

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

November 5, 2019

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.)

2. 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.

3. 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 October 15, 2019 Regular Commissioners

- | | |
|----|---|
| | Meeting |
| B. | <u>Emergency Medical Services</u> Budget Amendment (BNA#016) |
| C. | <u>E911 Communications</u> Budget Amendment (BNA#017) |
| D. | <u>Planning Department</u> Request to Set Public Hearing for Abandonment of Banks Road |
| E. | <u>Planning Department</u> Request to Set Public Hearing for Abandonment of a Portion of Princess Lane |
| F. | <u>Planning Department</u> Request to Set Public Hearing for Abandonment of Robyn Avenue |
| G. | <u>Planning Department</u> Appointment of Review Officer |
| H. | <u>Legal</u> Animal Services Ordinance Modification |

PUBLIC HEARINGS

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

4. Planning Department: Text Amendment Case 19-06: Garages and Carports
Chris Martin, Senior Planner
5. Board of Health
Elliot Engstrom, Deputy County Attorney

REGULAR AGENDA

6. Creation of Board of Health Advisory Board
Elliot Engstrom, Deputy County Attorney

COMMISSIONER REPORTS

ADJOURN

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, November 19, 2019 at 6:00pm in the Commissioners Chamber.

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 October 15, 2019 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 10-15-2019_Minutes.pdf	10-15-2019 Minutes

Cleveland County Board of Commissioners
October 15, 2019

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: Susan Allen, Chairman
Ronnie Whetstine, Vice-Chair
Johnny Hutchins, Commissioner
Doug Bridges, Commissioner
Deb Hardin, Commissioner
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Chris Green, Tax Administrator
Allison Mauney, Human Resources Director
Marty Gold, Information Technology Director
Katie Swanson, Social Services Director
Daryl Sando, Electronic Maintenance Director
Sandra Orvig, Shooting Range Director
Scott Bowman, Maintenance Director
Elliot Engstrom, Deputy County Attorney
Lucas Jackson, Finance Director
Jason Falls, LeGrand Center Director
Ryan Wilmoth, Emergency Medical Services Director
Paul Ezell, Building Codes Administrator
Perry Davis, Emergency Management Director/Fire Marshal

CALL TO ORDER

Chairman Allen called the meeting to order and Commissioner Bridges provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

SPECIAL PRESENTATION

Duke Energy Storm Resiliency Grant: Chairman Allen recognized Perry Davis, Emergency Management Director/Fire Marshal, to discuss the Duke Energy Storm Resiliency Grant. In early 2019, the Kingstown Town Council met with Mr. Davis to discuss ways to acquire additional funding for the purchase of advanced storm weather sirens in their jurisdiction. In March 2019, Duke Energy released a one-million-dollar grant under their storm resiliency program. The Town of Kingstown was awarded a twenty-five-thousand-dollar grant under this program for the purchase of advanced storm warning sirens.

Mr. Davis introduced Craig DeBrew, District Manager with Duke Energy, who spoke about the importance of advanced storm warning systems and how the grant was formed. Each Board member thanked Duke Energy and commented on the good partnership Duke Energy has with Cleveland County and the local communities.

CITIZEN RECOGNITION

Robert Williams, 814 E. Stagecoach Trl, Lawndale – spoke about several areas of concern such as school merger, the upcoming sales tax referendum, government transparency and social services.

Marty Pendergraft, 4633 Onsborrow Road, Mooresboro - gave information to the Board regarding the upcoming Cleveland County Veteran’s Day Parade and Program which will be held on Monday, November 11, 2019.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the *October 1, 2019 regular meeting*, in board members packets.

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

MONTHLY MANAGER’S REPORT

- The County’s annual audit is well underway for the year ended 6/30/19. Our audit firm Thompson, Price, Scott, & Adam’s were on site the week of 10/7/19 conducting final fieldwork at both the administrative building & Department of Social Services. We anticipate great results along with another timely submission to the Local Government Commission.
- County's Central Collections department has reimplemented the Garnishment of wages for outstanding Emergency Medical Services balances. This process was historically in place when the County used a third-party billing service before bringing EMS billing in house during 2017.
- Several of the County’s finance & human resource employees attended an annual conference hosted by Keystone Information Systems at the beginning of October. Keystone is the provider of the County’s new ERP system that began implementation in July 2018.

County of Cleveland, North Carolina
Manager's Budget Summary
Presented at the 10/15/19 Board Meeting
Time Period Covered : 9/12/19 to 9/24/19
For Fiscal Year Ending June 30, 2020

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	DATE SUBMITTED BY DEPT	DEPT NAME TO	DEPT NAME FROM	EXPLANATION	BUDGET AMOUNT
387	D	9/12/2019	Hlth-Adult Health		Move funds to cover required donation	\$ 2,000
388	L	9/17/2019	Animal Control	Animal Control	Move funds to FD10 from FD12 for Animal Control	\$ 1,236,570
389	D	9/18/2019	Carolina Access		Move funds to appropriate budget line item and amounts	\$ 145,253
390	L	9/20/2019	CODAP	Health Admin	Reverse Temp Budget #364	\$ 10,900
391	D	9/23/2019	Cap Proj-Gen		Move funds to correct acct - cover improvements	\$ 49,380
392	D	9/23/2019	Cap Proj-ARC		Move funds to cover acct deficits	\$ 64,691
393	L	9/23/2019	Cap Proj-ARC	Cap Proj-Gen	Transfer funds to cover CARC renovations	\$ 36,455
394	L	9/24/2019	Cap Proj-Mtn Side Dr	Reimb Resolution	Transfer budget to cover paving of Mtn Side Dr	\$ 198,171
396	D	9/25/2019	Environmental Health		Move funds to cover Digital Incubator	\$ 2,016

TAX COLLECTOR’S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during *September 2019*.

TOTAL TAXES COLLECTED SEPTEMBER 2019			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2019	\$10,497,876.91	\$0.00	\$10,497,876.91
2018	\$141,161.75	\$0.00	\$141,161.75
2017	\$18,679.44	\$0.00	\$18,679.44
2016	\$10,203.79	\$0.00	\$10,203.79
2015	\$2,616.23	\$0.00	\$2,616.23
2014	\$1,599.91	\$0.00	\$1,599.91
2013	\$997.78	\$84.74	\$1,082.52
2012	\$3.52	\$141.92	\$145.44
2011	\$0.00	\$11.01	\$11.01
2010	\$190.77	\$0.00	\$190.77
2009	\$110.57	\$0.00	\$110.57
TOTALS	\$10,673,440.67	\$237.67	\$10,673,678.34
DISCOUNT	(\$42,212.11)		
INTEREST	\$11,670.88	\$115.28	\$0.00
TOLERANCE	\$15.00	\$0.00	
ADVERTISING	\$284.00	\$25.00	
GARNISHMEN'	\$518.22		
NSF/ATTY	\$140.81		
LEGAL FEES	\$934.18		
TOTALS	\$10,644,791.65	\$377.95	
MISC FEE	\$104.97	\$0.00	
TAXES COLL	\$10,644,896.62	\$377.95	\$10,645,274.57
	\$10,644,896.62	\$377.95	

TAX ABATEMENTS AND SUPPLEMENTS AND PENDING REFUNDS/RELEASES

[illegible]

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.*

EMERGENCY MANAGEMENT: BUDGET AMENDMENT (BNA #015)

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


Account Number	Project Code	Department/Account Name	Increase	Decrease
010.445.4.409.00	DUKE-SIREN	Emergency Management/Local Revenues	\$25,000.00	
010.445.5.910.00	DUKE-SIREN	Emergency Management/Capital Equipment	\$25,000.00	
<i>Explanation of Revisions: Budget allocation for \$25,000 in grant monies received from Duke Energy Foundation to purchase advanced storm warning sirens for the Town of Kingstown.</i>				


REGULAR AGENDA

FOOTHILLS PUBLIC SHOOTING COMPLEX OPERATIONS AND EXPANSION

Chairman Allen called Sandra Orvig, Shooting Range Director, to the podium to present the information about Foothills Public Shooting Complex Operations and Expansion. The following PowerPoint was presented to the Board.

FOOTHILLS PUBLIC SHOOTING COMPLEX








Welcome To The
Foothills Public Shooting Complex

Sandra Orvig
Range Director

FOOTHILLS PUBLIC SHOOTING COMPLEX




WHAT WE OFFER AT THE COMPLEX:




Archery/ 3-D Archery

FOOTHILLS PUBLIC SHOOTING COMPLEX




WHAT WE OFFER AT THE COMPLEX:




Skeet/ Trap

FOOTHILLS PUBLIC SHOOTING COMPLEX



WHAT WE OFFER AT THE COMPLEX:



Rifle Ranges

WHAT WE OFFER AT THE COMPLEX:



Pistol Ranges

WE OFFER COMPETITIONS:

- 1st Saturday – Falling Steel match
- 3rd Saturday – Steel Challenge match
- 5th Saturday – Skeet match *and* The Marine Corps League .223 Challenge match

WE OFFER EDUCATION SERVICES:

- Concealed Weapon Permit Course
- Introduction To Skeet/Trap Class
- Fundamentals Class (Pistol / Rifle)
- Range Safety Officer Course
- Hunter Safety Education
- Archery
- Action Shooting Sports Class

I am currently working with Cross Trail Outfitters, 4-H, Girl and Boy Scouts and NC Wildlife to host summer youth programs.

WHO MAKES UP OUR CUSTOMER BASE?

- 49,182 Customers since April 2016
- 87% North Carolina Residents
 - 23% Cleveland County Residents
- 6% South Carolina Residents
- Remaining 7% of our Customers
 - Remaining 48 states and D.C.
 - 3 U.S. Territories (Guam, US Virgin Islands, Puerto Rico)
 - 13 Countries

WHAT'S NEXT FOR US?

We are expanding!

CURRENT PROJECTS

- Skeet and Trap Expansion
- Range Partition



BENEFITS OF EXPANSION

- Continued focus on Safety (#1 priority)
- Improved customer service
- Shorter Wait Times
- Ability to offer additional training
- Larger competitive shooting matches

QUESTIONS OR COMMENTS?



Come visit
us soon!

Chairman Allen opened the floor to the Board for questions and comments. Each of the Commissioners commented on the great job Ms. Orvig has been doing since she started as the Shooting Range Director and thanked her for her hard work and the continuation of the rising success at the Shooting Complex.

2020 CENSUS

Chairman Allen recognized Kerri Melton, Assistant County Manager, to present the county's plan of action for the 2020 Census. A population count is required every ten years by the U.S. Constitution. Article 1, Section 2 states that *"Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective numbers..."* The decennial census steadily expanded throughout the nineteenth century. By the turn of the century, the demographic, agricultural, and economic segments of the decennial census collected information on hundreds of topics. Some households would get a long form along with the short form in order to collect that expanded demographic data. However, for the 2010 Census, it was simplified back to a basic headcount with ten questions and the other demographic topics had been removed. That demographic data is now collected in the monthly survey called the American Community Survey. Ms. Melton shared the importance of ensuring all citizens are counted. Census data is used in many ways. Some ways include:

- Forecasting of future transportation needs
- Determining areas eligible for housing assistance and rehabilitation loans
- Assisting tribal, federal, state and local governments in planning, and implementing programs and services in:
 - Education
 - Healthcare
 - Transportation
 - Social Services
 - Emergency response
- Designing facilities for people with disabilities, the elderly and children

In order to meet the goal to count everyone only once, and in the right place, the Census Bureau has implemented a couple of new initiatives for the 2020 Census. One initiative is optimizing self-response which allows people to respond anytime, anywhere, via phone or internet, and maximizing internet self-response (testing has shown internet response is the most cost effective and the most accurate). A second plan of action eliminate paper and incorporate the use of handheld data collection devices. In some areas, like those with rural route addresses, the Census will either send paper forms or send Census takers to those addresses.

The United States Census Bureau has encouraged counties to create Complete Count Committees (CCC).

Complete Count Committees can conduct a wide range of activities. For example, they host promotional events, display census information in government buildings, include census messages on customer billing statements or other correspondence, and they network with community leaders to ensure everyone is involved. Cleveland County's CCC will meet on November 19th at 4pm at the Cleveland Memorial Library. The following PowerPoint was presented to the Board.

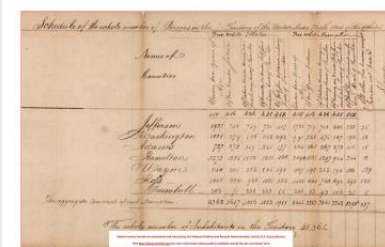


United States
Census
2020



The U.S. Constitution and Decennial Census

- Conducted every 10 years since 1790, as required by the U.S. Constitution. Article I, Section 2. "Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers . . ."
- The 1790 counted 3.9 million inhabitants.
- U.S. marshals conducted the enumerations between 1790 and 1870.
- Specially trained enumerators carried out the census beginning in 1880.



Census Data Are Used In Many Ways

- Forecasting of future transportation needs
- Determining areas eligible for housing assistance and rehabilitation loans
- Assisting tribal, federal, state and local governments in planning, and implementing programs and services in:
 - Education
 - Healthcare
 - Transportation
 - Social Services
 - Emergency response
- Designing facilities for people with disabilities, the elderly and children

The goal of the 2020 Census is to count everyone once, only once and in the right place.

Key Dates

WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	If you haven't responded yet:
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

New Initiatives for Census 2020 to help us reach our goal.

- Allowing people to respond anytime, anywhere, via **phone or internet**. Tests have shown internet self-response is the most cost effective and accurate way. Those that request a form can complete the Census using the form.
- The Census Bureau is eliminating paper and incorporating the use of handheld data collection devices.



What have we done in Cleveland County.....

- March 22, 2018: City and County information released from the Census for evaluation.
- July 17, 2018: The CC Planning Department submitted updated address list to the Census.
- August 5, 2019: Received Census review for appeal
- September 30, 2019: Filed appeal with Census.
- October 14, 2019: Filed New Construction Addition with the Census.

What's next.....

Complete Count Committee meeting

Will invite members with experience in the following areas:

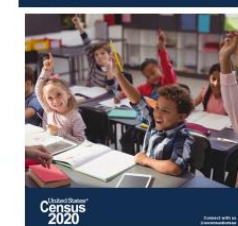
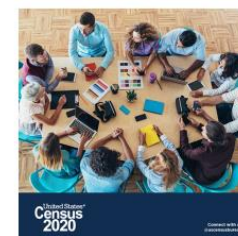
- Government
- Education
- Media
- Minority Organizations
- Community organizations
- Workforce developments
- Faith-based institutions
- Businesses

Tuesday,
November 19th
4:00pm
Cleveland
Memorial Library



Marketing Plan

- Social Media Platforms
- School Backpacks
- Materials to Daycare centers
- Community Meetings
- Billboards
- Census days at the Library
- Church Groups
- Local Government Partners



Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Bridges reiterated on the importance of ensuring Cleveland County residents, including all of the children, are counted. The Board thanked Mrs. Melton for her time and the information presented.

PERSONNEL ORDINANCE ARTICLE IV

Chairman Allen called Allison Mauney, Human Resources Director, to the podium to present an update on the Personnel Ordinance Article IV and substantial equivalency. With the exception of some minor adjustments, Cleveland County's Personnel Ordinance has not had a comprehensive update since the late 1980's. An alignment with the pay and class system was completed in 2018 which needed Articles I, II and III to be re-written relating to the classification of employees and compensation. In the rewrite, a new pay plan was included for the Sheriff's Office. In 2019, the Sheriff's Office Plan was updated to include career paths for non-sworn personnel. Articles I, II and III are very instrumental in the approach to substantial equivalency. The goals of the ordinance rewrite include:

- Modernization
- Legal Review
- Consistency
- Alignment with Pay and Class
- Alignment with Keystone System
- Substantial Equivalency

Once completed, Articles I through IV will be submitted to the Office of State Human Resources requesting Cleveland County to be granted substantial equivalency. Substantial equivalency refers to a County's ability to establish and maintain a personnel system for all employees subject to its jurisdiction. The most important factor is whether or not the proposed system is similar enough to the standards established by the State Personnel Commission. It requires policy submission/review and on-site visit and if granted, all Human Services entities will be subject only to the county policies.

Article IV addresses several key focus areas such as the complete hiring process, recruitment and incorporating best practices in hiring of the candidates. Mrs. Mauney presented the following PowerPoint to the Board.



Goals

- Modernization
- Legal Review
- Consistency
- Alignment with Pay and Class
- Alignment with Keystone System
- Substantial Equivalency

Currently In Progress

Article IV

- Recruiting
- Online Application Process
- Focus on competencies
- Increased HR Involvement
- Assessment Centers
- Reference and Employment Checks
- Offer and Onboarding

Substantial Equivalency

- Refers to a County’s ability to establish and maintain a personnel system for all employees subject to its jurisdiction.
- The most important factor is whether or not the proposed system is similar enough to the standards established by the State Personnel Commission
- Requires policy submission/review and on site visit
- When granted, all Human Services entities will be subject only to the County policies

Benefits of Substantial Equivalency

- Flexibility
- Speed
- Accuracy
- Consistency

Timeline

Article IV complete
12/01/19

Submit Articles I, II, III and IV
to OSHR
12/15/19

Expect approval end of
March 2020

Chairman Allen opened the floor to the Board for questions and discussion. Board members thanked the Human Resources staff for their hard work and time that is being put in to update the personnel ordinance. They also commented on the importance of being efficient and having streamlined services for the county’s customers and employees.

LATE APPLICATIONS FOR EXEMPTION

Chairman Allen recognized Joey Patterson, Assistant Tax Assessor, to present the Late Applications for Exemption. Per N.C.G.S. 105-282.1 every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the Board of Equalization and Review, the Board of County Commissioners, or the governing body of a municipality, as appropriate. Applications appearing on the attached roster would otherwise be eligible for exemption in 2019.

Chairman Allen opened the floor to the Board for questions and discussion.

LATE APPLICATION FOR 2019				
10/15/2019 BOC				
Name	Parcel #	Type	Value Exempt/Deferred	Fiscal Impact (Co. Only)
Betty Peak Bell	47941	DAV	\$ 45,000.00	\$ 256.50
Denise R. Northcutt	48017	DAV	\$ 45,000.00	\$ 256.50
Roger Wuest	64116	DAV	\$ 45,000.00	\$ 256.50
Elzine W. Schenck	15679	DAV	\$ 45,000.00	\$ 256.50
Harold Mintz	53228	DAV	\$ 45,000.00	\$ 256.50
Ronnie Laroy Johnson	58033	DAV	\$ 45,000.00	\$ 256.50
John Ray Watkins/Brenda L. Watkins	41150	DAV	\$ 45,000.00	\$ 256.50
Dolores R. Griffin	29867	Eld/Dis	\$ 36,585.00	\$ 208.53
Shirley L. Brooks	6035	Eld/Dis	\$ 63,097.00	\$ 359.65
Monty Lynn Kee	2055	Eld/Dis	\$ 59,322.00	\$ 338.14
George H. Hubbard	34101	Eld/Dis	\$ 16,990.00	\$ 96.84
George H. Hubbard	M5271	Eld/Dis	\$ 2,147.00	\$ 12.24
Betty Grable Gidney	M0033675	Eld/Dis	\$ 25,000.00	\$ 142.50
Billy Love	59157	Eld/Dis	\$ 43,814.00	\$ 249.74
Donna Browne Grisham	53234	Eld/Dis	\$ 76,604.00	\$ 436.64
Frances Beuna Abee	60017	Eld/Dis	\$ 47,246.00	\$ 269.30
Billie Roberts	14010	Eld/Dis	\$ 34,031.00	\$ 193.98
William A. Maze	7217	Eld/Dis	\$ 25,000.00	\$ 142.50
Gunda Jenkins	31209	Eld/Dis	\$ 71,661.00	\$ 408.47
Carolyn Vandyke	12945	Eld/Dis	\$ 57,223.00	\$ 326.17
Rebecca Hensley Sloan	29109	Eld/Dis	\$ 30,884.00	\$ 176.04
Donna Buff Hull	38087	Eld/Dis	\$ 25,000.00	\$ 142.50
Robert J. Piper	62236	Eld/Dis	\$ 88,757.00	\$ 505.91
Janice L. Dye	8775	Eld/Dis	\$ 37,075.00	\$ 211.33
Irene Brittain	15201	Eld/Dis	\$ 42,315.00	\$ 241.20
Richard Bruce Freeman	58388	Eld/Dis	\$ 25,000.00	\$ 142.50
Donald Eugene Goode	46456	Eld/Dis	\$ 44,910.00	\$ 255.99
Doris Virginia Jefferies	15561	Eld/Dis	\$ 30,603.00	\$ 174.44
Bobby Joe Green	43929	Eld/Dis	\$ 25,000.00	\$ 142.50
Margaret E. Causby	32608	Eld/Dis	\$ 25,000.00	\$ 142.50
Kay Ann Ramsey	30592	Eld/Dis	\$ 16,159.00	\$ 92.11
Patsy Lou Wright Webber/Michael D. Webber	4944	Eld/Dis	\$ 90,246.00	\$ 514.40
Leman E. Carter	14866	Eld/Dis	\$ 16,100.00	\$ 91.77
Leman E. Carter	M900	Eld/Dis	\$ 2,439.00	\$ 13.90
Peggy Black	27515	Eld/Dis	\$ 29,995.00	\$ 170.97
Essie M. McSwain	5356	Eld/Dis	\$ 25,000.00	\$ 142.50
Randy D. Revels, Sr.	8483	Eld/Dis	\$ 25,000.00	\$ 142.50
Jerry W. Watts	8031	Eld/Dis	\$ 25,000.00	\$ 142.50
James T. Smith	26286	Eld/Dis	\$ 25,000.00	\$ 142.50
Rita E. Smith	40461	Eld/Dis	\$ 42,482.00	\$ 242.15
Walter K. Dabbs & W/ Doris A. Dabbs	48939	Eld/Dis	\$ 25,000.00	\$ 142.50
Nancy L. Dover	6349	Eld/Dis	\$ 59,901.00	\$ 341.44
Brenda Kay Warlick	73660	Eld/Dis	\$ 25,000.00	\$ 142.50
Kenneth D. Blanton	1107	Eld/Dis	\$ 65,643.00	\$ 374.17
Katherine D. Cooper	25570	Eld/Dis	\$ 62,841.00	\$ 358.19
Historic Preservation Foundation of Nc, Inc.	17674	Historic	\$ 19,055.00	\$ 108.61
Historic Shelby Foundation, Inc.	17879	Historic	\$ 39,900.00	\$ 227.43
James L. Beason Jr./Sandra Beason/James L. Beason III	2584	PUV	\$ 95,660.00	\$ 545.26
Zoar Baptist Church	54059	Religious	\$ 15,350.00	\$ 87.50
Central United Methodist Church (KM)	6905	Religious	\$ 76,804.00	\$ 437.78
TOTAL			\$ 2,030,839.00	\$ 11,575.78

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

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, ***to adjourn the meeting.*** The next meeting of the Commission is scheduled for ***Tuesday, November 5, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.***

*Susan Allen, 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

Emergency Medical Services: Budget Amendment (BNA#016)

Department: Emergency Medical Services
Agenda Title: Budget Amendment (BNA#016)
Agenda Summary:
Proposed Action:

ATTACHMENTS:



File Name	Description
<input type="checkbox"/> BNA016_11.05.19.pdf	EMS:Budget Amendment (BNA#016)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 016SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:November 5, 2019

SIGNATURES:

FROM: BUDGET OFFICER
 THRU: FINANCE OFFICE
 FOR DEPT: Emergency Medical Services (EMS)
 DATE: 10/14/2019


 Finance Director

 Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.437.4.310.00	93889-3SMT	EMS	Federal Govt Grants	\$ 3,062.00	
010.437.5.210.00	93889-3SMT	EMS	Departmental Supply	\$ 3,062.00	

Explanation of Revisions: Budget grant received from Metrolina Healthcare Preparedness Coalition (MHPC) for the purchase of supplies:
NRS Havoc Livery Helmet, Stearns SAR Flotation Vest, NRS Neko Blunt Knife, NRS NFPA Rescue Throw Bag, AmeriGlo Lighstick,
NRS Purest Mesh Duffel Bag, Shipping Fees

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

 Phyllis Nowlen, Clerk to the Board

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

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

SUBCONTRACTOR AGREEMENT
Project # SMAT III Sustainment
Cleveland SMAT III Team

This Subcontractor Agreement (this "Agreement") is entered into the date of the last signature below by and between **The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health ("Atrium")** and **Cleveland SMAT III Team ("Subcontractor")**.

Atrium, on behalf of the **Metrolina Healthcare Preparedness Coalition ("MHPC")**, applied for and received a grant (the "Grant") for one (1) grant year from the North Carolina Office of Emergency Medical Services ("NCOEMS") pursuant to the terms and provisions of that certain Contract #00039223, Division #HP-12-2319, PO#2790039223 and all exhibits and attachments thereto (the "Grant Contract"). These funds will be used to enhance regional preparedness as outlined by the United States Department of Health and Human Services - Health Resources and Services Administration. Atrium wishes to disburse to Subcontractor a portion of such funds for disaster preparedness purposes and Subcontractor wishes to receive same and perform such disaster preparedness duties, as more particularly described in this Agreement.

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

1. **Grant/Term.** Provided Atrium receives the Grant funding from NCOEMS, Atrium shall sub-grant a total of \$3061.16 (the "Sub-Grant") of such Grant to Subcontractor for use solely as described in this Agreement and the Grant Contract. Such Sub-Grant shall be used by Subcontractor solely for disaster preparedness purposes as described in the Grant Contract during the term of the Grant Contract. Notwithstanding anything contained in this Agreement to the contrary, Atrium and Subcontractor hereby agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose as provided to Atrium from NCOEMS.

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

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

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

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

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

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

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

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

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

(e) Participate in a minimum of 50% of Metrolina Healthcare Preparedness Coalition meetings in grant year 2019-2020.

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

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

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

Item Description	Quantity	Unit Price	Total Cost
NRS Havoc Livery Helmet	12	35.96	431.52
Stearns SAR Flotation Vest	12	64.15	769.80
NRS Neko Blunt Knife, BLK	12	39.96	479.52
NRS NFPA Rescue Throw Bag	12	64.75	777.00
AmeriGlo Lightstick – Green, 12hr	24	1.20	28.80

NRS Purest Mesh Duffel Bag	12	39.96	479.52
Shipping	1	95.00	95.00
Total			3061.16

- (i) Submit all purchase invoice requests to Atrium by May 31, 2020.
- (j) Provide Sub-Grant related financial records and reports to Atrium, upon request.
- (k) Be compliant with all audit reporting requirements in the Grant Contract and under applicable laws.
- (l) Keep and maintain records of expenditures adequate to verify the use of Sub-Grant funds.
- (m) Uphold appropriate accounting standards. Misappropriation of Sub-Grant funds or unsatisfactory progress by Subcontractor, as determined by Atrium, may result in loss of funding.
- (n) Accept responsibility for equipment purchases in the event of an audit by the NCOEMS. Subcontractor will be responsible for producing the physical inventory of any equipment purchases upon request. If unable to do so, any action requested by the State, including the repayment of Sub-Grant funds, is the responsibility of Subcontractor.
- (o) Comply with all federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements.

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

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

If to Atrium: Atrium Health
Metrolina Healthcare Preparedness Coalition
3311-A Beam Road
Charlotte, NC 28217
Attention: Hannah Gompers
MHPC Healthcare Preparedness Coordinator

With copy to: Atrium Health
2709 Water Ridge Parkway, Suite 300
Charlotte, North Carolina 28217
SPA.GnC@atriumhealth.org
Attn: Grants and Contracts – Sponsored Programs Administration

If to Subcontractor: _____

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

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

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

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

11. Miscellaneous Provisions.

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

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

(c) If any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement.

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

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

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

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

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

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

[Signature page follows]

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

"Atrium"

**THE CHARLOTTE-MECKLENBURG HOSPITAL
AUTHORITY d/b/a ATRIUM HEALTH**

By: _____
Name: _____
Title: _____

"SUBCONTRACTOR"

Cleveland SMAT III Team

By: _____
Name: _____
Title: _____

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

E911 Communications: Budget Amendment (BNA#017)

Department: E911 Communications

Agenda Title: Budget Amendment (BNA#017)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA017_11.05.19.pdf	E911 Phone Sys:Budget Amendment (BNA#017)

BUDGET NEW - ORDINANCE AMENDMENT

BNA #

017

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:

Nov. 5, 2019

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 911 - Communications

DATE: 10/18/2019


Finance Director

Lorie Poston

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
026.454.5.211.00		Communications	Controlled Property	\$ 5,500.00	
026.454.4.991.00		Communications	Appropriated Fund Bal	\$ 5,500.00	

Explanation of Revisions:

Budgeted funds were needed during recent 911 phone upgrade to replace phone monitors not compatible with new equipment. Additional funds needed to replace 24x7 heavy duty chairs for 911 center. Funding source: SoNC 911 Board (eligible expense)

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

Phyllis Nowlen, Clerk to the Board

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

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



MOBILE COMMUNICATIONS AMERICA, INC.
4800 REAGAN DR
CHARLOTTE, NC 28206
Phone: 704-597-5220
Fax:

QUOTATION

Page 1

444000216

Bill To:
COUNTY OF CLEVELAND
VRF FINANCE DEPT
PO BOX 1210
SHELBY, NC 28151-1210

Ship To:
CLEVELAND COUNTY

100 JUSTICE PL
SHELBY, NC 28150-4638

Date: 10/21/2019		Customer Rep: Bruce Williams		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended
2	*MISC-NONSTOCK	Concept Seating Model 3142R1- with alternative leather cover cover material and swing arms, standard base	EA	1,405.00	2,810.00
1	S&H	SHIPPING/ HANDLING	EA	225.00	225.00

Quote valid for 30 days from date above

Please contact customer representative by phone or email with any questions:

Customer Rep: Bruce Williams

Phone #:

Email: brucewilliams@callmc.com

Subtotal :	\$3,035.00
Tax :	\$204.86
Total Quote :	\$3,239.86

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

TERMS

THESE TERMS AND CONDITIONS APPLY TO ALL TRANSACTIONS. LEASES, CONDITIONAL SALES, CHATTEL MORTGAGES, RETAIL INSTALLMENT CONTRACTS, AND RENTAL AGREEMENTS MAY CONTAIN APPLICABLE TERMS AND CONDITIONS PRINTED THEREI

1. **ACCEPTANCE.** This document is an offer by the Buyer, which will become a contract when acknowledged in writing by Mobile Communications America and the banking negotiation or other use of the down payment shall not constitute an acceptance hereof by Mobile Communications America (Seller hereinafter). It is agreed that sales are made only on the terms and conditions herein. Seller shall not be bound by terms and conditions in Buyer's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of or payment for purchases hereunder shall constitute an acceptance of these terms and conditions. Any contract evidenced by this document is assigned to Mobile Communications America.
2. **DEFINITIONS.** All references to Seller herein shall mean Mobile Communications America, and all references to Buyer shall mean the Customer named in the attached document.
3. **SHIPPING AND HANDLING.** Shipping and Handling charges when shown separately in the attached document include (prepaid) domestic surface and airfreight which will be included on the invoice (e.g., UPS, Parcel Post, Common Carrier). Freight charges are subject to frequent changes and in considerations of Seller's agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that Seller will not have to provide Buyer with any copies of carrier freight bills
4. **DELIVERY AND TITLE.** Unless otherwise stated on the attached form, all deliveries are FOB Seller's business location. Shipping and delivery dates are best estimates only. Seller reserves the right to make deliveries in installments and the contract will be severable as to such installments. Delivery delay or default of any installment shall not relieve the Buyer of its obligation to accept and to pay for remaining deliveries. Claim for shipment shortage shall be deemed waived unless presented to Mobile Communications America in writing within forty-five (45) days of delivery of each shipment. **IN NO EVENT SHALL MOBILE COMMUNICATIONS AMERICA BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS OR GOOD WILL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES** due to late or non-delivery of products. Title to products sold shall pass to Buyer at the FOB point. Seller shall retain a security interest and the right of possession in the products until Buyer makes full payment. Buyer agrees to cooperate in whatever manner necessary to assist Seller in perfection on said security interest upon request.
5. **COMMERCIAL WARRANTY.** Mobile Communications America provides no warranty for products sold unless otherwise noted in writing on the attached form. Manufacturers of products sold provide warranties of varying periods and coverage. Written copies of manufacturer's warranties are available upon request.
6. **EQUIPMENT PERFORMANCE.** Because each radio system is unique, Seller disclaims liability for range, coverage, or operation of the system as a whole except by a separate written agreement by an officer of the Seller.
7. **PAYMENT.** The Buyer shall make payment in accordance with the terms stated on the attached document at Mobile Communications America, P.O. Box 37904, Dept. #125, Charlotte, NC, 28237-7904 or at such other place as Mobile Communications America may designate. Payment shall be made upon delivery unless stated otherwise on the attached document.
8. **TAXES.** Except for the amount, if any, of state and local tax stated on the attached document, the prices set forth herein are exclusive of any amount for Federal, State, and/or local excise, sales, use, property, retailer's occupation, or similar taxes. If any such excluded tax is determined to be applicable to this transaction or if Seller is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and the Buyer shall pay to the Seller the full amount of any such increase no later than ten (10) days after receipt of an invoice therefore.
9. **TERMINATION AND CANCELLATION**
 - A. Seller shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, acts of God, acts of the Buyer, interruptions of transportation or inability to obtain labor, materials, or facilities, default of any supplier, or delays in FCC frequency authorization or license grant. The delivery schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any contract without liability to the Buyer.
 - B. Buyer may by written notice to Seller within fifteen (15) days of the date hereof cancel any contract arising hereunder, for other than the default of the Seller and at Seller's convenience, in which event Buyer shall pay Seller twenty percent (20%) of the total price of all products and accessories listed on the attached document as a restocking charge.
10. **TECHNICAL ASSISTANCE.** Warranties shall not be enlarged and no obligation or liability shall arise out of Seller's rendering of technical advice, facilities, or service in connection with Buyer's purchase of the products furnished.
11. **FCC MATTERS.** The Buyer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) and for complying with FCC rules and with the rules and regulations of any other federal, state, or local regulatory agency. Neither Seller nor any of its employees is an agent or representative of the Buyer in FCC matters or otherwise. Seller, however, may assist in the preparation of the license application.
12. **CONTROLLING LAW.** This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of North Carolina.
13. **FINAL ACCEPTANCE.** Failure to make a claim within five (5) days after receipt of each product covered hereby shall constitute an irrevocable acceptance thereof.
14. **LIMITATION OF LIABILITY.** Seller's total liability is limited to the total price of the products sold hereunder. Buyer's sole remedy is to request Seller at Seller's option to either refund the purchase price, or to repair or replace products that are not as warranted. In no event will Seller be liable for incidental or consequential damages. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon open account.
15. **WAIVER.** The failure of Seller to insist in any one or more instances, upon the performance of the terms, covenants, or conditions herein, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or conditions or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in force and effect.
16. **GENERAL**
 - A. Buyer acknowledges that it has read and understands these terms and conditions and agrees to be bound by them, that it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.
 - B. No modification hereof shall be binding upon Seller unless such modification is in writing signed by a duly authorized representative of Seller.
 - C. If any part is contrary to, prohibited by, or deemed invalid under the applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IMPORTANT

DIRECT INQUIRIES ABOUT THIS PROPOSAL/ORDER TO MOBILE COMMUNICATIONS AMERICA AT 4800 REAGAN DR., CHARLOTTE, NC 28206.

PLEASE SPECIFY SALES ORDER NUMBER

Proposal is valid for 30 days from date above.

20% Re-stocking Fee on All Returns

Delivery Lead Time Available Upon Request

Maintenance Contracts are Available

This Proposal is Subject to Mobile Communications America Standard Terms and Conditions (see attachment)

Thank You for Choosing Mobile Communications America!

Tonya Sigmon

From: Lorie Poston <Lorie.Poston@clevelandcounty.com>
Sent: Monday, October 21, 2019 12:07 PM
To: 'Stori McIntyre'
Cc: Tonya Sigmon
Subject: RE: Price Quote

Tonya,

We will only be ordering two at this time. We will need to order another before the end of the current BY so I didn't want to have to do another amendment.

Lorie Poston
911 Director
Cleveland County Communications
100 Justice Place, Shelby, NC 28150
O: (704) 484-4882
www.clevelandcounty.com



From: Stori McIntyre [mailto:Stori.McIntyre@clevelandcounty.com]
Sent: Monday, October 21, 2019 12:05 PM
To: 'Lorie Poston' <Lorie.Poston@clevelandcounty.com>
Cc: 'Tonya Sigmon' <Tonya.Sigmon@clevelandcountync.gov>
Subject: RE: Price Quote

Tonya,

Here is the quote from the chair vendor. We only need 2 chairs right this minute.

Stori McIntyre
Assistant Director
Cleveland County Communications
100 Justice Place, Shelby, NC 28150
O: (704) 484-4875
www.clevelandcounty.com

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Road Abandonment - Banks Road

Department: Planning Department

Agenda Title: Request to Set Public Hearing for Abandonment of Banks Road

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> StaffReport.pdf	Staff Report
<input type="checkbox"/> Resolution_of_Intent-NCDOT.pdf	Resolution of Intent
<input type="checkbox"/> Banks_Road_Abandonment_Aerial_Map.pdf	Aerial Map

STAFF REPORT

To: County Commissioners

Date: October 28, 2019

From: Chris Martin, Senior Planner

Subject: Abandon Public Right-of-Way

Summary Statement: Southern Power Company has requested that Banks Road be abandoned. The road is surrounded by parcels owned by Southern Power Company.

In 2010 the Board of Commissioners approved a resolution to abandon a 0.13 acre section of Banks Road further south. Since that time Southern Power has acquired all the property around Banks Road and is asking to close the road. If approved the abandonment will allow surrounding property owners to add this back to their respective parcels.

In accordance with GS153A-241, the following steps are required to abandon a public right of way:

Board of Commissioners

- | | |
|---|-------------------------------|
| • Adopt a Resolution of Intent | November 5, 2019 |
| • Advertise once per week for 3 weeks | November 15, 22, and 29, 2019 |
| • Mail notices to each property owner | November 15, 2019 |
| • Post notice at two locations along the road | November 15, 2019 |

Public Hearing

- | | |
|---|------------------|
| • Adopt Final Resolution | December 3, 2019 |
| • Aggrieved parties have 30 days to appeal | January 4, 2020 |
| • Final Resolution filed with Register of Deeds | January 5, 2020 |

Pros:

Cons:

Fiscal Impact:

Recommendation:

Resolution

Intent to Abandon Public Right-Of-Way Banks Road

WHEREAS, Southern Power Company is requesting the abandonment of the public right-of-way of Banks Road (approximately 0.2 of a mile);

NOW THEREFORE BE IT RESOLVED THAT, in accordance with the mandates of NCGS 153A-241, the Cleveland County Board of Commissioners do hereby call for a public hearing regarding the proposed abandonment of a portion of Banks Road, to hear all interested persons on ***Tuesday, December 3, 2019 at 6:00 pm*** in the Commissioners Chamber, Cleveland County Administrative Building, 311 E. Marion Street, Shelby, North Carolina.

Adopted this the 5th day of November, 2019.

Susan Allen, Chair
Cleveland County Board of Commissioners

Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners



Banks Road Abandonment

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Road Abandonment - Princess Lane

Department: Planning Department

Agenda Title: Request to Set Public Hearing for Abandonment of a Portion of Princess Lane

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> StaffReport.pdf	Staff Report
<input type="checkbox"/> Princess_Lane_Abandonment_Aerial_Map.pdf	Aerial map
<input type="checkbox"/> Resolution_of_Intent-NCDOT.pdf	Resolution of Intent

STAFF REPORT

To: County Commissioners

From: Chris Martin, Senior Planner

Subject: Abandon Public Right-of-Way

Date: October 28, 2019

Summary Statement: Stephen Fisher has requested that an unpaved right-of-way, a portion of Princess Lane, be abandoned. The road is adjoined by vacant parcels, most of which are owned by Mr. Fisher. If approved the abandonment will allow surrounding property owners to add this back to their respective parcels.

In accordance with GS153A-241, the following steps are required to abandon a public right of way:

Board of Commissioners

- Adopt a Resolution of Intent November 5
- Advertise once per week for 3 weeks November 15, 22, 29
- Mail notices to each property owner November 15
- Post notice at two locations along the road November 15

Public Hearing

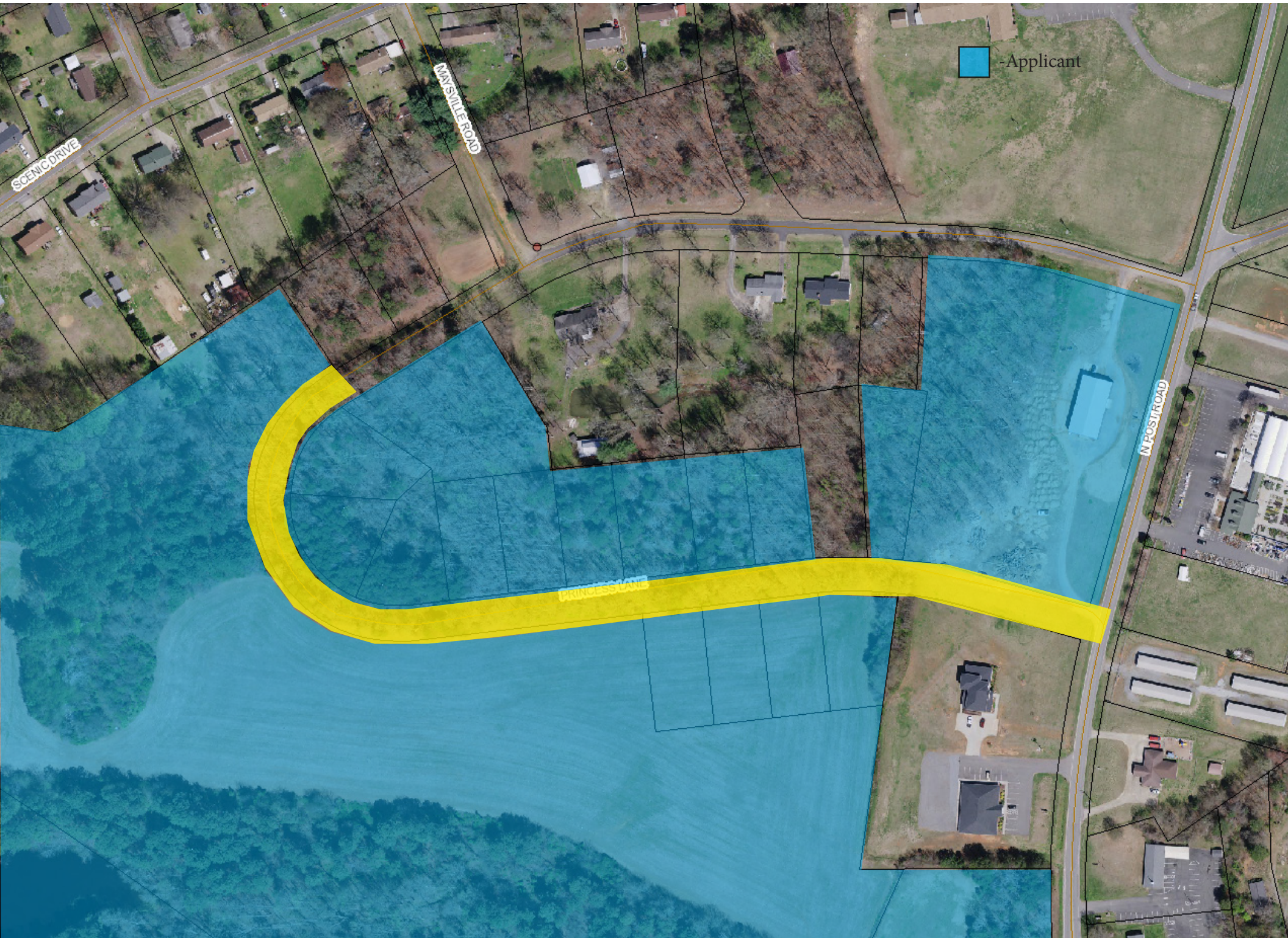
- Adopt Final Resolution December 3, 2019
- Aggrieved parties have 30 days to appeal January 4, 2020
- Final Resolution filed with Register of Deeds January 5, 2020

Pros: Eliminates an unpaved, non-maintained, right-of-way from public record

Cons: None, if all parties with interest support closing the r-o-w

Fiscal Impact: None

Princess Lane Road Abandonment



Resolution

Intent to Abandon Right-Of-Way Princess Lane

WHEREAS, Stephen Fisher is requesting the abandonment of a portion of the right-of-way of Princess Lane;

NOW THEREFORE BE IT RESOLVED THAT, in accordance with the mandates of NCGS 153A-241, the Cleveland County Board of Commissioners do hereby call for a public hearing regarding the proposed abandonment of a portion of Princess Lane, to hear all interested persons on ***Tuesday, December 3, 2019 at 6:00 pm*** in the Commissioners Chamber, Cleveland County Administrative Building, 311 E. Marion Street, Shelby, North Carolina.

Adopted this the 5th day of November, 2019.

Susan Allen, Chair
Cleveland County Board of Commissioners

Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Road Abandonment - Robyn Avenue

Department: Planning Department

Agenda Title: Request to Set Public Hearing for Abandonment of Robyn Avenue

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> StaffReport.pdf	Staff Report
<input type="checkbox"/> Resolution_of_Intent-NCDOT.pdf	Resolution of Intent
<input type="checkbox"/> Robyn_Avenue_Abandonment_Aerial_Map.pdf	Aerial Map

STAFF REPORT

To: County Commissioners

From: Chris Martin, Senior Planner

Subject: Abandon Public Right-of-Way

Date: October 28, 2019

Summary Statement: Carlos Clark has requested that a portion of the Robyn Avenue right-of-way be abandoned. The road is surrounded by 3 residential parcels, including one owned by Mr. Clark. If approved the abandonment will allow surrounding property owners to add this back to their respective parcels.

In accordance with GS153A-241, the following steps are required to abandon a public right of way:

Board of Commissioners

- Adopt a Resolution of Intent November 5
- Advertise once per week for 3 weeks November 15, 22, 29
- Mail notices to each property owner November 15
- Post notice at two locations along the road November 15

Public Hearing

- Adopt Final Resolution December 3, 2019
- Aggrieved parties have 30 days to appeal January 4, 2020
- Final Resolution filed with Register of Deeds January 5, 2020

Pros: Eliminates a non-maintained right-of-way from public record, and turns it over to the adjoining property owners.

Cons: None, if all parties of interest support

Fiscal Impact: None

Resolution

Intent to Abandon Right-Of-Way Robyn Avenue

WHEREAS, Carlos Clark is requesting the abandonment of a portion of the right-of-way of Robyn Avenue;

NOW THEREFORE BE IT RESOLVED THAT, in accordance with the mandates of NCGS 153A-241, the Cleveland County Board of Commissioners do hereby call for a public hearing regarding the proposed abandonment of a portion of Robyn Avenue, to hear all interested persons on ***Tuesday, December 3, 2019 at 6:00 pm*** in the Commissioners Chamber, Cleveland County Administrative Building, 311 E. Marion Street, Shelby, North Carolina.

Adopted this the 5th day of November, 2019.

Susan Allen, Chair
Cleveland County Board of Commissioners

Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners



Robyn Avenue Abandonment

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Appointment of Review Officer

Department: Planning Department
Agenda Title: Appointment of Review Officer
Agenda Summary:
Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report.pdf	Staff Report

STAFF REPORT

To: County Commissioners

Meeting Date: October 28, 2019

From: Chris Martin, Senior Planner

Subject: Appointment of new review officer

Summary Statement: The Board is requested to update the roster of designated Review Officers to reflect the addition of Henry Earle.

Review: North Carolina General Statute 47-30.2 requires that the Board of Commissioners designate one or more persons experienced in mapping or land records management as a Review Officer. The designated Officer will review each map and plat (when required) to certify compliance with all statutory requirements for recording.

Currently, Ronald Jordan, Jan Devinney, and Donna Mellon serve as Review Officers. Henry Earle has requested to be approved as a review officer so there is a review officer at the Planning office location on Fallston Road.

Pros:

- Designates a review officer stationed at the Fallston Road county office.

Cons:

- None

Fiscal Impact: None

Recommendation: Designate Henry Earle as Review Officer.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Animal Services Ordinance Modification

Department: Legal

Agenda Title: Animal Services Ordinance Modification

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Animal_Ordinance_Modification.pdf	Animal Services Ordinance Modification

STAFF REPORT

To: Cleveland County Board of Commissioners

Date: October 28, 2019

From: Elliot Engstrom, Deputy County Attorney

Subject: Technical Changes to Code of Ordinances

Review:

Animal services has been removed from the health department to become a standalone department subject to the supervision of the County Manager like most other county departments. This occurred via the passage of an ordinance on September 17, 2019. Certain additional technical changes to the code of ordinances must be made in order to facilitate this change. These technical changes all involve either (1) changing the term “animal control officer” to “animal services director” or (2) changing the term “animal services appeals board” to “animal services advisory and appeals board.”

Because this technical amendment has the effect of an ordinance, it must, per G.S. § 153A-45, receive the approval of all of the members of the board of commissioners.

Attachment:

- Proposed technical amendment to Cleveland County Code of Ordinances.

Action Requested

- Adopt the technical amendment to the Code of Ordinances by a unanimous vote of all members.

###

**AN ORDINANCE MAKING CERTAIN TECHNICAL CHANGES TO CHAPTER 3 OF
THE CLEVELAND COUNTY CODE OF ORDINANCES**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CLEVELAND IN REGULAR SESSION ASSEMBLED:

The following changes are hereby made to Chapter 3 of the Cleveland County Code of Ordinances. These changes shall be deemed effective as of September 17, 2019 and shall be considered a part of the same ordinance that was passed on that date.

Additions are indicated by text underlined in blue; deletions are indicated ~~by text struck through in red.~~

Sec. 3-3. - Same—Powers and duties.

- (b) h. . . . animal ~~control officer~~services director will revisit the . . .
- (c) The animal ~~control officer~~services director shall at all times . . .

Sec. 3-8. - Confinement and control of nondomestic animals.

- (b) . . . may be confiscated by ~~an~~the animal ~~control officer~~services director and harbored . . .

Sec. 3-18. - Impoundment.

... by the animal ~~control officer~~services director.

Sec. 3-34. - Imposition of penalties for violations of ordinance.

- (b) . . . by the animal ~~control officer~~services director.
- (c) . . . by the animal ~~control officer~~services director.

Sec. 3-35. - Appeals.

- (c) . . . The animal services advisory and appeals board shall hold a hearing . . .
- (d) . . . decision of the animal services advisory and appeals board under this chapter . . . of the animal services advisory and appeals board . . . may affirm, modify or reverse the decision of the animal services advisory and appeals board.

Sec. 3-41. - Impoundment; disposition of impounded animals.

- (a) . . . and impounded by the animal ~~control officer~~services director for the protection . . . then the animal ~~control officer~~services director may impound . . .
- (b) . . . shall be notified by the animal ~~control officer~~services director in person or by certified mail.
- (c) . . . the animal ~~control officer~~services director can immediately destroy . . .
- (d) . . . if the person can satisfy the ~~chief animal control officer~~animal services director that a safe transfer . . .

(e) . . . at the discretion of the animal ~~control officer~~services director.

These changes are deemed effective as of September 17, 2019.

By: _____

Name: Susan K. Allen

Title: Chairman, Cleveland County Board of Commissioners

This the _____ day of _____, 2019

Attest: _____

Name: Phyllis Nowlen

Title: Clerk to the Cleveland County Board of Commissioners

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Planning Department: Text Amendment Case 19-06 Garages and Carports

Department:

Agenda Title: Planning Department: Text Amendment Case 19-06: Garages and Carports

Agenda Summary: Chris Martin, Senior Planner

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 19-06_Staff_Report_November_2019.pdf	Staff Report
<input type="checkbox"/> Section_12-138_Accessory_building_update_draft_for_garages_and_carports_for_case_19-06.pdf	Language
<input type="checkbox"/> Case_19-06_Aerial_Image.pdf	Aerial Image



STAFF REPORT

To: The Cleveland County Planning Board

From: Chris Martin, Senior Planner

Date: September 25, 2019

Subject: Case 19-06 Detached Garage and Carport locations

Summary Statement: The Planning Board is recommending approval of a code amendment regarding the required placement of detached garages and carports on residential lots. Sections 12-21, 12-138, and 12-174 of the Development Code would be amended.

Review: Currently, our Code requires that residential accessory buildings **not** be located in any front yard, per section 12-138 and 12-174. Detached garages and carports are considered accessory buildings, per section 12-21.

The Board of Commissioners requested that the Planning Board evaluate our ordinance and recommend any standards that could allow garages and carports in the front portion of a residential property, while still being compatible with the surrounding properties. The Planning Board met several times and voted 5-2 to approve the recommended code changes included with this report.

Planning Board Recommendation

- Approve with the following standards:
 - No larger than 50% of square footage of home
 - 100 feet setback from road right-of-way
 - No more than one garage allowed in front-side yard
 - Only garages and carports used for operable vehicles allowed in front-side yard

Pros

- Allows for greater flexibility of placement for garages/carports on residential lots
- Addresses a common request asked of the Planning Department

Cons

- Without proper standards, front yard garages could be incompatible with the surrounding neighborhood

Proposed Text Amendment Allowing Detached Garages/Carports within the Front-Side Yard of Residential Lots

Sec. 12-138. - Location of accessory buildings on residential lots.

- (a) On any residential lot, accessory buildings and structures shall not be located in any front yard required for principal buildings, shall not cover more than thirty (30) percent of any rear yard required for the principal building, and shall be at least twenty (20) feet from any building used for human habitation on adjoining lots. **Exceptions to this rule include detached garages and carports, used for operable tagged cars, which are allowed within the front side yard of any principal dwelling, under the following conditions:**
 - 1. Garages and/or carports may be no larger than 50% of the square footage of the principal building's footprint.**
 - 2. The garage or carport shall observe a minimum setback of one hundred (100) feet from the street right-of-way and shall observe all other principal dwelling setbacks, as stated in 12-173.**
 - 3. Only one (1) garage or carport may be placed in the front side yard per parcel.**
- (b) Accessory buildings designed or used for human habitation as may be permitted by this chapter shall be located no closer to the principal building than thirty (30) feet and shall meet the side yard requirements for the district in which located.
- (c) A double garage, one-half (½) of which would be located on each of two (2) lots, shall be permitted in any residential district, provided a written request signed by both parties is submitted with the building permit application.
- (d) On any lot or tract in the RA district, accessory buildings and structures shall be at least twenty (20) feet from any building used for human habitation on adjoining lots.
- (e) Outdoor swimming pools shall be protected by a fence or equal enclosure, a minimum of four (4) feet in height, equipped with a self-locking and positive self-latching gate provided with hardware for permanent locking. This enclosure is intended to protect against potential drowning by restricting access to swimming pools.
- (f) See also section 12-174, accessory building setback requirements.

Sec. 12-174. - Accessory building setback requirements.

Accessory buildings in the R, RM, and RR districts shall meet a setback requirement of at least five (5) feet. Accessory buildings located in the RA district shall meet a setback requirement of at least ten (10) feet. These structures shall not be located in any front ~~or side~~ yard, **except in compliance with section 12-138(a)**, and shall not cover more than thirty (30) percent of the rear yard.

See also section 12-138, location of accessory buildings on residential lots.

Sec. 12-21. - Definitions of basic terms.

- ***Carport:*** a shelter for a motor vehicle, or motor vehicles, consisting of a roof supported on posts.
- ***Front Side Yard:*** The area of a lot located between the front plane of a primary structure and the road right of way, while also being between either side plane of the primary structure and the corresponding side property line. See illustration in section 12-138.
- ***Garage:*** a building, with a large door opening to the outside, used for parking and/or storing motor vehicles.

**Location for Detached Garages and/or Carports in Front Side Yards
Per Section 12-138 of the Cleveland County Unified Development Code**



COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Board of Health

Department:

Agenda Title: Board of Health

Agenda Summary: Elliot Engstrom, Deputy County Attorney

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Resolution_22-2019.pdf	Board of Health



Resolution

Number 22-2019

RESOLUTION ABOLISHING THE CLEVELAND COUNTY BOARD OF HEALTH
AND ASSUMING AND CONFERRING UPON THE CLEVELAND COUNTY
BOARD OF COMMISSIONERS ALL POWERS, RESPONSIBILITIES, AND DUTIES
OF THE CLEVELAND COUNTY BOARD OF HEALTH PURSUANT
TO N.C.G.S. §§ 153A-76 AND 153A-77(a)

WHEREAS, N.C.G.S. §§ 153A-76 and 153A-77 set out the authority of county boards of commissioners over county commissions, boards, and agencies; and

WHEREAS, N.C.G.S. § 153A-77(a) authorizes a county board of commissioners to assume direct control over any activities theretofore conducted by or through any county commission, board, or agency, including the board of health, by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities, and duties of such commission, board, or agency; and

WHEREAS, the Cleveland County Board of Commissioners (the “Board of Commissioners”) states its intention to abolish the Cleveland County Board of Health (the “Board of Health”) and to assume and confer upon the Board of Commissioners all powers, responsibilities, and duties of the Board of Health; and

WHEREAS, the Board of Commissioners may only exercise this power and authority conferred by statute after a public hearing held by said Board pursuant to thirty (30) days’ notice of said public hearing given in a newspaper having general circulation in Cleveland County; and

WHEREAS, a Notice of Public Hearing in this matter was published on September 27, 2019 in the Shelby Star, a newspaper having general circulation in Cleveland County; and

WHEREAS, said public hearing was held at a regular meeting of the Board of Commissioners on November 5th, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Cleveland County Board of Commissioners, pursuant to N.C.G.S. §§ 153A-76 and 153A-77(a), does hereby abolish the Board of Health and assume and confer upon the Board of Commissioners all powers, responsibilities, and duties of the Board of Health, effective as of the date hereof

Adopted this 5th day of November, 2019.

[County Seal]

By: _____
Susan K. Allen
Chairman, Cleveland County Board of Commissioners

Attest: _____
Phyllis Nowlen
Clerk to the Board

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Creation of Cleveland County Public Health Board

Department:

Agenda Title: Creation of Board of Health Advisory Board

Agenda Summary: Elliot Engstrom, Deputy County Attorney

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Resolution_23-2019.pdf	Resolution 23-2019
<input type="checkbox"/> Public_Health_Board_Bylaws.pdf	Public Health Board Bylaws



Resolution

NUMBER 23-2019

RESOLUTION CREATING CLEVELAND COUNTY PUBLIC HEALTH BOARD (G.S. 153A-76; G.S. 153A-77(a))

WHEREAS, N.C.G.S. § 153A-76 authorizes the Board of Commissioners to generally organize county government in order to promote the orderly and efficient administration of county affairs; and

WHEREAS, the Board of Commissioners has, following a properly noticed public hearing, assumed direct control over all activities heretofore conducted by and through the Board of Health N.C.G.S. § 153A-77(a); and

WHEREAS, N.C.G.S. § 153A-77(a) further requires that a board of commissioners that has assumed direct control of a local board of health after January 1, 2012 appoint an advisory committee consistent with the membership described in N.C.G.S. § 130A-35, that membership being one physician licensed to practice medicine in this State, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one county commissioner, one professional engineer, and three representatives of the general public; and

WHEREAS, it is critical that the Board of Commissioners have the advice and counsel of public health leaders in the community on issues that impact public health; and

WHEREAS, the Board of Commissioners is convened in a regular meeting;

THEREFORE, THE BOARD OF COMMISSIONERS OF CLEVELAND COUNTY RESOLVES THAT:

1. There is hereby created a Cleveland County Public Health Board, the membership of which shall comply with the requirements of N.C.G.S. § 130A-35, that shall advise the Board of Commissioners on public health policies, rules, and issues; and
2. The initial members of the Cleveland County Public Health Board shall be the members of the preexisting Board of Health, who are hereby appointed to serve out their preexisting terms and positions; and
3. The Cleveland County Public Health Board shall operate pursuant to the bylaws that are attached to this resolution.

Adopted this 5th day of November, 2019.

[County Seal]

By: _____
Susan K. Allen
Chairman, Cleveland County Board of Commissioners

Attest: _____
Phyllis Nowlen
Clerk to the Board

CLEVELAND COUNTY PUBLIC HEALTH BOARD BYLAWS

I. DEFINITIONS

- a. **“Board”** refers to the Cleveland County Public Health Board.
- b. **“Board of Commissioners”** refers to the Cleveland County Board of Commissioners.
- c. **“Commissioner”** or **“commissioners”** refers to a member or members of the Cleveland County Board of Commissioners.
- d. **“County”** or **“the County”** refers to Cleveland County, North Carolina.
- e. **“Member”** or **“members”** refers to a member of the Cleveland County Public Health Board.
- f. **“Clerk”** refers to the person who occupies the role of Clerk to the Board of Commissioners as defined by N.C.G.S. § 153A-111.

II. MEMBERS

- a. There shall be eleven (11) members of the Board who shall be appointed by the Board of Commissioners. Members of the Board shall receive a stipend of twenty dollars (\$20.00) per meeting. The Board’s initial members shall be those provided for in Section IV of these bylaws.
- b. The composition of the Board shall reasonably reflect the population makeup of the County and shall include: one physician licensed to practice medicine in North Carolina, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one commissioner, one professional engineer, and three representatives of the general public. Except as otherwise provided in these bylaws, all members shall be residents of the County. If there is not a licensed physician, a licensed dentist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer available for appointment, an additional representative of the public shall be appointed. If however, one of the designated professions has only one person residing in the County, the Board of Commissioners shall have the option of appointing that member or a member of the general public. In the event a licensed optometrist who is a resident of the County is not available for appointment, then the commissioners shall have the option of appointing either a licensed optometrist who is a resident of another county or a

member of the general public.

III. TERMS

- a. Except as otherwise provided in this Section III or Section IV below, members of the Board shall serve three-year terms. No member may serve more than three consecutive three-year terms unless the member is the only person residing in the County who represents one of the professions designated in Section II above. The commissioner member shall serve only as long as the member is a commissioner. When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist, or a nonresident licensed optometrist as authorized by Section II above, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer, that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer becomes available for appointment. In order to establish a uniform staggered term structure of the Board, a member may be appointed for less than a three-year term.
- b. Vacancies shall be filled for any unexpired portion of a term.

IV. INITIAL MEMBERS

There shall be eleven (11) initial members of the Board whose initial terms shall be as follows:

<u>Member</u>	<u>Name</u>	<u>Term Expiration Date</u>
Optometrist	Cameron Street Hamrick, O.D.	12/31/19
Registered Nurse	Dianne Sanders, R.N.	12/31/19
County Commissioner	Ronnie Whetstone	12/31/21
Physician	Elizabeth Kathleen Borders, M.D.	12/31/19
Dentist	Sara Karner, D.D.S.	12/31/19
Public Citizen	Robert Miller	12/31/21
Pharmacist	James S. "Stan" Pitts, R.Ph.	12/31/21
Professional Engineer	Kale Meade, P.E.	12/31/21
Public Citizen	Tom Spurling	12/31/20
Public Citizen	Randal "Randy" H. Sweeting	12/31/20
Veterinarian	Deanna Moseley Lawrence, D.V.M.	12/31/21

V. OFFICERS

- a. A chairperson and vice-chairperson shall be elected annually by the

Board. The initial chairperson shall be Tom Spurling, who shall serve in that role at least until 12/31/19. The initial vice-chairperson shall be Elizabeth K. Borders, who shall serve in that role at least until 12/31/19.

- b. The County Health Director shall serve as secretary to the Board in a similar role to that contemplated by N.C.G.S. § 130A-35(e).

VI. MEETINGS

- a. **Parliamentary Procedure:** In all matters not otherwise inconsistent with these Bylaws, Roberts Rules of Order shall govern meetings of the Board. However, the Board may adopt its own rules of procedure so long as such rules do not conflict with any state or County law, rule, or resolution.
- b. **Regular Meetings:** Will be held the second Tuesday of each month at 6 p.m. at the Cleveland County Health Department unless the Board properly notices a different meeting schedule. All meeting notices shall comply with N.C.G.S. § 143-318.12.
- c. **Quorum:** A majority of the members shall constitute a quorum.
- d. **Minutes:** Shall be kept for each meeting. Previous meeting minutes shall be emailed or mailed to Board members prior to the next regular meeting. Copies of minutes shall be provided to the Clerk.
- e. **Agenda:** For forthcoming meetings, the agenda will be provided in time to allow members to prepare for those meetings. Copies of the agenda will be provided to the Clerk.
- f. **Vote:** No member shall vote for, on behalf of, or in any way exercise the vote of another member. A member who is present at a meeting but fails to vote on any matter shall have his or her vote recorded as an affirmative vote unless he or she is excused from voting by a majority of the remaining members present.
- g. **Closed Session:** May be called in accordance with N.C.G.S. § 143-318.11.
- h. **Special Meetings:** May be called at any time by the Chair, or at the request of a simple majority of the authorized membership of the Board, or at the request of the Board of Commissioners. All meetings shall be called in accordance with N.C.G.S. § 143-318.12.

VII. CONFLICT OF INTEREST

No member of the Board shall vote on a question in which he or she has any personal or

financial interest. The member shall declare that he or she has a conflict and shall not participate in the deliberations or be considered as a part of the necessary quorum. A question regarding whether a matter involves a conflict of interest shall be resolved by the Board.

VIII. AMENDMENTS

These bylaws may be amended by a vote of the majority of the Board to the extent that such amendment does not conflict with any state or County law, rule, or resolution.

IX. ADOPTION

These bylaws of the Board were adopted by the Board of Commissioners at its regular meeting on November 5, 2019.

###

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Adjourn

Department:

Agenda Title: The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, November 19, 2019 at 6:00pm in the Commissioners Chamber.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available