar facility to the north east and a tee shirt printing shop to the east.

The Land Use Plan designates the proposed parcel as Future Commercial, denoting that this rezoning would be in compliance with the Land Use Plan

Pros:

- Greater allowance of business uses for a parcel already being used for commercial purposes giving owner and tenants greater flexibility.
- Complies with the Future Land Use Plan
- Fits with the area comprised of several business and industrial uses.

Cons:

None

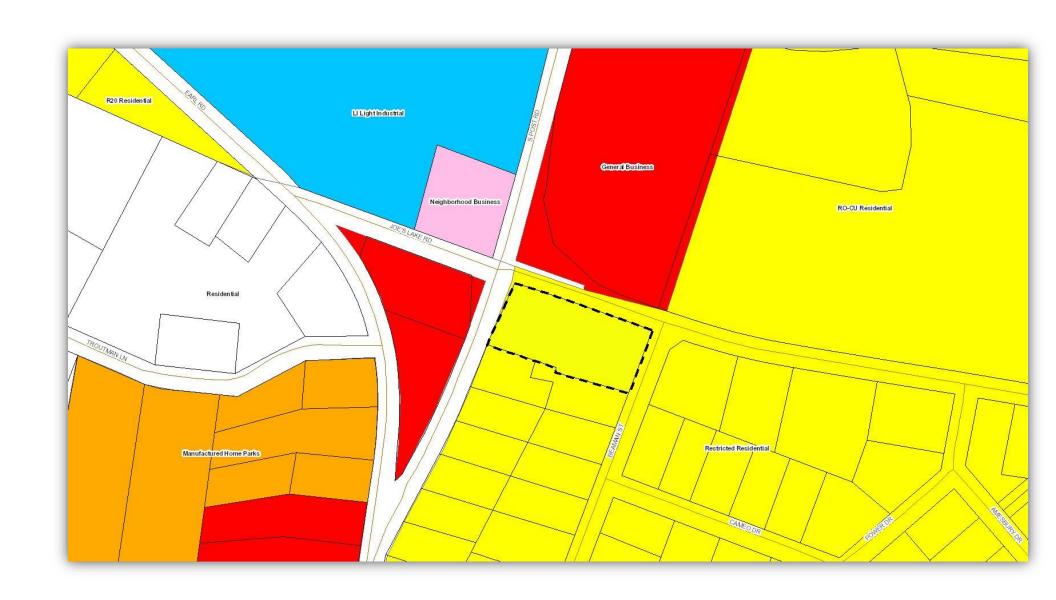
Fiscal Impact:

None

Recommendations:

 Planning Board: The Planning Board will review this case and make a recommendation at their February 26, 2018 meeting.

Case # 19-05 Re-Zoning for 1201 South Post Road RR to GB Zoning Map, Parcel # 3108 1.93 acres



Case # 19-05 Re-Zoning for 1201 South Post Road RR to GB Aerial Map, Parcel # 3108 1.93 acres



Case # 19-05 Re-Zoning for 1201 South Post Road RR to GB Land Use Map, Parcel # 3108 1.93 acres



COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

Wildlife Memorandum of Understanding

Department: Engineering

Agenda Title: Wildlife Memorandum of Understanding

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name Description

MOU_wildlife_Staff_Report.docx MOU Staff Report

☐ Wildlife_MOA_amendment#4.docx Wildlife MOU

To: Board of Commissioners Date: February 13, 2019

From: Gregory Pering, County Engineer

Subject: Memorandum of Agreement Amendment #4 Foothills Public Shooting Complex

Expansion

Summary Statement:

This is Amendment #4 to the Memorandum of Agreement between North Carolina Wildlife Commission and Cleveland County executed on November 7th, 2013. This amendment assigns responsibilities for construction, maintenance, operation, and financial commitments of both parties to provide an additional 104.14 acres of Skeet, Trap, and 5 Stand fields shooting facility at the Foothills Public Shooting Complex in Cleveland County, NC. Staff recommends executing this amendment.

Review:

On November 7th, 2013 the North Carolina Wildlife Commission and Cleveland County were parties to a Memorandum of Agreement to construct, maintain, and operate a public shooting range—Foothills Public Shooting Complex in Cleveland County, NC. This shooting complex opened on April 19, 2016. This shooting complex provides the public with a safe, modern, and unique facility for multiple shooting sports.

One of the many goals of establishing the Foothills Public Shooting Complex was to expand economic development by hosting local, state, national, and international shooting sports competitions. This Memorandum of Agreement Amendment #4 provides the next stage in achieving this goal. Some responsibilities included in the agreement are as follows:

The COMMISSION agrees to:

- Reimburse the County with 75% of the design and construction of the new ranges using the Pitman Robertson Funds up to \$487,500.
- Prior to construction the COMMISSION will approve concept design and construction plans.

The COUNTY agrees to:

• Hire an Engineer to design, development, permit and construction manage the additional range site work including all grading, berm construction, roads and parking lots.

- Construct and be responsible for all future repairs and improvements of work performed by the COUNTY under this agreement.
- Provide the necessary property for use of the additional shooting ranges including skeet and trap.

The Memorandum of Agreement Amendment #4 as written is to be signed by the Chairperson of the Board of Commissioners and the County Manager, and the action requested is for the Board Chair to execute this amendment and the County Manager to attest.

Attachment:

Memorandum of Agreement—Amendment #4

Action Requested

Chairperson of the Board of Commissioners execute this amendment and County Manager attest to its execution.

MEMORANDUM OF AGREEMENT

AMENDMENT #4

Between North Carolina Wildlife Resources Commission And Cleveland County

TO DESIGN, PERMIT, BUILD AND OPERATE AN ADDITIONAL 104.14 ACRES OF SKEET AND TRAP TO THE FOOTHILLS PUBLIC SHOOTING COMPLEX

This amendment is made and entered into this the 19st day of February 2019, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COUNTY**, hereinafter referred to as the **COUNTY**.

I. PURPOSE OF THE AMENDMENT

The COMMISSION and the COUNTY are parties to a MEMORANDUM OF AGREEMENT assigning responsibilities for the construction, maintenance and operation of a public shooting range as described in the agreement fully executed on the 7th day of November, 2013 and Amendments 1-3.

Now, THEREFORE, it is mutually agreed that the COMMISSION and the COUNTY will collaborate to provide an additional 104.14 acres of Skeet, Trap and 5 Stand fields shooting facility to the Foothills Public Shooting Complex located at 283 Fielding Road, Cherryville, NC in Cleveland County.

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

- 1. Reimburse the County with 75% of the design and construction of the new ranges using the Pitman Robertson Funds up to \$487,500.
- 2. Prior to construction the COMMISSION will approve concept design and construction plans.
- 3. Include the additional 104.14 acres of Skeet, Trap and 5 Stand fields shooting facility in the COMMISSION responsibilities, i.e. lead reclamation, etc.

B. The COUNTY agrees to:

1. Hire an Engineer to design, development, and construction manage the additional range site work including all grading, berm construction, roads and parking lots.

- 2. Obtain all regulatory permits required for construction and improvements of work to be performed for this new ranges.
- 3. Construct and be responsible for all future repairs and improvements of work performed by the COUNTY under this agreement.
- 4. Provide the necessary property for use of the additional shooting ranges including skeet and trap.
- 5. Provide staffing to man the range with a certified range officer during operation hours.
- 6. Provide routine maintenance at the range including mowing, trash and litter pick up.
- 7. Promote the range using the Wildlife Resources Commission logo and diamond on naming of the facility, literature, signage, website and media coverage.
- 8. Offer to the COMMISSION a right of first refusal for the management of the shooting range in the event the COUNTY decides to terminate this agreement.

III. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. At said time of termination, the COUNTY will reimburse the COMMISSION for a prorated amount of the improvements to the site based on a 40-year amortization.

IV. TERM OF AGREEMNENT

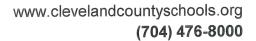
This agreement shall become effective upon full execution and shall continue in effect for a period equal to 40 years.

IN TESTIMONY WHEREOF, this Cook hereto, in duplicate originals, as of the	operative Agreement has been executed by the parties date first above written.
CLEVELAND COUNTY	
	Susan K. Allen, Chairman Board of Commissioners
ATTEST:	
Brian Epley, County Manager	
NORTH CAROLINA WILDLIFE RES	SOURCES COMMISSION
	Gordon S. Myers, Executive Director Wildlife Resources Commission
ATTEST:	
Erik D. Christofferson, Deputy Director Wildlife Resources Commission	or of Operations

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDAITEM SUMMARY

Resolution in Support of Local Control of School Calendars				
De	partment:	Cleveland County Schools		
Ag	enda Title: Resolution in Support of Local Control of School Calendars			
Ag	enda Summary:			
Proposed Action:				
ATT	TACHMENTS:			
	File Name		Description	
Letter_and_Resolution_from_CCS.pdf		_from_CCS.pdf	Letter & Resolution of Support from CCS	
	February_19_CCBOE_Proclamation_Comm_Support.docx		Proclamation in Support of CCS Calendar	





February 11, 2019

Honorable Ted Alexander 16 West Jones Street, Rm. 2117 Raleigh, NC 27601

Dear Mr. Alexander,

Cleveland County Schools desires to create an exceptional educational experience for our students and works to prepare students to be successful in their post-secondary careers. In these efforts, we attempt to work with students, parents and community members to create a positive learning environment in which all students can be successful.

I appreciate you taking the time to consider our concerns and requests related to the school calendar legislation. As you are aware, the current legislation directs the start of the school for traditional school calendars. This current legislation creates several concerns for our district, but the biggest concerns are related to first semester testing and alignment with the community college schedule.

I have included a few bullet points below that address some of our calendar concerns and potential options for our school district.

- To provide enough calendar flexibility to enable Cleveland County Schools (CCS) to align their calendar with the local community college. Currently, CCS is partnering with Cleveland Community College to provide skilled training opportunities for students. Calendar alignment with the community college would further open opportunities for continued partnerships.
- To provide enough calendar flexibility to enable Cleveland County Schools to complete the first semester before Christmas break. This flexibility would allow schools the opportunity to administer exams before Christmas break. Not only would this align with the community college schedule, we believe it would enhance student performance on exams since there would not be a two-week break before exams.
- To provide enough calendar flexibility for Cleveland County Schools to start school in time to complete the school year before Memorial Day. Starting school earlier would take time from the end of the summer, but by completing school before Memorial Day, summer activities could be moved to the beginning of summer.

On Monday, February 11, 2019, the Cleveland County Board of Education will consider a calendar resolution. I have included the proposed resolution with this letter. Our Board of Education and school

district are committed to collaborative partnerships in our district. The relationship between our Board of Education, County Commissioners, Cleveland Community College, City Councils and other elected officials is extremely important. Together, we are committed to improving Cleveland County and making our community a great place to live, learn and work.

I hope you will take the opportunity to review our resolution and consider our requests. While we have sought changes from the calendar legislation in years past, we appreciate your current consideration of our request. I will be glad to provide any additional information or answer any questions that you may have.

Sincerely,

Shearra Miller

Chair – Board of Education

Richard Hooker

Vice-Chair – Board of Education

Phillip Glover

Phillip Glover
Board of Education

Roger Harris

Board of Education

Danny Blanton

Board of Education

Jo Boggs

Board of Education

Jeff Jones

Board of Education

Dena Green

Board of Education

Coleman Hunt

Board of Education

Stephen Fisher, Ed.D Superintendent

Cleveland County Schools

Enclosure





RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars is an integral component of school system supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

WHEREAS, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11; and

WHEREAS, the State mandated late August start date means high schools do not complete the first semester until mid to late January; and

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

WHEREAS, the second semester for high schools starts two to three weeks later than community colleges and universities; and

WHEREAS, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester; and

WHEREAS, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and

WHEREAS, with little flexibility built in to the calendar, scheduling make-up days is extremely challenging; and

WHEREAS, fall sports and band begin August 1, schedules for extracurriculars have not changed to coincide with the State-mandated school calendar; and

WHEREAS, local boards of education are best equipped to understanding the balancing act of meeting the community's needs and maximizing student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

THEREFORE, be it resolved that the Cleveland County Board of Education requests that the North Carolina General Assembly pass a resolution in support of calendar flexibility.

Adopted by the Cleveland County Board of Education this 11th day of February, 2019.

Shearra Miller

Chair – Board of Education

Richard Hooker

Vice-Chair – Board of Education

Phillip Glover

Board of Education

Roger Harris

Board of Education

Danny Blanton

Board of Education

Jo Boggs

Board of Education

Jeff Jones

Board of Education

Dena Green

Board of Education

Coleman Hunt

Board of Education

Proclamation Supporting Local Control of School Calendars

Whereas, the North Carolina General Statutes give local board of education powers of supervision and control over local school systems; and

Whereas, the North Carolina General Assembly in 2004 took control of setting school calendars; and

Whereas, the Cleveland County Board of Education has, in a February 11, 2019 resolution attached hereto, expressed its view that the current system needs to be changed in order to allow for calendar flexibility at the local level; and

Whereas, this Board finds the reasoning of the Cleveland County Board of Education, as expressed in the above-mentioned resolution, to be compelling; and

Whereas, this Board supports and trusts the judgment of the Cleveland County Board of Education to properly promote and manage the interests of Cleveland County public schools.

Now, Therefore Be It Resolved That the Cleveland County Board of Commissioners proclaims its support of the February 11, 2019 resolution of the Cleveland County Board of Education requesting that the North Carolina General Assembly support increased calendar flexibility for local boards of education.

Susan Allen, Chairman

J. Ronnie Whetstine, Vice-Chairman

Johnny Hutchins, Commissioner

Doug Bridges, Commissioner

Deb Hardin, Commissioner

Adopted this, the 19th day of February, 2019.

AGENDAITEM SUMMARY

Pub	Public Hearing for Rezoning Case 19-02					
,						
De	partment:	Planning Departmen	t			
Ag	enda Title:	Public Hearing for Rezoning Case 19-02: Request to Rezone Propat 823 Old Stubbs Road from Residential to Light Industrial-Condition				
Agenda Summary:		Chris Martin, Senior	Planner			
Pro	oposed Action:					
AT	TACHMENTS:					
	File Name		Description			
	19-02_Staff_Report.pdf		Staff Report			
	19-02_Recommendation	n.pdf	Recommendation			
	Site_Plan.pdf		Site Plan			

Zoning Map

Aerial Map

Land Use Map

19-02_Zoning_Map_823_Stubbs_Road.pdf

19-02_Aerial_Map_823_Stubbs_Road.pdf

19-02_Land_Use_Map_823_Stubbs_Road.pdf

STAFF REPORT

To: Cleveland County Board of Commissioners Date: January 29, 2019

From: Chris Martin, Senior Planner

Subject: Rezoning Case 19-02

<u>Summary Statement</u>: Jason Hamrick is requesting to rezone property at 823 Old Stubbs Road from Residential (R) to Light Industrial Conditional District (LI-CD)

Review: The property is two acres and is located on Old Stubbs Road, north of Moss Lake, about 0.2 miles from an intersection with Highway 150. Mr. Hamrick has acquired the property and wishes to operate a metal fabrication business at this location in a pre-existing building. He has submitted an application and site plan showing how the property will be used. As stated above, there is an existing building on the property that has been used as a yarn and knitting business that has since closed. The previous business was established prior to the adoption of zoning in this area.

The property is zoned Residential along with surrounding properties. The surrounding area is comprised of residential uses, and a storage facility further down Old Stubbs Road, along with some retail businesses at the intersection of Old Stubbs Road and Highway 150. The Land Use Plan designates the intersection future commercial, with the designation reaching Mr. Hamrick's property. The Land Use Plan encourages the redevelopment of vacant buildings, per Strategy I-A3.

Pros:

- LI-CD is compatible with the Land Use Plan's designation due to strategy I-A3.
- The Land Use Plan encourages the redevelopment of vacant buildings.

Cons:

It could be considered spot zoning

Fiscal Impact:

None

Recommendations:

Planning Board: The Planning Board unanimously recommended approval.

ZONING MAP AMENDMENT - CASE 19-02

Residential (R) to Light Industrial Conditional District (LI-CD)

Planning Board Recommendation

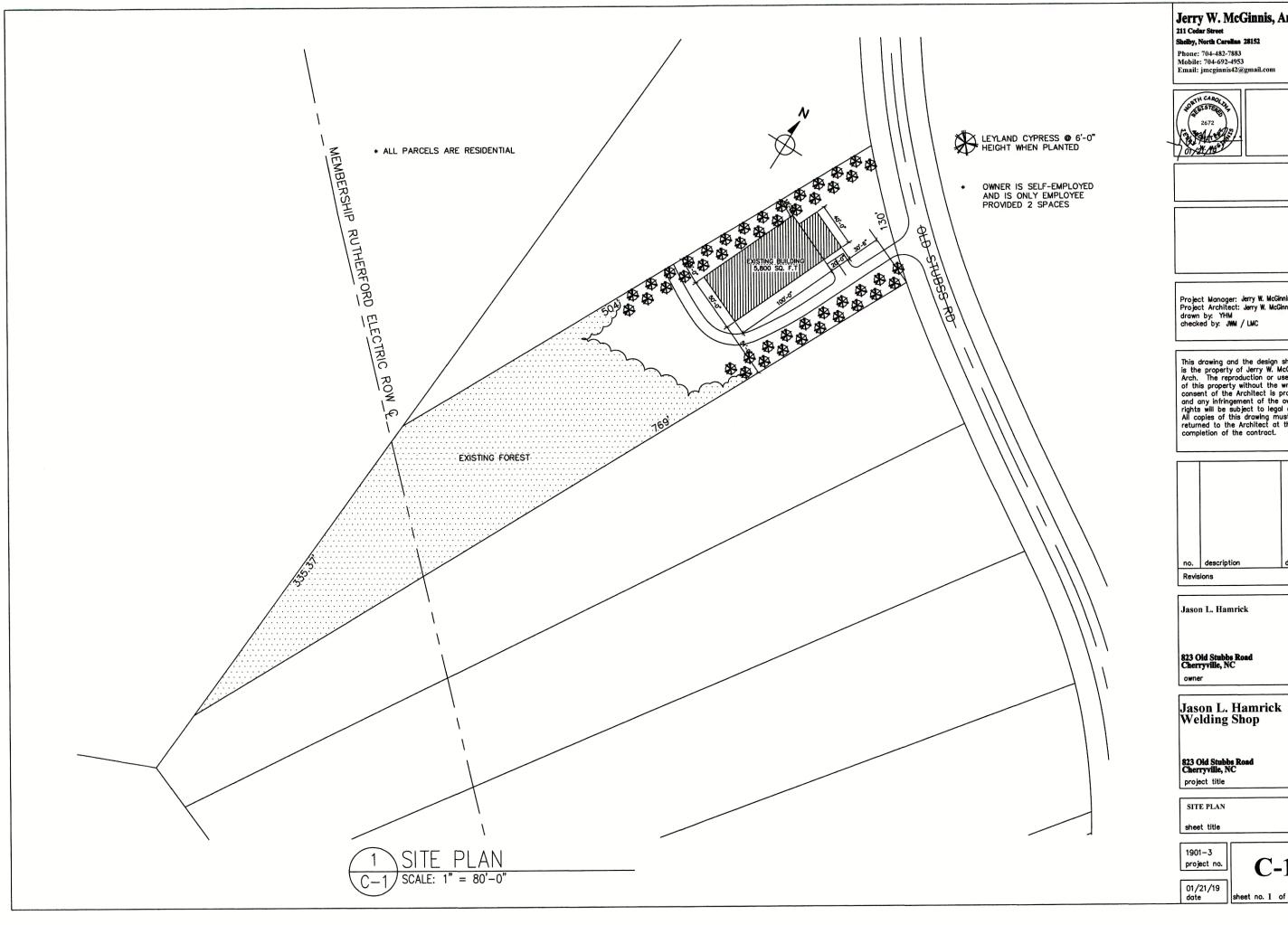
APPROVE

The Planning Board voted unanimously to recommend **approving** the rezoning request from Residential to Light Industrial Conditional District. The proposed use of a metal fabrication and welding facility, is compliant with the Future Land Use Plan's designation of Future Commercial in this area. The Land Use Plan, per Strategy I-A3, encourages the redevelopment of vacant buildings and that necessary rezoning should not be viewed as being contrary to the spirit and intent of the Plan.

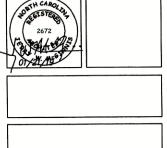
NCGS 153A-341 requires a plan consistency statement be recorded that shows one of the following:

- 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

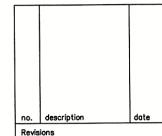


Jerry W. McGinnis, Arch.

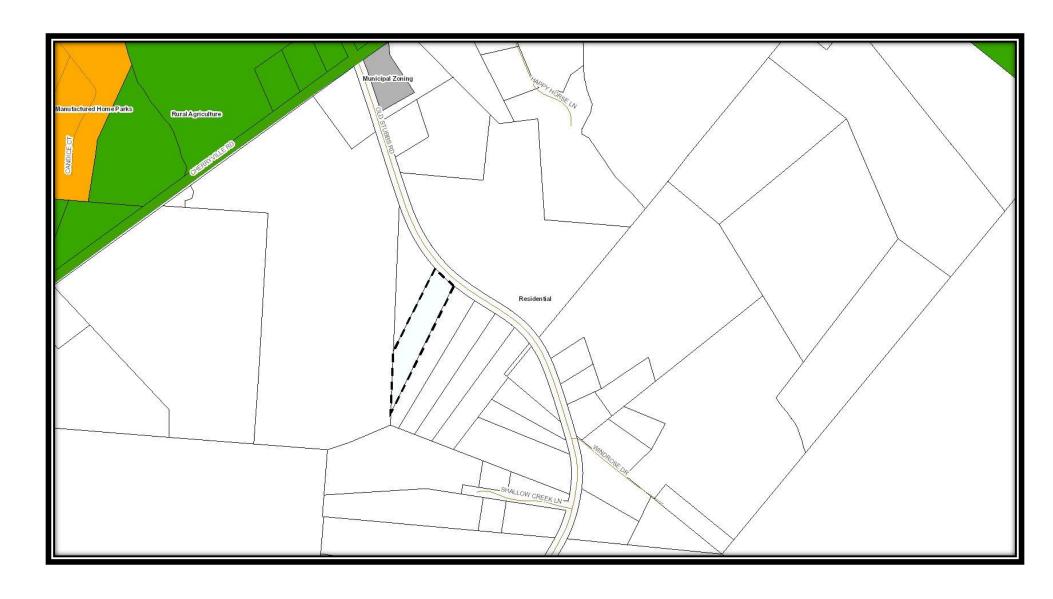


Project Manager: Jerry W. McGinnis, AlA Project Architect: Jerry W. McGinnis, AlA drawn by: YHM checked by: JWM / LMC

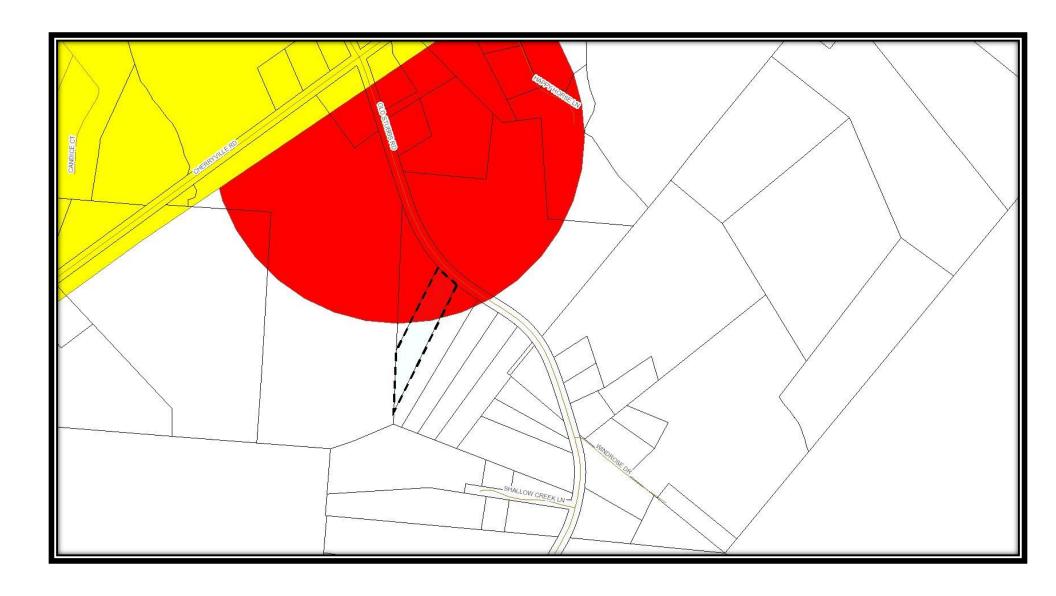
This drawing and the design shown is the property of Jerry W. McGinnis, Arch. The reproduction or use of this property without the written consent of the Architect is prohibited and any infringement of the ownership rights will be subject to legal action. All copies of this drawing must be returned to the Architect at the completion of the contract.



Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD Zoning Map, Parcel # 44164, 1.9 acres



Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD Land Use Map, Parcel # 44164, 1.9 acres



Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD Aerial Map, Parcel # 44164, 1.9 acres



AGENDAITEM SUMMARY

Partners Behavioral Health Management					
Department:					
Agenda Title:	Partners Behavioral Health Management				
Agenda Summary:	 Andrew Schrag, MBA, MA, LPCS Regional Director of Community Operations Partners Behavioral Health Management 				
Proposed Action:					
ATTACHMENTS:					
File Name	Description				

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA AGENDA ITEM SUMMARY

Description

Social Services Advisory Board					
Department:					
Agenda Title:	Social Services Advisory Board				
Agenda Summary:	Phyllis Nowlen, Clerk to the Board				
Proposed Action:					
ATTACHMENTS:					

File Name
No Attachments Available

AGENDAITEM SUMMARY

Closed Session				
Department:				
Agenda Title:	Closed session per N.C.G.S. 143-318.11(a)(3), (a)(5), and (a)(6) to consult with an attorney in order to preserve the attorney-client privilege to consider a personnel matter, and to establish the terms of an employment contract.			
Agenda Summary:	Susan Allen, Chairman			
Proposed Action:				
ATTACHMENTS: File Name	Description			

No Attachments Available

AGENDAITEM SUMMARY

Adjourn					
Department:					
Agenda Title:					
Agenda Summary:	The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, March 5, 2019 at 6:00pm in the Commissioners Chamber.				
Proposed Action:					
ATTACHMENTS:					
File Name	Description				
No Attachments Available					