

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

September 17, 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 July 2 and August 6, 2019 Regular

- Commissioners Meeting
- B. **Tax** August 2019 Collection Report
 Administration
- C. **Tax** August 2019 Abatements and Supplements
 Administration
- D. **Health** Budget Amendment (BNA#010)
 Department
- E. **Health** Budget Amendment (BNA#011)
 Department
- F. **Sheriff's** Budget Amendment (BNA#012)
 Department
- G. **Legal** Birdseye Energy Easement
- H. **Legal** Cancellation of Judgment
- I. **Commissioners** Set Public Hearing for Cleveland County Health Department
 Advisory Board
- J. **Human** Appendix E. Pay Plan of Office of Cleveland County Sheriff's
 Resources Policy

REGULAR AGENDA

4. Rules of Procedure
 Elliot Engstrom, Deputy County Attorney
5. Real Property Transaction Plato Lee Road
 Greg Pering, County Engineer
6. Animal Services Ordinance
 Elliot Engstrom, Deputy County Attorney

COMMISSIONER REPORTS

ADJOURN

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, October 1, 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 July 2 and August 6, 2019 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 07-02-2019_Minutes.pdf	07022019 Minutes
<input type="checkbox"/> 08-06-2019_Minutes.pdf	08062019 Minutes

Cleveland County Board of Commissioners
July 2, 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
Chris Green, Tax Administrator
Elliot Engstrom, Senior Staff Attorney
Allison Mauney, Human Resources Director
Lorie Poston, E-911 Communications Director
Ryan Wilmoth, Emergency Medical Services Director
Daryl Sando, Electronic Maintenance Director
Marty Gold, Information Technology Director
Katie Swanson, Social Services Director
Scott Bowman, Maintenance Director
Greg Traywick, Agriculture Extension Director
Lucas Jackson, Finance Director

CALL TO ORDER

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

AGENDA ADOPTION

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

CITIZEN RECOGNITION

No one registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the ***April 16, 2019 regular meeting***, in Board Members packets.

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

SOCIAL SERVICES: COMMUNITY CARE (N3CN) AGREEMENT

The Department of Social Services has requested access to information maintained by North Carolina Community Care Networks, Inc. (“N3CN”). N3CN provides a data platform to facilitate the access, use, maintenance, storage, and transfer of Protected Health Information (“PHI”) and other data relating to the County’s involvement in care management and provider services administered by N3CN. However, N3CN can only provide access to this data if those requesting it have signed a participation agreement.

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges and

unanimously approved by the Board to, *approve the North Carolina Community Care Networks, Inc. agreement.*

NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the “Agreement”) will be effective when signed by the named Participant below (the “Effective Date”) and is made and entered into by and between **NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.**, a North Carolina nonprofit corporation (“N3CN”) and the **Participant** named herein below (“Participant”), on behalf of itself and any Participating Entities for whom Participant has the authority to bind to this Agreement. N3CN and Participant are individually a “Party”, and collectively, the “Parties”.

Cleveland County Department of Social Services

Legal Name of Participant

130 S. Post Road

Shelby, NC 28152

Address of Participant

RECITALS

- A. N3CN provides a Data Platform to facilitate the access, use, maintenance, storage, and transfer of Protected Health Information (“PHI”) and other Data relating to Participant’s involvement in Care Management and Provider Services administered by N3CN.
- B. The Data originates from multiple sources such as the State, Participant, N3CN, and third parties.
- C. The form of this Agreement has been presented to and accepted by the State and is intended to be executed without material changes to its terms.
- D. The Parties wish to enter into this Agreement to set forth the permissions and obligations of the Parties related to access, use, maintenance, storage, and transfer of Data through the Data Platform.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is admitted and acknowledged by the Parties, and wishing to be legally bound, the Parties agree as follows:

- 1. **Supersedure.** This Agreement shall be deemed to and hereby does supersede and replace any prior or contemporaneous oral or written agreements and understandings between the Parties related to access, use, maintenance, storage, or transfer of Data between the Parties. Without limiting the foregoing, this Agreement specifically supersedes:
 - a. The *North Carolina Community Care Networks, Inc. Participation Agreement*;
 - b. The *Community Care of North Carolina, Inc. Participation Agreement*;
 - c. The *Contract to Participate in the Statewide Enhanced Primary Care Case Management Program*;
 - d. The *Technology Enabled Care Coordination Agreement*;
 - e. Any other prior agreements between the Parties controlling access to and protection of State-owned data.

- f. **Care Management.** “Care Management” refers to a broad array of healthcare-related activities including care coordination, care planning, case management, quality improvement, quality assessment, and population-based activities performed by a care manager or related position on behalf of Participants and Enrollees to promote better health outcomes at a reduced cost.
- g. **Confidential Information.** “Confidential Information” means any and all information of strategic or commercial value relating to a Party’s or any Affiliate’s business or operations that a Party discloses to the other Party and that is either (i) designated in writing as confidential or proprietary at the time of disclosure or in a reasonable period after disclosure, or (ii) should reasonably be regarded as confidential or proprietary given the nature and circumstances of its disclosure. All proprietary information is Confidential Information. All business information that derives value in not being generally known to the public, or which has the potential to cause reputational damage to a Party, is Confidential Information. This Agreement is Confidential Information.
- h. **Confidentiality Agreement.** “Confidentiality Agreement” means an agreement between Participant and its Authorized Users that establishes Permitted Uses and all restrictions and obligations related to the access, use, maintenance, storage, and transfer of the Data and the Confidential Information made available pursuant to this Agreement.
- i. **Covered Entity.** “Covered Entity” has the meaning ascribed to this term in **45 CFR §160.103**.
- j. **Data.** The “Data” means all PHI, IIHI, and PII accessed, used, maintained, stored, or transferred through the Data Platform or otherwise pursuant to this Agreement and *the 2019 Primary Care Case Management Agreement Between The North Carolina Department of Health and Human Services Department of Health Benefits and North Carolina Community Care Networks, Inc.* and any successor agreement between the State and N3CN authorizing use of State-owned data.
- k. **Data Breach.** “Data Breach” means an impermissible access, use, or disclosure of the Data that does or is likely to compromise the security or privacy of the Data. To be deemed likely to comprise the privacy or security of the Data, the unauthorized access, use, or disclosure must be determined to meet the following criteria: (i) The Data is clearly or likely to be identifiable to specific individuals; (ii) The person accessing, using, or disclosing the Data is acting in an unauthorized manner or outside the control of either Party and is likely to use the Data other than for a Permitted Purpose; (iii) The Data was actually acquired or viewed; and (iv) the risk of an unpermitted use or disclosure causing harm to either Party or to the specific individual identified has not been or cannot be mitigated.
- l. **Data Platform.** “Data Platform” means collectively the software, hardware, applications, systems, and other code and devices controlled, leased, or used by N3CN or any Affiliate to facilitate the acquisition, use, maintenance, storage, and transfer of Data between the Parties. The Data Platform also includes any backup systems and Data created and maintained to enable N3CN and Participant to recover from any event resulting in a loss of access to the Data Platform or the Data.
- m. **Enrollee.** “Enrollee” means a person identified by the State as eligible for Medicaid or Health Choice services.
- n. **Health Plan.** “Health Plan” has the meaning ascribed to this term in **45 C.F.R. §160.103**.

- 2. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into and made part of this Agreement.
- 3. **Rules of Construction.**
 - a. The words “include” and “including,” and all variations, will be deemed to be followed by the words “without limitation” and not deemed terms of limitation.
 - b. The word “and” includes the meaning of an alternative as well as the meaning of addition.
 - c. The word “or” includes the meaning of addition as well as the meaning of an alternative.
 - d. The word “any” includes the meaning of a singular item and the meaning of all items.
 - e. Sections and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.
 - f. The Parties waive any common law or statutory rule of construction which favors the non-writing Party, and the Parties agree that this Agreement, including all terms, conditions, and provisions, must be construed without regard to which Party wrote that term, condition, or provision.
 - g. References to Participant will be deemed to include reference to Participant’s Authorized Users unless the context requires otherwise.
- 4. **Definitions.** All capitalized terms will have the meaning defined herein below; any capitalized term not defined herein or elsewhere in this Agreement shall have the meaning defined in the HIPAA Regulations or, if not defined in the HIPAA Regulations, the term shall have the meaning ascribed to it by other Applicable Law.
 - a. **Affiliate.** “Affiliate” means any entity that owns, is owned by, or shares common ownership with, a Party.
 - b. **Applicable Law.** “Applicable Law” means all state and federal statutes and regulations governing the activities of N3CN and Participant in connection with their participation in programs administered by N3CN and governing the access, use, transmission, storage, and maintenance of PHI and other Personally Identifiable Information.
 - c. **Authorized User.** “Authorized User” means Participant’s employees, workforce members, and contractors who have been authorized by N3CN, or by Participant’s Site Administrator under N3CN’s then-current data use policy, to use the Data Platform for a Permitted Purpose and who have been assigned a user name and password to access the Data Platform. Authorized Users may only be Natural Persons.
 - d. **Business Associate.** “Business Associate” has the meaning ascribed to this term in **45 CFR §160.103**.
 - e. **Business Associate Agreement (“BAA”).** “BAA” means the business associate contract or other arrangement between the Covered Entity and the Business Associate that establishes the Permitted Purposes for PHI and requires the Business Associate to comply with the privacy and security provisions of HIPAA related to PHI.

- o. **HIPAA Regulations.** “HIPAA Regulations” mean the standards for privacy of Individually Identifiable Health Information and the security standards for the protection of Electronic Protected Health Information as promulgated under **45 C.F.R. Parts 160 and 164** by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) of the American Recovery and Reinvestment Act of 2009, in effect on the Effective Date of this Agreement and as may be amended, modified, or renumbered hereafter.
- p. **Individual.** “Individual” has the meaning ascribed to this term in **45 C.F.R. § 160.103** and includes a personal representative in accordance with **45 C.F.R. § 164.502(g)**.
- q. **Individually Identifiable Health Information (“IIHI”).** “IIHI” means information that is a subset of health information, including demographic information collected from an individual, and: employer, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) That identifies the individual; or ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- r. **Minimum Necessary Standard.** “Minimum Necessary Standard” has the meaning ascribed to that term in **45 C.F.R. § 164.502**, and this standard must be used in all situations described in that section as situations to which the standard applies.
- s. **Natural Person.** “Natural Person” means only living people.
- t. **Participating Entity.** “Participating Entity” means any person or entity owned or controlled by or under the supervision of Participant that will by means of the signature authority of Participant access or use Data covered under this Agreement.
- u. **PCCM Network.** “PCCM Network” refers to any of the entities defined as a PCCM Network under the State Plan of North Carolina or approved as a PCCM Network by the State.
- v. **Permitted Purpose.** “Permitted Purpose” includes the following activities, provided those activities are performed in compliance with all Applicable Laws:
 - i. *Treatment.* Treatment means the provision, coordination, or management of health care and related services by one or more healthcare providers.
 - ii. *Health Care Operations.* Health Care Operations includes quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines; population-based activities relating to improving health, reducing health care costs, protocol development, case management and care coordination.
 - iii. *Payment.* Payment means activities undertaken by: (1) a Health Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan; or (2) a health care provider or Health Plan to obtain or provide reimbursement for providing health care. Payment activities include (1) determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims; (2) risk adjusting amounts due based on Enrollee health status and demographic characteristics; (3) billing, claims management,

- collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing; (4) review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges; (5) utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and (6) disclosure to consumer reporting agencies of information relating to collection of premiums or reimbursement.
- iv. **Public Health.** Public Health means the activities described in **45 C.F.R. §164.512(b)**.
- v. **Research.** Research means a systematic investigation, including development, testing, and evaluation, designed to contribute to generalizable knowledge.
- vi. **Administration.** Administration means carrying out N3CN’s proper management and oversight of its Data Platform and its responsibilities under *the 2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.* or any successor agreement for accessing and using State-owned data, this Agreement, and Applicable Law, Applicable Law, this Agreement, and any other agreement between N3CN and any third party for accessing and using Data through the Data Platform. Without limiting the generality of the foregoing, Administration also includes performing record maintenance, conducting or assisting in audits permitted or required, evaluating performance of the Data Platform, conducting technical system support on the Data Platform and the Data, carrying out N3CN’s and Participant’s functions and obligations under this Agreement (including any necessary data extractions from Participant’s systems and applications), and all applicable BAAs, other agreements, and policy and procedure documents, and all other activities authorized by the N3CN Board of Directors consistent with Applicable Law.
- w. **Person.** “Person” means both a Natural Person and any entity managed by Natural Persons, except where Person is part of the term “Natural Person”.
- x. **Personally Identifiable Information (“PII”).** “PII” means a Natural Person’s first name or initial followed by their last name in combination with identifying information as defined in **North Carolina General Statute § 14-113.20(b)**, other than email addresses and related internet account information.
- y. **Protected Health Information (“PHI”).** “PHI” means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- z. **Provider Services.** “Provider Services” refer to activities that support healthcare providers participating in the PCCM Program, including Practice Support, Behavioral Health Integration, and Pharmacy Support.
- aa. **Representative.** “Representative” includes any employee, contractor, agent, officer, or consultant of a Party, including any Affiliate.
- bb. **Required by Law.** “Required by Law” has the meaning ascribed to this term in **45 C.F.R. § 164.103**.
- cc. **State.** “State” refers to the State of North Carolina, including all administrative agencies involved in the management of Medicaid and Health Choice data, populations, and programs.

- c. Division of State-owned Hospital Facilities (“DSOHF”)
- d. HIV Case Management Providers
- e. Hospital and Hospital Systems
- f. Local Management Entity / Managed Care Organization (“LME/MCO”)
- g. Primary Care Provider (“PCP”), Group Practices
- h. Subcontractor

If Participant does not clearly fit into one of the categories a-g, Participant will be deemed to be in category h regardless of any similarities or dissimilarities Participant has to other categorizations.

9. **General Obligations Applicable to Participant.** Participant is responsible for its Participating Entities and Authorized Users, including any breach of this Agreement by its Participating Entities or Authorized Users or by anyone using Participant’s facilities or any equipment or software owned, leased, or controlled by Participant to access or use the Data Platform or the Data, including for any purpose other than a Permitted Purpose. In recognition of these obligations, Participant agrees to:
- a. Follow all Applicable Law.
- b. Work with designated care managers and other N3CN and Subcontractor staff under the PCCM Program to enhance continuity of care for Enrollees and to help promote self-management of physical and behavioral health conditions for Enrollees.
- c. Ensure its Authorized Users have all necessary equipment, software, and other resources to access and use the Data Platform and the Data in accordance with the technical and operational specifications provided by N3CN.
- d. Ensure Participant’s Representatives, Participating Entities, and Authorized Users access and use the Data Platform and access, use, store, maintain, and transfer Data only for Permitted Purposes and consistent with all Applicable Law.
- e. Maintain and provide to N3CN as requested an ongoing list of all Participating Entities and Authorized Users of Participant.
- f. Monitor all access and use of the Data Platform and all access, use, storage, maintenance, and transfer of Data occurring at any location owned, leased, or controlled by Participant or any Authorized User of Participant, or occurring through equipment under the ownership or control of Participant or any Authorized User of Participant.
- g. Implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the Data Platform and the Data.
- i. Administrative safeguards must include written policies and procedures for managing access, use, storage, maintenance, transfer, and disclosure of Data and access and use of the Data Platform and must include sanctions for any violations of those policies and procedures.
- ii. Technical safeguards must include appropriate security lockouts, password management, data encryption, and related mechanisms to ensure the privacy and security of the Data Platform and the Data.
- iii. Physical safeguards must include restricted access to places where the Data Platform may be accessed or used, and where the Data may be accessed, used, stored, maintained, or transferred.

- dd. **State-owned data.** “State-owned data” means Medicaid and Health Choice Claims Data and Medicaid and Health Choice enrollment data, provided by the State to either Party, and for which the State of North Carolina is the Covered Entity for HIPAA purposes.
- ee. **Subcontractor.** “Subcontractor”, when capitalized, means those entities including PCCM Networks to which N3CN contractually delegates any of its care management or provider support responsibilities which are contractual responsibilities of N3CN under contracts with the State or any other payor of healthcare or care management services.
5. **Intent of the Parties.** It is the express intent of the Parties that this Agreement be executed to ensure that Data accessed, used, stored, maintained, or transferred through the Data Platform as part of participation in Care Management and Provider Services are protected from unauthorized use or disclosure and are used and disclosed consistent with Permitted Purposes, N3CN and State policies and procedures, and Applicable Law.
6. **License to the Data.** During the Term of this Agreement, and subject to the terms and obligations of this Agreement and all applicable policies and procedures, for each type of Data owned or controlled by a Party, that Party grants to the other Party and its Authorized Users a limited, non-exclusive, non-transferable, non-commercial license to access, use, maintain, store, and transfer Data through the Data Platform for the Permitted Purposes subject to all obligations and restrictions contained in this Agreement. Each Party’s license granted hereunder ends immediately upon the termination or expiration of this Agreement. The ending of a Party’s license hereunder does not terminate a Party’s obligations to keep and to make available any Data required to be kept or made available to meet any obligation Required by Law or required by *the 2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.* or any successor agreement between N3CN and the State related to the access and use of State-owned data.
7. **License to the Data Platform.** During the Term of this Agreement, and subject to the terms and obligations of this Agreement and all applicable policies and procedures, N3CN grants to Participant and to Participant’s Authorized Users a limited, non-exclusive, non-transferable, non-commercial license to access and use the Data Platform solely to enable Participant to fulfill its obligations under this Agreement and *the 2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.* or any successor agreement between N3CN and the State related to the access and use of State-owned data. Participant and Participant’s Authorized Users must at all times comply with all applicable N3CN and State policies regarding access to and use of State-owned data and any component of the Data Platform. When Participant’s license to the Data Platform ends for any reason, Participant and all its Authorized Users must immediately cease all access to and use of the Data Platform and any Data.
8. **Participants.** This Agreement will be used by all entities participating in Care Management and Provider Services administered by N3CN. Types of Participants include:
- a. Behavioral Health Providers (non-LME/MCO)
- b. County or other Government Agency

- h. Ensure Authorized Users have appropriate role-based access to the Data Platform and the Data that complies with the Minimum Necessary Standard under HIPAA.
- i. Implement and maintain written policies and procedures that address: (1) identification and authorization of Authorized Users; (2) audit controls and periodic reviews to ensure all access and use occurs by Authorized Users for Permitted Purposes only; (3) notification to Authorized Users of any changes in the Data Platform, the Data, or the policies and processes through which they are accessed or used; (4) notification to N3CN of any violation of this Agreement, including any unauthorized access to or use of the Data Platform or any unauthorized access, use, storage, maintenance, or transfer of the Data; and (5) protection against malware and other mechanisms, both tangible and intangible, designed to disrupt, destroy, damage, or delay the operation of the Data Platform or the Data.
- j. Follow all N3CN and State-issued policies and procedures related to accessing, using, storing, maintaining, transferring, monitoring, and auditing State-owned data and Data within the Data Platform. This obligation includes communicating to N3CN and working with N3CN to resolve any suspected violations of those policies and procedures including any suspected breaches of PHI, IHI, or PII.
- k. Report to N3CN monthly or as requested the results of all periodic audits and reviews to ensure all access to and use of the Data Platform and the Data are by Authorized Users for Permitted Purposes according to Applicable Law. Participant must perform audits and reviews at least monthly.
- l. Cooperate fully with N3CN, the State, and any regulatory or credentialing authority in any investigation or audit by making available all personnel, and all books, records, and related information created or maintained in connection with Participant’s access and use of the Data Platform or access, use, storage, maintenance, or transfer of Data.
- m. Notify N3CN as soon as practical after first becoming aware of a Data Breach. In the case of a breach involving social security numbers, Participant must notify N3CN within sixty minutes of becoming aware of the breach. This timeline is a State requirement for all entities accessing and using State-owned data. For confirmed breaches of PHI, notification must be made to N3CN within twenty-four hours. This timeline also is a State requirement for entities accessing and using State-owned data. The notification will include, to the extent available:
- i. A brief description of what happened, including the date of the Data Breach and the date of discovery of the Data Breach;
- ii. The identification of each Individual whose Data has been, or is reasonably believed to have been, accessed, acquired, used, or Disclosed;
- iii. A description of the roles of the people involved in the Data Breach (e.g., employees, Authorized Users, service providers, unauthorized persons, etc.);
- iv. A description of the types of Data involved in the Data Breach (whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of identifiable information);
- v. The number of Individuals or records impacted/estimated to be impacted by the Data Breach;

- vi. A description of actions taken to investigate the Data Breach, to mitigate harm to Individuals, and to protect against any further Data Breaches;
 - vii. The current status of the Data Breach (under investigation or resolved);
 - viii. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address; and
 - ix. Corrective actions taken and planned to prevent a similar Data Breach.
 - n. Ensure that any subcontractors, agents, or other third parties used by Participant or by any Authorized User execute all necessary documents binding those subcontractors, agents, or other third parties to protect the privacy and security of the Data Platform and the Data consistent with the obligations of this Agreement and all Applicable Law.
10. **N3CN Data Obligations.** N3CN agrees to:
- a. Follow all Applicable Law.
 - b. Ensure N3CN’s workforce members, including any contractors, access and use the Data Platform and access, use, store, maintain, and transfer Participant Data only for Permitted Purposes and consistent with all Applicable Law.
 - c. Monitor all access and use of the Data Platform and all access, use, storage, maintenance, and transfer of the Data occurring at a location owned, leased, or controlled by N3CN, or occurring through equipment under the ownership or control of N3CN, to ensure all access and use is only for Permitted Purposes and consistent with all Applicable Law.
 - d. Implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the Data Platform and the Data.
 - i. Administrative safeguards must include written policies and procedures for managing access, use, storage, maintenance, transfer, and disclosure of Data and access and use of the Data Platform and must include sanctions for any violations of those policies and procedures.
 - ii. Technical safeguards must include appropriate security lockouts, password management, data encryption, and related mechanisms to ensure the privacy and security of the Data Platform and the Data.
 - iii. Physical safeguards must include restricted access to places where the Data Platform and the Data may be accessed, used, or disclosed.
 - e. Ensure N3CN workforce members have appropriate role-based access to the Data Platform and the Data that complies with the Minimum Necessary Standard under HIPAA.
 - f. Implement and maintain written policies and procedures that address: (1) proper access to and use of the Data Platform and the Data; (2) audit controls and periodic reviews to ensure access to and use of the Data Platform and the Data is for Permitted Purposes only; (3) notification to Participant of any changes in the Data Platform, the Data, or the policies and processes through which they are accessed or used; (4) notification to Participant of any unauthorized access to or use of Participant Data by N3CN’s Authorized Users of which N3CN becomes aware (unless N3CN is required not to make such notification as part on an ongoing criminal investigation); and (5) protection against malware and other mechanisms, both tangible and intangible, designed to disrupt, destroy, damage, or delay the operation of the Data Platform or the Data.

- d. Hospital, Hospital Groups, Primary Care Practices, Primary Care Practice Groups. These additional obligations will be described in Exhibit: Hospital / Hospital Groups / Primary Care Practices / Primary Care Practice Groups.
12. **Mutual Business Associate Obligations.** Each Party individually stands as a Business Associate to the other Party regarding PHI provided by that other Party, whether the providing Party is itself a Covered Entity or a Business Associate for that PHI. Therefore, each Party individually agrees to the following Business Associate Agreement provisions for any PHI it accesses or uses for which it is not the owner or the primary custodian. Each Party, in its role as a Business Associate, agrees to:
- a. Use PHI in its possession only as permitted or required by this Agreement or as otherwise Required by Law.
 - b. Disclose PHI in its possession to third parties only if (i) the disclosures are Required By Law, or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under **45 CFR §164.504(e)(4)**, and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.
 - c. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information (ePHI), to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - d. Acknowledge its continuing obligations under HIPAA and agree to comply with any subsequent regulations promulgated under HIPAA and any guidance thereto.
 - e. Acknowledge that (i) the foregoing requirements shall apply to Business Associate in the same manner that such requirements apply to a Covered Entity, and (ii) Business Associate shall be subject to the civil and criminal enforcement provisions set forth at **42 USC 1320d-5 and 1320d-6**, as amended from time to time, for failure to comply with the requirements and any applicable guidance subsequently issued by the Secretary of the Department of Health and Human Services (“Secretary”) with respect to such requirements.
 - f. Disclose to its subcontractors, agents, or other third parties only the minimum PHI necessary to perform or fulfill the Permitted Uses.
 - g. Transmit any ePHI it creates, receives, or maintains in a manner that the ePHI is rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary in the guidance issued under **section 13402(h)(2) of Public Law 111-5**.
 - h. Establish procedures for mitigating any deleterious effects from any improper use or disclosure of PHI from Business Associate or any subcontractor or agent thereof.
 - i. Make available all records, books, agreements, policies, and procedures relating to the use or disclosure of PHI to the Secretary for purposes of investigating or determining compliance with HIPAA.
 - j. Upon prior written request, make available to the other Party during normal business hours at Business Associate’s offices all records, books, agreements, policies, and procedures relating to

- g. Notify Participant as soon as practical after first becoming aware of a Data Breach affecting Data provided by Participant. For disclosures of social security numbers or confirmed breaches of Participant data, this notice will occur promptly after reporting the Data Breach to the State unless the State or an investigatory agency requests notification be delayed so as not to hinder any law enforcement activities or investigations. The notification will include, to the extent available:
 - i. A brief description of what happened, including the date of the Data Breach and the date of discovery of the Data Breach;
 - ii. The identification of each Individual whose Data has been, or is reasonably believed to have been, accessed, acquired, used, or Disclosed;
 - iii. A description of the roles of the people involved in the Data Breach (e.g., employees, Authorized Users, service providers, unauthorized persons, etc.);
 - iv. A description of the types of Data involved in the Data Breach (whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of identifiable information);
 - v. The number of Individuals or records impacted/estimated to be impacted by the Data Breach;
 - vi. A description of actions taken to investigate the Data Breach, to mitigate harm to Individuals, and to protect against any further Data Breaches;
 - vii. The current status of the Data Breach (under investigation or resolved);
 - viii. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address; and
 - ix. Corrective actions taken and planned to prevent a similar Data Breach.
 - h. Ensure that any subcontractors, agents, or other third parties used by N3CN execute all necessary documents binding those subcontractors, agents, or other third parties to protect the privacy and security of the Data Platform and the Data consistent with the obligations of this Agreement and all Applicable Law.
11. **Obligations Based on Category of Participant.** This Agreement must include the applicable exhibit(s), as listed below and incorporated herein by reference, to describe additional obligations specific to Participant’s type of entity. If Participant is a type that does not have additional obligations based on its type, Participant will not have an attached exhibit. If Participant may perform obligations as more than one type of entity, more than one exhibit will be attached, and all those obligations will apply to Participant.
- a. Division of State-owned Hospitals and Facilities. Additional DSOHF obligations will be those described in Exhibit: DSOHF.
 - b. County or other Government Agency. Additional County obligations will be those described in Exhibit: Governmental Entity.
 - c. Subcontractor. Additional Subcontractor obligations will be those described in Exhibit: Subcontractor.
- the use and disclosure of PHI to determine Business Associate’s compliance with the terms of this Agreement.
- k. Document all disclosures of PHI that require an accounting of disclosures as required under **45 CFR §164.528**. Business Associate further agrees, within thirty (30) days of receiving a written request from the other Party, to provide to that Party such information as is requested and reasonably available to permit that Party to respond to a request by an individual for an accounting of the disclosures of the individual’s PHI in accordance with **45 CFR §164.528**.
 - l. Notify the other Party within ten (10) business days of Business Associate’s discovery of:
 - i. any use or disclosure of PHI not provided for by this Agreement;
 - ii. any breach of unsecured PHI as defined at **45 CFR §164.402**; and
 - iii. any Security Incident of which it becomes aware. Pings and related broadcast actions not resulting in any known or suspected security interference shall not be reported except as aggregate statistics of such events as requested by the other Party.
- Notification under this section shall include, as reasonably available, the identification of each individual whose PHI has been, or is suspected to have been, accessed, acquired, or disclosed. Business Associate further agrees to make available in a reasonable time and manner any other available information needed by the other Party to respond to individual and governmental inquiries regarding any of the notifications received from Business Associate. The Party responsible for any Data Breach, through its actions or omissions or through those of its agents, shall be responsible for notifying the persons affected and any administrative bodies in accordance with Applicable Law. The Parties agree to coordinate any public announcement required under Applicable Law.
- m. Comply with all the restrictions on access, use, disclosure, storage, and transmission of PHI found in the *2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.* and any successor agreement between N3CN and the State for accessing and using State-owned data.
13. **Mutual Covered Entity Obligations.** To the extent either Party is a Covered Entity regarding any Data it provides, accesses, or uses through the Data Platform, that Party agrees to:
- a. inform the Business Associate of any changes in the notice of privacy practices that the Covered Entity provides to individuals pursuant to **45 CFR §164.520** that affect Business Associate’s use or disclosure of PHI, and provide to the Business Associate, upon request, a copy of the notice of privacy practices currently in use.
 - b. inform the Business Associate of any changes in, or revocation of, the authorization provided pursuant to **45 CFR §164.508**, to the extent relevant to any obligations under this Agreement.
 - c. inform the Business Associate, in writing and in a timely manner, of any arrangements required of Covered Entity under **45 CFR § part 160 and 164** that may affect the use or disclosure of PHI required by the Business Associate under this Agreement, including restrictions regarding the use or disclosure of PHI as provided for in **45 CFR §164.522**.
 - d. make any amendments to PHI that Covered Entity agrees to pursuant to **45 CFR §164.526**.

- e. document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
14. **Participant Obligations when neither a Covered Entity nor a Business Associate.** Any Participant who does not fit the description of a Covered Entity or a Business Associate, by executing this Agreement agrees to be bound to all the obligations for safeguarding the privacy and security of the Data Platform and the Data as if Participant were a Business Associate, for all Data accessed or used by Participant.
15. **Ownership of Data.** Access to or use of Data under this Agreement does not change the ownership of Data accessed or used. Notwithstanding the foregoing, Data provided through the Data Platform may become integrated into patient records and may no longer be separable from the Data of the receiving entity. The Parties acknowledge it is impractical to require deletion of Data that has been integrated into other systems and applications, but that Data shall remain under all the privacy and security and Permitted Use restrictions set forth in this Agreement.
16. **Confidential Information.** Confidential Information disclosed to a Party must be kept confidential until it has been disclosed publicly by someone authorized by the owner of the Confidential Information. Confidential Information must only be retained while needed to perform under this Agreement. When the need to perform ends for any reason, that Confidential Information disclosed, including all copies, must be returned to the disclosing Party or destroyed with a certificate of destruction attested by the person responsible for its destruction. Records that cannot be destroyed or returned must be kept confidential until those records have lost their confidential nature through no fault of the Party receiving the Confidential Information. A record of this Agreement may be retained securely as a record of the Party's obligations. Confidential Information must only be used for the specific purpose for which it was disclosed. A Party receiving Confidential Information must take all reasonable measures to prevent unauthorized disclosure. At a minimum, a Party must treat Confidential Information with as much security as it treats its own confidential information, and never with less than reasonable care.
17. **Term and Termination.**
- a. **Term.** This Agreement commences on its Effective Date and continues through the thirty-first day of December of the year in which it was signed by Participant (the "Initial Term"). Thereafter, this Agreement renews automatically for consecutive one (1) year Terms (the "Renewal Terms") until terminated by one of the Parties as provided herein below. The Initial Term and all Renewal Terms are collectively the "Term" of this Agreement.
- b. **Automatic Termination.** If Participant is participating only in the State program covered by the 2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., then this Agreement will terminate immediately upon the termination of that contract, except that this Agreement will continue in force under any successor agreement between N3CN or its Affiliate and the State for accessing and using State-owned data. Additionally, if any Applicable Law is changed making Participant's
- access or use of the Data Platform or the Data unlawful, or Participant becomes ineligible to access or use the Data Platform or the Data, then this Agreement will end immediately upon that change.
- c. **Termination by Participant.** Participant may terminate this Agreement for any or no reason sixty (60) days after providing written notice to N3CN of Participant's intent to terminate, provided Participant also terminates participation in and ceases all activities related to any programs covered by this Agreement. Termination of this Agreement will cause N3CN to de-authorize Participant and all Participant's Authorized Users from accessing the Data Platform and the Data.
- d. **Termination by N3CN.** N3CN may terminate this Agreement for any or no reason thirty (30) days after providing written notice to Participant of N3CN's intent to terminate. Termination of this Agreement will cause N3CN to de-authorize Participant and all Participant's Authorized Users from accessing the Data Platform and the Data. N3CN may terminate this Agreement immediately if it determines Participant has caused or allowed a Data Breach which would require notification to affected Individuals and the State.
- e. **Survival of Data Obligations.** In addition to any other survival terms in this Agreement, the Parties expressly acknowledge that termination of this Agreement will not and shall not be deemed to relieve any Party or its Authorized Users from maintaining the privacy and security of any Data accessed or used by or incorporated into that Party's systems and applications, and State-owned data may not be used for any purpose other than performing under this Agreement and may not be disclosed to any third party for any reason without the prior written permission of N3CN and the State.
18. **Disclaimers.**
- a. **Clinical Decision Support and Information.** The Data Platform and the Data may contain information, protocols, and input relating to clinical decision-making. The Parties mutually understand and agree that any such information, protocols, and input available through the Data Platform do not, and shall not be construed to act as, a substitute for a healthcare provider's professional judgment. THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF ACCURACY OR COMPLETENESS OF ANY DATA OR INFORMATION INPUT INTO THE DATA PLATFORM BY ANY PARTY, AUTHORIZED USER, OR ANY THIRD PARTY. PARTICIPANT AND EACH AUTHORIZED USER ASSUME ALL RISK AND RESPONSIBILITY FOR ITS USE OF SUCH DATA, INFORMATION, PROTOCOLS, AND INPUT OBTAINED FROM OR THROUGH THE DATA PLATFORM. N3CN DOES NOT RECOMMEND OR ENDORSE ANY PROVIDER OF HEALTHCARE OR HEALTHCARE RELATED PRODUCTS, ITEMS, OR SERVICES, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO IMPLY ANY SUCH ENDORSEMENT.
- b. **External Networks, Devices, Carrier Lines, and Exchanges.** Connections to external data repositories and information technology systems ("Networks") may be made available through or in conjunction with the Data Platform to facilitate the storage and transmission of Data. External monitoring and alert devices ("Peripherals") may also be made available through or in conjunction with the Data Platform to facilitate telehealth services. Participant hereby agrees and acknowledges that N3CN may access such Networks and Peripherals to facilitate various features in the Data Platform and that PHI may be stored and transmitted using such Networks and Peripherals. N3CN MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY

- OF ANY PARTICULAR NETWORKS OR CARRIER LINES OR PERIPHERALS OR ANY PARTICULAR DATA SOURCE OR NETWORK PARTICIPANT OR DEVICE MANUFACTURER. PARTICIPANT ACKNOWLEDGES THAT ACCESS TO THE SYSTEM WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATION LINES, AND INFORMATION WILL BE STORED ON REMOTE SERVERS, REPOSITORIES, AND STORAGE MEDIA AND TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND MOBILE NETWORKS AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND N3CN'S CONTROL. AT ANY TIME, SERVERS, REPOSITORIES, PERIPHERALS, DATA SOURCES, AND OTHER NETWORK PARTICIPANTS MAY BE ADDED OR DELETED WITHOUT PRIOR NOTICE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT AT ANY TIME AND WITHOUT PRIOR NOTICE, A DATA SOURCE MAY ELECT NOT TO SEND OR RECEIVE DATA OR MESSAGES AND A PERIPHERAL MAY NO LONGER BE AVAILABLE IN CONJUNCTION WITH THE DATA PLATFORM. IN ADDITION, N3CN HEREBY DISCLAIMS ANY LIABILITY FOR OR RELATING TO: (I) THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION OR DATA WHILE IT IS TRANSMITTED VIA CARRIER LINES; OR (II) ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT THE RISK OF PARTICIPANT AND ITS AUTHORIZED USERS, AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL LAWS.
- c. **Data Platform Services and Software.** THE DATA PLATFORM IS PROVIDED ON AN "AS IS" BASIS ONLY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, N3CN DOES NOT REPRESENT OR WARRANT THAT THE DATA PLATFORM WILL MEET THE REQUIREMENTS OF ANY PERSON OR ENTITY OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND N3CN MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT NO AGREEMENTS, REPRESENTATIONS, OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT HAVE BEEN MADE, AND THAT NO FUTURE AGREEMENT, REPRESENTATION, OR WARRANTY UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT.
- d. **Patient Information.** PATIENT INFORMATION THAT MAY BE PROVIDED TO PARTICIPANT AND THEIR AUTHORIZED USERS THROUGH THE DATA PLATFORM ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR COMMON LAW, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO PARTY WARRANTS THAT THE PERFORMANCE OF ITS SYSTEM OR THE DATA PLATFORM OR THE DELIVERY OF PATIENT INFORMATION WILL BE TIMELY, UNINTERRUPTED, OR ERROR FREE.
19. **Limitations of Party Liability.** This provision is not meant to and shall not be deemed to limit the applicability of the *North Carolina Tort Claims Act* and any immunities available to government entities thereunder, including any sovereign immunity claim. Subject to the limitations described below, each Party agrees to be liable for all actions and failures to act of its Representatives, Participating Entities, and Authorized Users, including with respect to Participant any unauthorized access or use of Data or the Data Platform by anyone using facilities, equipment, or software owned, leased, controlled, or

- used by Participant, its Participating Entities, or its Authorized Users. Without limiting the classification of other types of damages, damages arising from breaches of indemnification, confidentiality, insurance, or data privacy and security obligations are expressly agreed to be direct damages.
- a. **Damages Subject to Complete Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY, REGARDLESS OF WHETHER A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY FOR SUCH DAMAGES. N3CN SHALL HAVE NO LIABILITY TO PARTICIPANT OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO PARTICIPANT'S FAILURE TO PROVIDE THE DATA REQUIRED IN THE FORMAT REQUIRED BY THIS AGREEMENT.
- b. **Damages Not Subject to Limitation of Liability.** NEITHER PARTY SHALL CLAIM ANY EXCLUSION OR LIMITATION OF LIABILITY RELATED TO ITS INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, OR TO DAMAGES RESULTING FROM THAT PARTY'S, ITS REPRESENTATIVES', OR ITS AUTHORIZED USERS' ACTS OR OMISSIONS THAT RESULT IN OR ALLOW A DATA BREACH.
- c. **Damages Subject to a Cap.** THE PARTIES AGREE TO LIMIT THEIR LIABILITY TOWARD THE OTHER FOR OTHER DIRECT DAMAGES TO THE AMOUNT OF INSURANCE COVERAGE MAINTAINED BY THE INSURED PARTY, OR THE AMOUNT OF INSURANCE REQUIRED BY STATUTE OR THIS AGREEMENT, WHICHEVER IS GREATER, FOR THE TYPE OF DAMAGE SUSTAINED. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A PARTY DROPS OR LOWERS OR FAILS TO OBTAIN INSURANCE COVERAGE OTHER THAN AS AGREED TO IN WRITING BETWEEN THE PARTIES, THOSE DIRECT DAMAGES WILL NOT BE SUBJECT TO ANY CAP.
- d. **Acts of Other Participants.** Neither Party to this Agreement shall be responsible to the other for any claims, demands, expenses, costs, damages, liabilities, or losses, including reasonable attorney fees (collectively "Claims"), which may arise from any acts or failures to act by other participants or any persons acting for or on behalf of another participant. Participant shall hold N3CN harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. N3CN shall hold Participant harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully.
- e. **Patient Care.** Participant and Participant's Authorized Users are solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management of Individuals resulting from or in any way related to the use of the Data Platform or the Data. Neither Participant nor any of their Authorized Users shall have any recourse against N3CN for any Claim made by or on behalf of any Enrollee or other patient, and Participant, on behalf of itself, its Representatives, and its Authorized Users hereby irrevocably waives any and all Claims against N3CN, whether now existing or hereafter accruing, relating to or resulting from Participant's or its Authorized Users' use or misuse of the Data Platform or the Data.

20. Notices.

- a. **Business operations/issues Notices.** The primary means of communication between the Parties for Notice purposes regarding business operations and other non-legal issues related to performance under this Agreement shall be email. Either Party may change its email address of its contacts by giving written notice to the other Party of such change.
- i. N3CN Business email: jalexander@communitycarenc.org
- ii. Participant Business email: katie.swanson@clevelandcounty.com
- Business operations and other non-legal issues allowing or requiring notice may also be sent by US Mail and delivered to the addresses provided herein below.
- b. **Legal Notices.** All Notices allowed or required under this Agreement relating to legal matters, including contract amendments, contract termination, breaches of the Agreement or any obligation contained therein, audits, and all related legal matters must be sent by US Mail, certified with return receipt requested, or by a nationally recognized courier (e.g. FedEx, UPS), and must be addressed using the address information provided below, as amended by the Parties from time to time.
- i. For N3CN: 2300 Rexwoods, Drive, Raleigh, NC 27607 ATTENTION: General Counsel
- ii. For Participant: P.O. Box 9006, Shelby, NC 28151-9006

21. **Remedies.** The rights and remedies of the Parties under this Agreement are cumulative and will not be construed as available only in the alternative. The Parties agree a material breach of its Confidentiality, Indemnification, or Insurance obligations would cause injury and damage which could not adequately be compensated for in an action at law. Therefore, a Party will be entitled to injunctive and other equitable relief in the event of a material breach, or to prevent the imminent breach of any such obligation by the other Party or its Representatives or Authorized Users, without the need for prior proof or any posting of bond. Resort to equitable relief will not be construed to be a waiver of any other rights or remedies of the Parties.
22. **Amendments.** The form of this Agreement has been accepted by the North Carolina Department of Health and Human Services, Department for Health Benefits ("DHB"), for use under the contract *the 2019 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT # 37761 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC.* and any successor agreement between N3CN and the State for accessing and using State-owned data. N3CN will not entertain substantive changes to the terms of this Agreement when used for protecting State-owned data. If Participant is not participating in any State-funded programs or using any State-owned data, this Agreement may be amended only in a writing signed by both Parties. The Parties agree that if Participant signs but does not date the Agreement, N3CN may fill in the date of Participant's signature without need for a formal amendment and will notify Participant of this act if it occurs.
23. **Assignment.** N3CN may assign or transfer this Agreement to an Affiliate, a successor-in-interest, or to an acquirer of all or substantially all of the assets of N3CN. Participant may not assign or transfer this Agreement, or any part thereof, without the prior written consent of N3CN. In the event Participant purchases or is purchased by another entity, no new Authorized Users are permitted until

Indemnification, Insurance, and Remedies provisions will survive termination or expiry of this Agreement. In addition, any entity in possession of or having access to State-owned data must continue to protect the privacy and security of that data after termination of this Agreement so long as that entity retains possession of or access to that data and may not use or allow access to that data for any purpose without the prior written consent of N3CN or the State.

32. **Authority to Sign.** N3CN and Participant warrant they have the capacity to enter into and perform the obligations under this Agreement and all activities contemplated herein, and that all corporate and other actions required to authorize them to enter into and perform this Agreement were properly taken.
33. **Governing Law.** This Agreement will be governed by and construed under, and the rights and liabilities of the Parties determined by, the laws and regulations of the State of North Carolina.
34. **Captions and Headings.** The headings and captions in this Agreement are for convenience only and will not affect the interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, execute this Participation Agreement as of the dates provided herein below:

North Carolina Community Care Networks, Inc.	Cleveland County Department of Social Services
	[Legal Name of Participant]
By: <u>Susan K. Allen</u>	By: <u>Katie Swanson</u>
Name: <u>Susan K. Allen</u>	Name: <u>Katie Swanson</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>DSS Director</u>
Date: <u>07/02/2019</u>	Date: <u>7/2/19</u>

the Parties amend this Agreement to reflect the change in ownership and the acceptance by the new participant of all the obligations of Participant under this Agreement. This Agreement shall inure to the benefit of N3CN, Participant, their successors and permitted assigns.

24. **Waiver.** If either Party waives the enforcement of any obligation or right created under this Agreement, that waiver shall not operate as or be construed as an amendment or modification of this Agreement. Further, such waiver will not bar any subsequent enforcement of the same or any other obligation or right under this Agreement.
25. **Integration.** This Agreement contains the entire understanding of the Parties as to its contents and supersedes all other prior and contemporaneous contracts, documents, and agreements in relation to the subject matter of this Agreement.
26. **Severability.** If any of the provisions this Agreement are adjudicated by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect and the invalid, void, or unenforceable provision will not be part of the Agreement.
27. **Independent Contractors.** The Parties to this Agreement are contracting as independent contractors one toward the other, and nothing herein shall be construed to create a joint venture, agency, partnership, or employer-employee relationship. Neither Party will have the power to bind the other Party. Neither Party will have any claim against the other Party for employee benefits of any kind.
28. **No Third-Party Beneficiaries.** This Agreement does not and will not create in any natural person, corporation, partnership or other organization or entity other than N3CN and Participant any benefits or rights, and this Agreement will be effective only as to N3CN and Participant and their successors and permitted assigns. Any third party who benefits from any provision of this Agreement shall be deemed an incidental beneficiary only.
29. **Duplicate & Electronic Originals.** This Agreement may be executed simultaneously in one or more counterparts, each of which is deemed an original but all of which together constitute a single instrument. Any conflict among duplicate originals shall be resolved to give full effect to the agreement under common sense rules of construction. A conflict will not render the agreement void, invalid, or unenforceable. Copies transmitted electronically are the equivalent to originals, as are signatures applied to such documents and transmitted electronically. The Parties agree that signed electronic copies will be binding upon them the same as though they were hardcopies with original signatures.
30. **Insurance.** Each Party agrees to self-insure, or to obtain and maintain reasonable policies of insurance of types and in amounts sufficient to protect itself, its employees, and its agents against foreseeable liabilities arising from work contemplated under this Agreement. To the extent a Party does not maintain a sufficient self-insurance fund or insurance, the cap on liability for direct damages will not apply to that under-insured Party.
31. **Survival.** Any provisions of this Agreement, including pass-through State requirements, that by their nature extend beyond the Term or expiration of the Agreement, will survive the termination or expiration of the Agreement. Without limiting the generality of the foregoing, the Confidentiality,

Exhibit
Governmental Entity

For all Counties, health districts, and other governmental agencies or entities that participate in Care Management and Provider Services, these Participants will have the following additional specific obligations:

1. Work with N3CN and any designated Subcontractors to review periodic performance measures and other metrics from both standard and ad hoc reports and compare performance with quality, access, cost, and utilization benchmarks.
2. Participate in Provider Satisfaction Surveys administered by N3CN.
3. Provide the Care Management and Provider Services for the programs listed in the Payments section below.
4. Follow all published DHB, Department, and N3CN policies regarding travel expenses, international contractors, use of State funds, and other matters applicable to performance under this Agreement.
5. Comply within a reasonable timeframe with all N3CN requests for information related to financial and clinical activities of Participant performed pursuant to contract #37761 and any successor contract.

Payments.

For any governmental entity participating in the following programs, payment for participation as of the date of execution of the Agreement, subject to change by action of the State, will be per member per month ("PMPM") payments as follows:

Program (or Eligibility Category as appropriate)	PMPM Payment
Care Coordination for Children ("CC4C")	\$4.56
Obstetric Care Management ("OBCM")	\$4.96

These payments will be made monthly, in arrears, on a net thirty (30) basis from the date N3CN receives the data on which the payment will be based. If payment amounts due to Participant for a given program decrease by more than fifty percent, N3CN may at its discretion change the frequency of payment for that program up to an annual payment. Payments will be distributed to Participant from the appropriate PCCM Network until such time as the program oversight and payment obligations are transferred to N3CN. Once N3CN assumes these responsibilities, all payments will be made via electronic funds transfer ("EFT").

Payments may be discontinued at any time if: 1) N3CN no longer receives sufficient funds from the State to continue these services; 2) Participant fails to meet any of the performance measures required of N3CN under its obligations to the State for any services being subcontracted to Participant; or 3) N3CN terminates its contract(s) funding any of the listed programs or services.


Payments listed in this exhibit are subject to change by the State at any time. In the event the State changes its PMPM payments or eliminates any of these programs, those changes will automatically apply to this exhibit without need to amend this exhibit or the Agreement.

This instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as “The Local Government Budget and Fiscal Control Act.”


Lucas Jackson
Assistant Finance Director

7/18/19
Date

Reviewed and approved as to form and content:


Elliot Engstrom
Senior Staff Attorney

7/10/2019
Date

EMERGENCY MEDICAL SERVICES: CAPITAL EQUIPMENT LEASE

Emergency Medical Services is requesting approval for a Capital Equipment lease option for automated stretchers through Ferno. Purchase of the automated stretchers would improve service delivery. There will be no fiscal impact to the budget. Pursuing the lease option for Ferno stretchers allows EMS to upgrade current model stretchers to a more modern and efficient stretcher. The current stretchers used by EMS only provide minimal lifting assistance in a vertical manner and still exposes employees to strenuous physical forces.

FERNO FINANCIAL SERVICES



Ferno Financial Services is pleased to provide the following financing options on your consideration. We offer a wide range of financing solutions that can be designed to meet your specific needs. The financing options shown below are based the equipment selected for your specific requirements.

Customer Full Name:	<u>Cleveland County EMS</u>	Finance Quote Dated:	<u>6/10/2019</u>
Total Finance Amount:	<u>\$523,617.60</u>	Quote Expiration Date:	<u>7/20/2019</u>
Ferno Sales Contact:	<u>Travis Kirkland (770) 283-0764</u>	Ferno Quote Number:	<u>4590</u>

LEASE QUOTE

\$1.00 Purchase Lease*	Finance Rate 0%	7 ANNUAL PAYMENTS
		\$74,802.43 each

*Financing Terms

Financing is subject to credit approval, documentation, and final sale amount
Customer will own the equipment at end of lease term for \$1.00
The Finance Rate is subject to change based on changes in the 5 year SWAP rate (theice.com) from the Quote
Expiration Date until all of the equipment is installed and accepted. The rate is fixed thereafter for the full lease term

Credit Application

Legal Business Name:	<u></u>			Years Under Current Ownership	<u></u>
Amount Financed*: \$	<u></u>	Office Phone #:	<u></u>	Office Fax #:	<u></u>
	<u></u>	Federal Tax ID #:	<u></u>		
Company Address:	<u></u>	City:	<u></u>	St:	<u></u>
	<u></u>	Zip:	<u></u>		
Equipment Address (if different):	<u></u>	City:	<u></u>	St:	<u></u>
	<u></u>	Zip:	<u></u>		
Business Type:	<u></u>	Corporation	<u></u>	LLC	<u></u>
	<u></u>	C-Corp	<u></u>	Non-Profit	<u></u>
	<u></u>	Sub S Corp	<u></u>	Partnership	<u></u>
	<u></u>	LDP	<u></u>	GP	<u></u>
	<u></u>	Proprietorship	<u></u>		
Other Business Type (please explain):	<u></u>				

Section below to be completed for Partnerships, Proprietorships and if Corporation has three owners or less:

Owner #1 Name:	<u></u>	Date of Birth:	<u></u>	Home Phone #:	<u></u>	% Owner:	<u></u>
Home Address:	<u></u>	City:	<u></u>	St:	<u></u>	Zip:	<u></u>
	<u></u>	SSN:	<u></u>				
Owner #2 Name:	<u></u>	Date of Birth:	<u></u>	Home Phone #:	<u></u>	% Owner:	<u></u>
Home Address:	<u></u>	City:	<u></u>	St:	<u></u>	Zip:	<u></u>
	<u></u>	SSN:	<u></u>				

Please read the terms below then print name, sign and date:

By signing below, the undersigned consents to and authorizes the use of his/her consumer credit report by Ferno-Washington, Inc. or its assignee from time to time as may be needed in the credit and collection process and further authorizes banks, trade references and financial institutions the right to release information to Ferno-Washington, Inc. or its assignee IMPORTANT NEW CUSTOMER INFORMATION: To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents. By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Ferno-Washington, Inc. its assignee and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose.

Print Name:	<u></u>	Signature:	<u></u>	Date:	<u></u>
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* If there are additional owners, please provide on a second application form.

Please fax completed application to (800) 863-0582

*The monthly payments quoted in this proposal are valid for 30 days from the date hereof and are predicated on a like term, fixed rate interest rate swaps as published by the Federal Reserve on the date listed above. Should the proposed financing not commence within 60 days from the date hereof, any increase in the Swap yield will cause a corresponding increase in the monthly payment.

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the capital equipment lease with Ferno.*

RESOLUTION TO CANCEL AUGUST 20, 2019 COUNTY COMMISSIONERS MEETING

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



FINANCE DEPARTMENT: SET PUBLIC HEARING FOR BANK INSTALLMENT FINANCING

(Schedule Public Hearing for August 6, 2019)

Scheduled public hearing to consider bank financing opportunity for the purchase of a building for the County's upcoming land purchase financing. A winning bidder will need to be selected and a Resolution adopting the preliminary findings will be presented.

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

REGULAR AGENDA

AGRICULTURE ECONOMIC DEVELOPMENT PARTNERSHIPS

Chairman Allen recognized Greg Traywick, Agriculture Extension Director, to present information regarding Agriculture Economic Development Partnerships. He introduced Taylor Dill, Field Crops Extension Agent and Andrew White, ASR Grain Partner. Mr. Traywick thanked the Board for their continual forward thinking and strategic planning to help the agriculture community as an economic development opportunity. Several developments are under way including the Regional Grain Project in collaboration with ASR Grains and the Blended Straw Bale Project with Wilson Farms. The Regional Grain Project was completed through a

partnership with Cleveland County Economic Development Partnership (CCEDP). Mr. Traywick reviewed several positive aspects of Agribusiness in Cleveland County such as marketing infrastructure, opportunities for new crop growth, business to local farmers and expected sales in the coming years. He presented the following PowerPoint to the Board.

Progress Through Partnerships

FY18-19 Strategic Goal:

"Determine ways to assist the farming community in their efforts to promote agriculture as an economic development opportunity."

Our Mission:

"North Carolina Cooperative Extension partners with communities to deliver education and technology that enrich the lives, land, economy, and families of North Carolinians."

Putting Knowledge to Work

101

County centers incl. Eastern Band of Cherokee

13,000+

Educational programs offered

2.6M

Unique website visitors each year

1.8M

In-person contacts with North Carolinians

\$36M

Tax revenue generated

\$2.1 BILLION

Economic Impact for North Carolina

=

27-to-1 ROI

Return on government investments

Our Approach

Define: Teamwork & Brainstorming

Ag service agencies & farmers met to identify needs/opportunities and outline goals & objectives.

Develop: Catalyst Projects

Focus on projects to impact the greatest number of farmers and qualified for outside grant funding.

Measure, Communicate & Refine

Work with farm cooperators to evaluate and report outcomes, and plan future agricultural economic development projects.

Regional Grain Project

Goals:

- > Protect and preserve grain farms in Cleveland & surrounding counties.
- > Provide growers with access to custom services and new market channels.
- > Supply world-class technical assistance & educational programs.
- > Support a new agribusiness venture.
- > Seize on a growing demand for malting barley and distillers grains.

Grain Crops in Cleveland & Surrounding Counties

Legend

- Barley: 463.93
- Corn: 9579.8
- Oats: 712.03
- Rye: 1,755.9
- Wheat: 10,119.33
- County Boundary
- ASR Grain

Source: USDA Farm Service Agency
UTM Zone 17N, NAD 1983
Map intended for Farm Service Agency (FSA) business purposes only. Map depicted serves only as a general reference map.
Date: 3/2/2017
1 in = 13 miles

NC Distilleries

"Craft distilleries, like craft breweries, are an offshoot of the larger 'local' movement in food and beverage. An increasing number of people want to know where things come from, who makes it, what's in it and how it's produced."

-Pete Barger
Owner

ASHEVILLE METRO

CHARLOTTE METRO

Aerial of ASR Grain Facilities

NC Agricultural Development & Farmland Protection Fund



Specialty grain bin (\$128k)



Mobile grain cleaner (\$55k)



High-capacity dryer (\$62k)



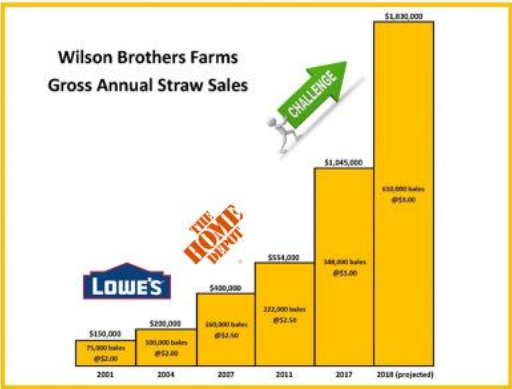
Outcomes & Projections

OUTCOME	2016	2017	2018	2019
Farmers served	15	80	135	150
Field Day attendance	n/a	97	138	145
Profits increased (farmers)	n/a	20	90	125
Malting barley planted (acres)	0	60	150	500
High-value grains cleaned & marketed (bu)	n/a	2,000	5,000	15,000



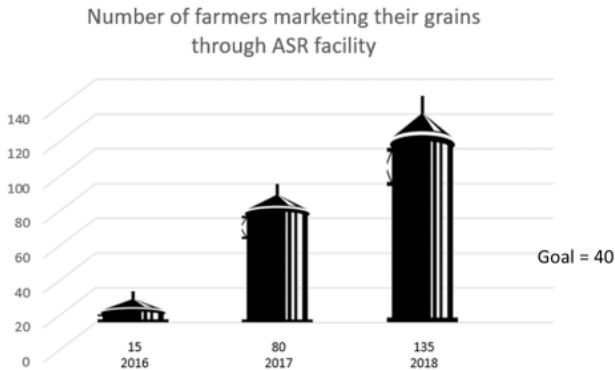
Southwest Piedmont Corn & Soybean Field Day at ASR Grain Company - The on-farm classroom provides farmers with the latest research findings and best management practices for row crop production.

Blended Straw Bale Project



Switchgrass (*Panicum virgatum*)

- High yields
- Low maintenance costs
- Environmental benefits
- Cheaper to produce (\$19 per ton vs. \$80 per ton for purchased straw)
- Blending adds value to mulch bales...
 - Improved texture
 - Better weed suppression
 - Longer persistence
 - Harbors fewer disease pathogens
- Other potential uses...
 - Biomass for energy production
 - Grazing
 - Hay



Next Steps

NC Tobacco Trust Fund Commission Proposal (\$227,658.34)



- Three hopper bins on superstructures:
- Moves grain between trucks & storage bins more efficiently
 - Reduces congestion and

- Mobile seed cleaner under roof:
- Reduces weather delays & wait times
 - Improves quality & value of grains
 - Helps farmers meet strict quality standards established by malt houses & milling operations

- Feasibility Study: Creating an on-farm distillery and aeritourism venue



- ✓ Largest family farming operation in Cleveland County
- ✓ 3,000 acres of row crops & 50 acres of commercial vegetables
- ✓ Have processed and marketed wheat straw since 2001



Wheat straw is used as a mulch in establishment of turfgrass.



- Outdated/inefficient machinery & equipment
- Limited ability to produce raw material
- Heavy dependence on purchased inputs ("out of town straw")



Krone 1290HDP Square Baler - \$158,500



Conveyor system & electrical improvements- \$18,000



EZ Ration Bale Processor - \$25,000



\$228,750 over three years will cover 50% of value-added manufacturing and marketing costs

Savings will reduce risk to Wilson Farms and allow them to convert 250 acres of corn land to switchgrass over three years.



Parameter	Original Projections	Revised Projections
Acres of switchgrass produced	100	260
Tons of switchgrass produced	960	4,040
Number value-added bales manufactured	255,000	1,077,333
Value-added bales as a % of total manufacturing in Years 1, 2 and 3	7%, 10%, 24%	28%, 56%, 74%
Increased revenues derived from sale of value-added product	\$762,480	\$3,232,000

The Board thanked Mr. Traywick for the information and commended his staff for their continued hard work and dedication to the farmers of Cleveland County.

BOARD APPOINTMENTS

CLEVELAND COUNTY HISTORIC PRESERVATION BOARD

ACTION: Commissioner Bridges made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to re-appoint Mot Davis and appoint Zack Parker and Leon Martin to serve as members of this board*, for a period of four-years, scheduled to conclude June 30, 2023.

REGION C WORKFORCE DEVELOPMENT BOARD

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to re-appoint Beth Norman to serve as a member of this board*, for a period of three-years, scheduled to conclude June 30, 2022.

COMMISSIONER REPORTS

Commissioner Hardin – attended several events in the community such the Cleveland County Amateur Radio (HAM Feast) held at Moss Lake and the Washington Outreach Ministry.

Commissioner Bridges – gave an update on the Cleveland County Fair Fence project.

Commissioner Hutchins – attend the Veteran’s Advisory Council who are preparing for upcoming Memorial Day events.

Commissioner Whetstine – went to the Liberty Mountain production in Kings Mountain, the Cross-Trail Outfitters Fundraiser and gave an update on the upcoming Distinguished Women’s Banquet.

Chairman Allen – attended some of the same events with the other Commissioners. She gave an update on several meetings recently held such as the Mayor’s Round Table and CAGO.

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, August 6, 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*

Cleveland County Board of Commissioners
August 6, 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
Elliot Engstrom, Senior Staff Attorney
Lucas Jackson, Finance Director
Allison Mauney, Human Resources Director
Perry Davis, Emergency Management Director/Fire Marshal
Lorie Poston, E-911 Communications Director
Ryan Wilmoth, Emergency Medical Services Director
Marty Gold, Information Technology Director
Katie Swanson, Social Services Director
Scott Bowman, Maintenance Director
Jason Falls, LeGrand Center Director
Clifton Philbeck, Elections Director
Sandra Orvig, Range Director
Paul Ezell, Building Codes Administrator
Betsy Harnage, Register of Deeds

CALL TO ORDER

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

AGENDA ADOPTION

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

CITIZEN RECOGNITION

Debra Blanton, Commission for Women – recognized Chairman Allen as a recipient of the 2019 Distinguished Women’s Award. Ms. Blanton outlined several accomplishments of Chairman Allen and gave her congratulations for achieving the award.

Stan Shaw, 908 Spring Garden Dr., Shelby –spoke about his concerns regarding possible conditions at the Cleveland County Animal Shelter (CCAS). He attended the July 2019 CCAS Citizen Advisory meeting and reviewed information that was shared during that meeting.

Charlie Colemar, 405 Ferris Dr., Shelby – commented on the volunteers and staff at CCAS and echoed Mr. Shaw’s comments surrounding conditions at the CCAS.

Renee Brittan, 1716 Troy Road, Shelby – is a volunteer at CCAS and advised the shelter has some good staff but is in need of additional employees. She has seen the positive growth of the shelter and stated there is more work to be done and accomplished if everyone works together to achieve the same goals.

Melissa Marino, 1928 Kingston Road, Kingstown – is a past president of an animal rescue in Cleveland County and a concerned citizen involving CCAS. She echoed Ms. Brittan’s comments about everyone working together to achieve a positive common goal for the animals in Cleveland County.

Julie Waseman, 122 Mountainside Drive, Shelby – spoke about the road improvement project for Mountainside Drive. She advised the required petition has been signed by the twenty-five residents who live on this road and hopes the project will be approved soon so the school bus and mail service can start again for the neighborhood.

Benjamin West, 140 Mountainside Drive, Shelby – echoed Mrs. Waseman’s concerns and statements regarding Mountainside Drive.

Lois Smith, 202 W. Zion Church Road, Shelby – is an active volunteer at the Cleveland County Animal Services (CCAS) and spoke of the positive changes that have occurred and the professionalism of all the staff who work at the shelter. Ms. Smith updated the Board on several upcoming events and fundraisers that will benefit CCAS.

CONSENT AGENDA

TAX COLLECTOR’S MONTHLY REPORT

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

TOTAL TAXES COLLECTED JUNE 2019			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2018	\$254,402.95	\$0.00	\$254,402.95
2017	\$49,114.01	\$0.00	\$49,114.01
2016	\$27,913.12	\$0.00	\$27,913.12
2015	\$48,238.53	\$0.00	\$48,238.53
2014	\$26,611.02	\$0.00	\$26,611.02
2013	\$904.31	\$49.24	\$953.55
2012	\$616.63	\$301.35	\$917.98
2011	\$560.11	\$93.09	\$653.20
2010	\$157.36	\$117.07	\$274.43
2009	\$29.62	\$0.00	\$29.62
2008	\$0.00	\$0.00	\$0.00
TOTALS	\$408,547.66	\$560.75	\$409,108.41
DISCOUNT	\$0.00		
INTEREST	\$43,370.29	\$384.33	\$0.00
TOLERANCE	(\$4.31)	(\$0.42)	
ADVERTISING	\$811.56	\$368.10	
GARNISHMEN	\$8,944.36		
NSF/ATTY	\$48.96		
LEGAL FEES	\$0.00		
TOTALS	\$461,718.52	\$1,312.76	\$463,031.28
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$461,718.52	\$1,312.76	\$463,031.28
DEF	\$4,915.04	\$5,245.82	\$0.00
DISC	(\$14.06)	\$466,964.34	\$1,312.76
TOL	(\$0.08)		\$468,277.10
INT	\$344.94		
TOTAL TAXES UNCOLLECTED JUNE 2019			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$1,386,005.31	\$0.00	\$1,386,005.31
2017	\$569,757.09	\$0.00	\$569,757.09
2016	\$319,180.72	\$0.00	\$319,180.72
2015	\$218,721.24	\$0.00	\$218,721.24
2014	\$192,582.50	\$0.00	\$192,582.50
2013	\$133,464.64	\$64,033.98	\$197,498.62
2012	\$101,908.92	\$72,873.16	\$174,782.08
2011	\$76,623.62	\$55,666.39	\$132,290.01
2010	\$69,667.17	\$53,008.33	\$122,675.50
2009	\$69,844.16	\$49,916.65	\$119,760.81
2008	(\$0.00)	\$0.00	(\$0.00)
	\$3,137,755.37	\$295,498.51	\$3,433,253.88
DEF REV	\$759,342.43	\$0.00	\$759,342.43
TOTAL UNCOLLECTED	\$3,897,097.80	\$295,498.51	\$4,192,596.31

TOTAL TAXES COLLECTED JULY 2019			
YEAR	AMOUNT-REAL	AMOUNT-VEHI.	
DEF REV	\$80,607.88	\$0.00	\$80,607.88
2019	\$1,417,581.62	\$0.00	\$1,417,581.62
2018	\$61,959.65	\$0.00	\$61,959.65
2017	\$22,331.35	\$0.00	\$22,331.35
2016	\$6,600.04	\$0.00	\$6,600.04
2015	\$4,825.83	\$0.00	\$4,825.83
2014	\$2,893.32	\$0.00	\$2,893.32
2013	\$1,731.59	\$92.53	\$1,824.12
2012	\$1,079.90	\$144.26	\$1,224.16
2011	\$898.19	\$149.11	\$1,047.30
2010	\$1,130.05	\$0.00	\$1,130.05
2009	\$1,037.44	\$0.00	\$1,037.44
TOTALS	\$1,602,676.86	\$385.90	\$1,603,062.76
DISCOUNT	(\$6,819.08)		
INTEREST	\$18,198.45	\$290.60	\$0.00
TOLERANCE	\$2.49	\$0.00	
ADVERTISING	\$508.44	\$369.87	
GARNISHMEN	\$3,092.69		
NSF/ATTY	\$51.18		
LEGAL FEES	\$507.40		
TOTALS	\$1,618,218.43	\$1,046.37	\$1,619,264.80
MISC FEE	\$81.01	\$0.00	
TAXES COLL	\$1,618,299.44	\$1,046.37	\$1,619,345.81
	\$80,607.88	\$0.00	
	\$1,537,691.56	\$1,046.37	\$1,538,737.93
TOTAL UNCOLLECTED TAXES JULY 2019			
	AMOUNT-REAL	AMOUNT-VEHI.	COMBINED AMT
2019	\$79,478,340.08	\$0.00	\$79,478,340.08
2018	\$1,271,323.81	\$0.00	\$1,271,323.81
2017	\$547,425.74	\$0.00	\$547,425.74
2016	\$312,580.68	\$0.00	\$312,580.68
2015	\$213,895.41	\$0.00	\$213,895.41
2014	\$189,689.18	\$0.00	\$189,689.18
2013	\$131,733.05	\$63,941.45	\$195,674.50
2012	\$100,829.02	\$72,728.90	\$173,557.92
2011	\$75,725.43	\$55,517.28	\$131,242.71
2010	\$68,537.12	\$53,008.33	\$121,545.45
2009	\$68,806.72	\$49,916.65	\$118,723.37
	\$0.00	\$0.00	\$0.00
	\$82,458,886.24	\$295,112.61	\$82,753,998.85

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during ***June 2019***. The monthly grand total of tax abatements was listed as (\$4,718.18) and monthly grand total for tax supplements was listed as \$712,216.39.

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during **July 2019**. The monthly grand total of tax abatements was listed as (\$109,545.49) and monthly grand total for tax supplements was listed as \$168,352.00.

[illegible]

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

TAX COLLECTOR'S SETTLEMENT

CLEVELAND COUNTY, NORTH CAROLINA						
Settlement for Current-Year Taxes and Delinquent Taxes						
REAL AND PROPERTY		INCLUDES DISCOUNT				
SCHEDULE OF AD VALOREM TAXES RECEIVABLE						
YEAR ENDED JUNE 30, 2019						
FISCAL YEAR	UNCOLLECTED BALANCE 06/30/18	ORIGINAL LEVY	DISCOVERIES SUPPLEMENTS	COLLECTIONS	ABATEMENTS AND OTHER CREDITS	UNCOLLECTED BALANCE 06/30/19
2018		\$75,283,310.28	\$8,107,393.26	\$81,843,025.06	\$161,673.17	\$1,386,005.31
2017	\$1,385,682.02		\$1,258.42	\$761,521.24	\$55,662.11	\$569,757.09
2016	\$528,572.45		\$267.08	\$162,817.50	\$46,841.31	\$319,180.72
2015	\$327,690.77			\$108,969.53		\$218,721.24
2014	\$280,224.43			\$87,641.93		\$192,582.50
2013	\$163,399.74			\$29,935.10		\$133,464.64
2012	\$113,185.44			\$11,276.52		\$101,908.92
2011	\$83,213.14			\$6,589.52		\$76,623.62
2010	\$74,344.81			\$4,677.64		\$69,667.17
2009	\$73,796.86			\$3,952.70		\$69,844.16
2008	\$54,584.33		-\$1,440.81	\$386.07	\$52,757.45	\$0.00
2007	\$0.00					\$0.00
Total	\$3,084,693.99	\$75,283,310.28	\$8,107,477.95	\$83,020,792.81	\$316,934.04	\$3,137,755.37
2018 TOTAL DISCOUNTS					-\$211,822.62	
2018 UNCOLLECTABLE BANKRUPTCY FILINGS					\$290,908.72	

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and

unanimously adopted by the Board, *to approve the Tax Collector’s Settlement as submitted by the Tax Assessor.*

DETENTION CENTER: BUDGET AMENDMENT (BNA #002)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and

unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.444.4.762.00		Detention Center/Vending Commission	\$60,000.00	
010.444.5.910.00		Detention Center/Capital Equipment	\$60,000.00	

Explanation of Revisions: Budget allocation of \$60,000 of “Commissary Profit” During the FY2018-2019, the Sheriff transitioned the contract for commissary at the jail. The contract change included a positive variance for the County’s portion of revenue – which increased “commissary profit” over the previous years. The amount collected during the FY 2018-2019 was approximately \$106,000 which was up from \$76,000 during FY 2017-2018. The Sheriff would like to use the profit for Detention Center Capital purchases.

SHERIFF’S OFFICE: BUDGET AMENDMENT (BNA #003)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and

unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.443.4.991.00		State Forfeited Prop/Fund Balance Approp	\$150,000.00	
010.443.5.910.00		State Forfeited Prop/Capital Equipment	\$150,000.00	

Explanation of Revisions: Budget allocation of \$171,454.00 in state forfeiture funds for the purchase of a Lenco Armored Vehicle. The Ballistic Engineered Armored Response Counter Attack Truck (BearCat) has seating for ten and will assist in the protection of law enforcement officers when responding to emergency situations.

VOLUNTEER FIRE DEPARTMENTS: BUDGET AMENDMENT (BNA #004)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and

unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
028.452.5.500.00		Volunteer Fire Dept/Miscellaneous Exp	\$1,120,804.00	
028.452.4.991.00		Emergency Management/Fund Balance Approp	\$1,120,804.00	

Explanation of Revisions: Budget allocation of \$1,120,804.00 for ending balance in capital outlay bank account that was being managed in a trust account at Bank of Ozarks effective July 1, 2019. The county brought this account in house and funds will be kept in separate trust account at Hometrust Bank.

SHERIFF’S DEPARTMENT: BUDGET AMENDMENT (BNA #005)

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and

unanimously adopted by the Board to, *approve the following budget amendment:*

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.438.4.310.00	16738-P438	Sheriff’s Office/Federal Govt Grants	\$2,825.00	
010.438.5.210.00	16738-P438	Sheriff’s Office/Departmental Supply	\$2,825.00	

Explanation of Revisions: Budget allocation of \$2,825.00 in funds received from the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) for the purchase of ammunition.

BOARD OF ELECTIONS: MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is an updated renewal that allows the County to perform Human Resources functions for the Board of Elections. There was an MOU in place from 1997 to 2017 and staff has been working on updating the MOU to include the County’s Pay and Study Classification as well as references to the revised Personnel Ordinance.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the Board of Elections Memorandum of Understanding.*

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CLEVELAND COUNTY BOARD OF ELECTIONS
AND CLEVELAND COUNTY

WHEREAS, Cleveland County (hereinafter "the County") is a body politic and corporate; and

WHEREAS, the County has a personnel ordinance and a system of personnel management and administration for County employees as authorized by North Carolina General Statutes Chapter 153A; and

WHEREAS, the County's personnel ordinance and personnel system apply automatically only to employees of Cleveland County government, its agencies and departments; and

WHEREAS, the Cleveland County Board of Elections (hereinafter the "Board") is an independent governmental unit established pursuant to Article 4 of North Carolina General Statutes Chapter 163A; and

WHEREAS, the Board recommends the appointment and removal of the Elections Director (hereinafter "the Director") and directly appoints and removes staff employees who are supervised by the Elections Director; and

WHEREAS, the Board has neither a personnel office nor a formal system of personnel administration; and

WHEREAS, the County may provide personnel administration services to employees of governmental agencies who are not County employees upon written agreement with the County, except to the extent that such agreement conflicts with law;

The Board and the County mutually agree as follows:

Section 1. The County will, by and through its Human Resources department and other resources, provide assistance to the Director of Elections in administering a uniform system of leave, compensation, and benefits under the procedures that apply to County employees. It is understood that employee leave scheduling and all other matters concerning supervision or management of employees within the Board are within the supervisory authority of the Director.

Section 2. Upon request of the Board, the Cleveland County Human Resources Department will provide assistance in the position classification plan for the Board.

Section 3. The Board and the Director will observe the County's policies and procedures concerning employee personnel review, general employment rules and employee selection and separations in a manner consistent with the Board's enabling legislation. This agreement does not affect the Board's statutory authority to appoint and remove employees.

Section 4. The County's policies and procedures concerning disciplinary actions against employees and employee grievances will govern this aspect of personnel administration; however,

1

any appeals from employment decisions made by the Director will be heard and disposed of only by the Board.

Section 5. Cleveland County Ordinance Articles II, Position Classification Plan and Article III, Compensation Plan will be observed by the Cleveland County Board of Elections. The Deputy Director and Elections specialist will be eligible to receive an additional increase of 2% of base salary following the initial completion of the Certified NC Elections Administrator state certification. These positions will also be eligible to receive an additional increase of 2% of base salary following the completion of the National Certification provided through Election Center. The Election Director will be eligible to receive a one-time increase of 4% to base salary following the completion of both of the state and national certifications. These increases will not be retroactive.

Section 6. Implementation of the provisions of this Memorandum of Understanding shall be in accordance with Chapter 163A of the North Carolina General Statutes, and said Chapter shall control any implementation and interpretation of this Memorandum.

Section 7. This Memorandum of Understanding will be effective when signed by both parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon ninety (90) days written notice by either party.

COUNTY OF CLEVELAND, NORTH CAROLINA

Susan Allen
Susan Allen, Chairman
Cleveland County Board of Commissioners

The signing of this Memorandum of Understanding was authorized by the Cleveland County Board of Commissioners at a meeting held on August 6, 2019.

Phyllis Nowlen
Phyllis Nowlen, Clerk to the Board
Cleveland County

Date: 08/06/19

BOARD OF ELECTIONS
CHAIRMAN
8/12/19
DATE

2

The signing of this Memorandum of Understanding was authorized by a resolution of the Board of Elections at a meeting held on August 12, 2019.

DIRECTOR OF ELECTIONS
Chilton W. Phillips
Chilton W. Phillips, Director
08/12/19
DATE

LEGAL: REPORT OF TAX SETTLEMENT

The Board of Commissioners has approved, and Wal-Mart Stores, Inc. ("Wal-Mart") and the Property Tax Commission have accepted, a settlement ending Wal-Mart's appeal of the tax value of Parcel # 28316. Per the order from the Property Tax Commission, the parcel's value for taxation purposes was reduced from \$44,240,624 to \$39,999,615. The adjusted valuation applies from January 1, 2018 until the date of the next county-wide revaluation, unless there are changes to the property that warrant a change in value under N.C.G.S. § 105-287.

ORDER

The following property is under appeal to the Property Tax Commission from a decision of the Cleveland County Board of Equalization and Review for 2018.

The County taxing officials and the property owner reached an agreement satisfactory to both concerning the value of the subject property, and notified the Commission of the terms of the agreement.

This Order closes our file relative to the appeal.

Name: Wal-Mart Stores East, LP / Walmart Stores, Inc.		18 PTC 0308
Description	Present Value	New Value
28316	\$44,240,624	\$39,999,615

IT IS THEREFORE ORDERED AND DECREED that the Cleveland County taxing officials adjust the valuation of the subject property as herein provided and enter said adjusted valuation in the tax records of Cleveland County as of January 1, 2018.



NORTH CAROLINA PROPERTY TAX COMMISSION
Robert C. Hunter
Robert C. Hunter, Chairman

ENTERED: 6.28.19

ATTEST: *Stephen Peltrey*
Stephen Peltrey, Commission Secretary

Copies of this Order provided to:

Mr. Gilbert C. Laite, III Williams Mullen PO Box 1000 Raleigh, NC 27602	Mr. Chris Green - Cleveland County Assessor	Mr. Tim Moore - Cleveland County Attorney
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LEGAL: TACC LEASE AGREEMENT

The County owns property located at 952 Airport Road in Shelby that it has, in the past, leased to TACC.

Due to the fact TACC is a nonprofit corporation that provides transportation services to citizens of Cleveland County, the County has leased the property to TACC for one dollar (\$1.00) per year for ten years. The lease would continue this arrangement. Per N.C.G.S. § 160A-272(a1), the County may only lease property pursuant to a resolution of the Board of Commissioners authorizing the execution of the lease agreement adopted at a regular meeting upon 30 days’ public notice. The required notice was published in The Shelby Star on July 3, 2019. (copy of lease found in Minute Book _____ page _____.)

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



FOOTHILLS PUBLIC SHOOTING COMPLEX: SHOOTING RANGE BY-LAWS & POLICIES AND PROCEDURES

The By-Laws have been recommended to be changed by the Shooting Range Advisory Board. Included in Board member packets were the Updated Policies and Procedures, changes marked in yellow for the Board's review. These policies were updated by Kevin West, a consultant with the Range, as well as review by the Shooting Range Director Sandra Orvig, Senior Staff Attorney Elliot Engstrom, Commissioner Hutchins, Brian Epley and recommended by the Shooting Range Advisory Board.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, ***approve the Shooting Range Advisory Board's By-Laws and Policies and Procedures.*** (copy of the By-Laws and Policies and Procedures are filed in the Clerk's office).

CLEVELAND COUNTY SCHOOLS: SURPLUS PROPERTY – 1205 NORTHSIDE DRIVE

The old North Shelby School is located at 1205 Northside Drive. The property is currently owned by Cleveland County Schools and is not being used in the school district. Per N.C.G.S 115C-518, if the County has no interest in the property, the Board of Education would like to move forward with the potential sale of property as the property has been declared surplus.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, ***allow the Board of Education to move forward with the potential sale of surplus property located at 1205 Northside Drive, Shelby.***

PLANNING DEPARTMENT: CASE 19-09; REQUEST TO REZONE PROPERTY FROM
RESIDENTIAL (R) TO GENERAL BUSINESS CONDITIONAL DISTRICT (GB-CD) AT 735 WINN ROAD
(Schedule Public Hearing for September 3, 2019)

Jay and Deborah Carpenter are requesting to rezone property at 735 Winn Road from Residential (R) to General Business Conditional District (GB-CD). The property is one acre located on Winn Road, south of Mooresboro near the County line. The Carpenter's have acquired the property and wish to construct a building to operate a sign business at this location. They have submitted an application and site plan showing how the property will be used. This area is comprised mostly of rural residential uses, with a home-based auto sales business along the same road. The surrounding zoning districts include Residential, with the auto sales parcel zoned Rural Agriculture Conditional District. The Land Use Plan designates this area as future Residential. The Planning Board will review the case on August 22, 2019.

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

COMMISSIONERS: NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS (NCACC)
VOTING DELEGATE

An appointment is needed for the 2019 NCACC Annual Conference which will be held in August. It is recommended Commissioner Johnny Hutchins serve as the voting delegate as he is already on the NCACC Board of Directors and Commissioner Bridges serve as the secondary voting delegate.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***appoint Commissioner Hutchins to serve as the primary voting delegate and Commissioner Bridges serve as secondary voting delegate during the 2019 Annual NCACC Conference.***



**Designation of Voting Delegate
to NCACC Annual Conference**

I, Johnny Hutchins, hereby certify that I am the duly designated voting delegate for Cleveland County at the 112th Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: Jay Hutchins
Title: Commissioner

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC
323 W. Jones Street, Suite 500
Raleigh, NC 27603
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685

REGULAR AGENDA

MOUNTAINSIDE DRIVE PRELIMINARY ASSESSMENT RESOLUTION

Chairman Allen recognized Chris Martin, Senior Planner, to present the Mountainside Drive Preliminary Assessment Resolution. Planning staff has received an application from the residents of Mountainside Drive to participate in the Road Paving Assessment Program. Each of the twenty-five properties on Mountainside Drive will be assessed at an “equal rate per lot” to pave this street in accordance with North Carolina Department of Transportation (NCDOT) standards. The submitted petition represents eighty percent of the lots and eighty-seven percent of the road frontage, satisfying the minimum required by North Carolina General Statute (N.C.G.S.) 153A-205. Cleveland County may finance the costs of improvements made under the supervision of NCDOT to streets in the unincorporated areas of the county, which are not a part of the state-maintained system. These streets which were approved and plat recorded with the Register of Deeds after September 30, 1975, shall be improved to meet the standards of the Secondary Roads Council and therefore be accepted for state maintenance. No project may commence under N.C.G.S. 153A-205 prior to approval by NCDOT.

Property owners abutting a private street may petition the county to assess property owners for 100% of the costs of improvements. The petition must be signed by seventy-five percent of the property owners and these petitioners must also represent seventy-five percent of the lineal feet of road frontage. In addition, \$1.00 per linear foot is charged to the project to cover administrative costs. If the petition is withdrawn by the property owners at any time during the process, the Board of Commissioners may assess each property owner for all costs incurred by the County, such as but not limited to: surveying fees, engineering fees, permits, legal fees, and advertising. Assessments are collected in the same manner as property taxes, and payable within five years at an annual interest rate of eight percent.

Participation in a public or private street assessment program by the Cleveland County Board of Commissioners shall be conditional on the availability of adequate funds set aside in the Street Assessment Fund not to exceed one project per fiscal year.

Area contractors on the NCDOT Contractor Directory, were sent a Request for Proposal (RFP) to solicit bids on this project in July 2019. The RFP was also advertised on the County website. Bids are to be received by August 9, 2019. A public hearing is scheduled for Tuesday, September 3rd. After hearing comments from the property owners, the Board may then award the contract and adopt the Final Assessment Resolution which will set the amount charged to each lot.

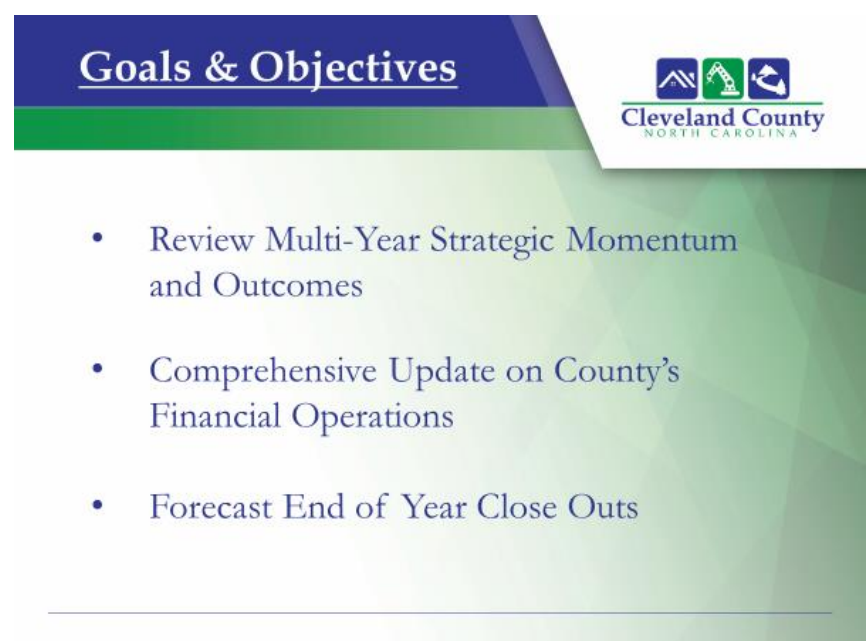
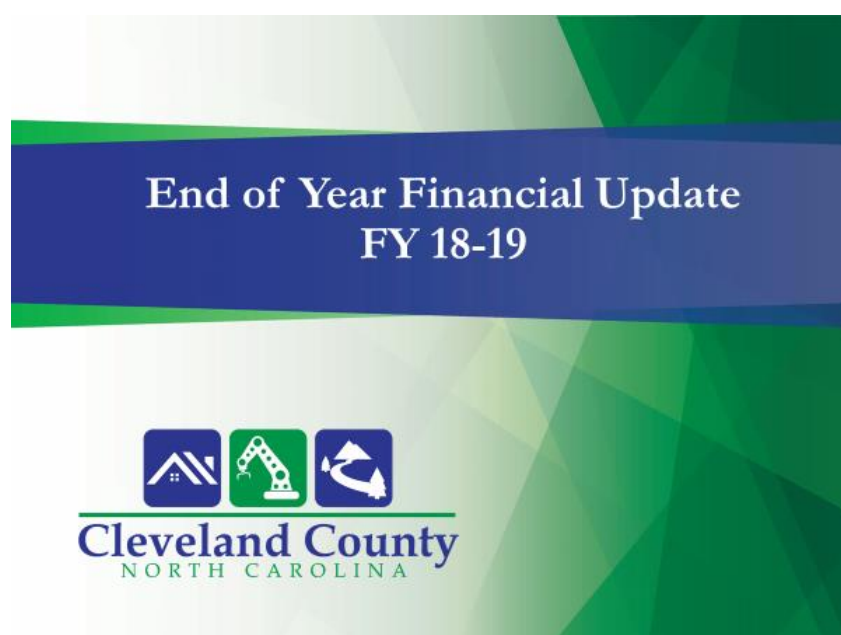
Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins inquired about the assessed interest rate. Mr. Martin explained the interest rate was set when the policy was adopted. County Manager Brian Epley added the interest rate can be changed at the September 3rd Public Hearing upon approval from the Board. The resolution to be voted on at this meeting does not lock in the interest rate or the repayment time frame.

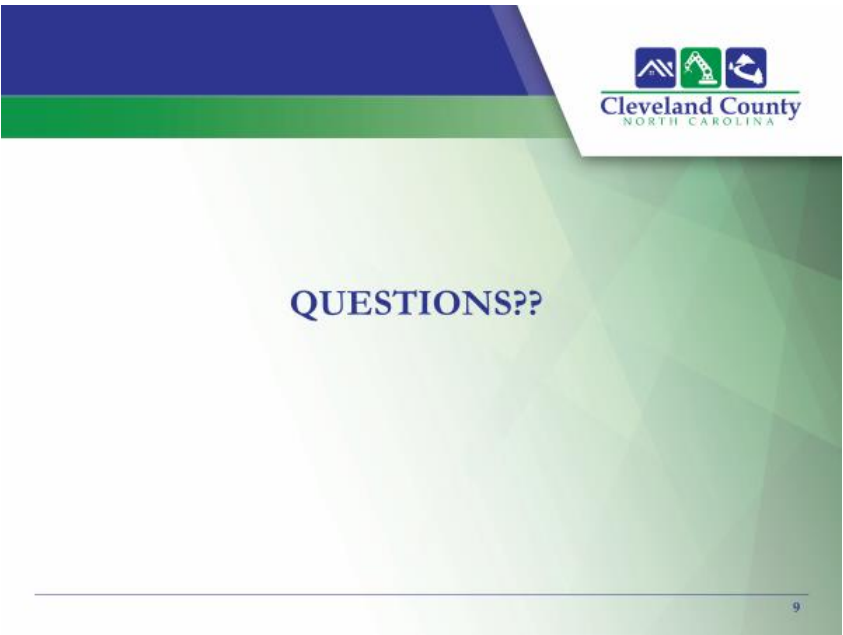
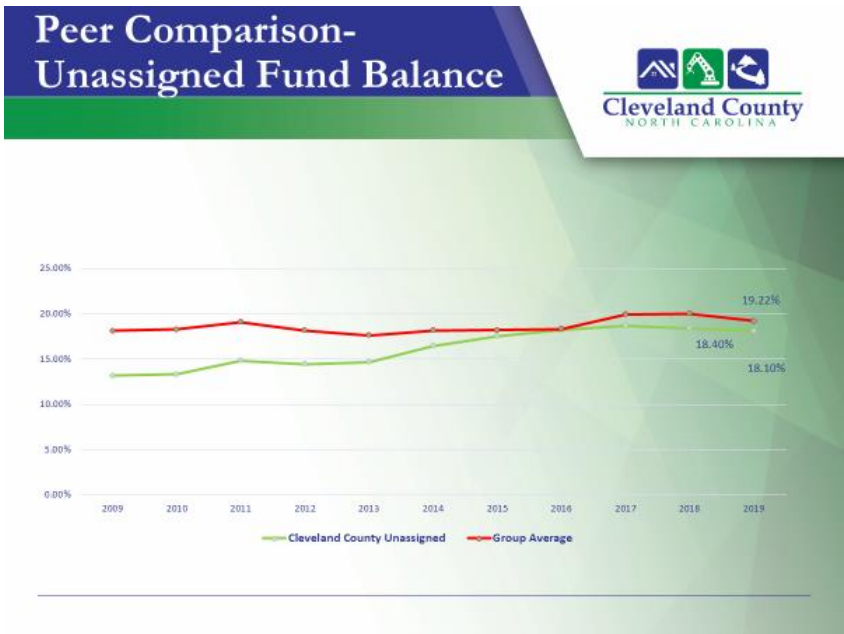
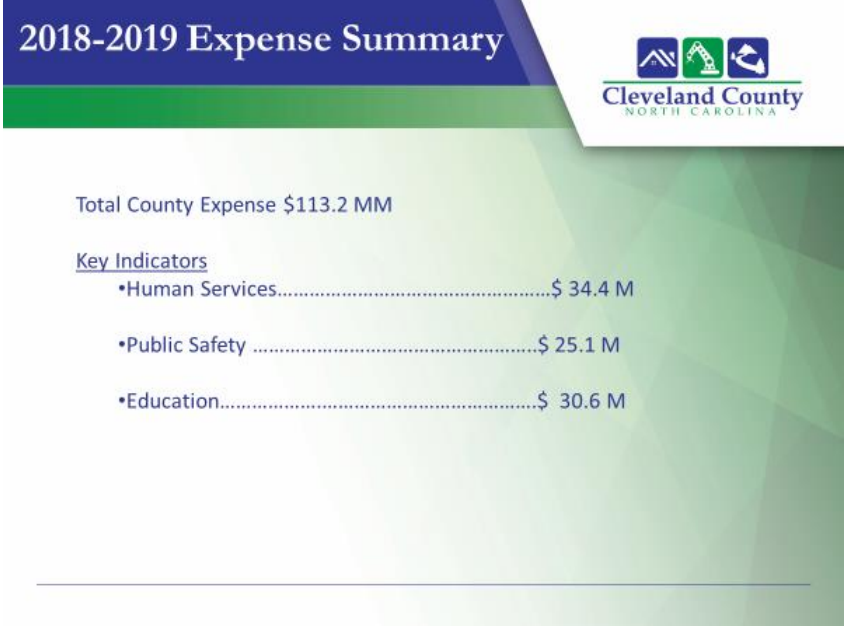
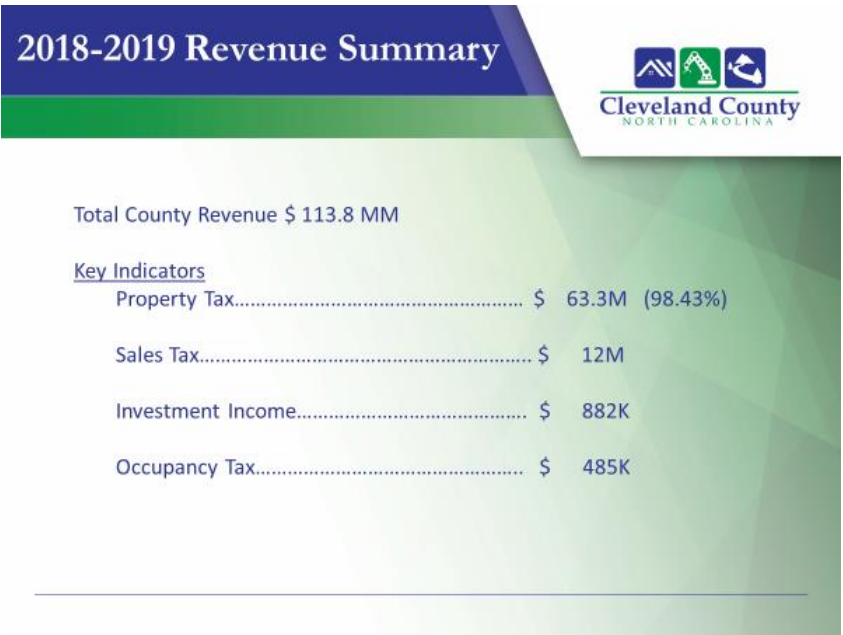
ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Mountainside Drive Preliminary Resolution.***



END OF YEAR FINANCIAL UPDATE

Chairman Allen called Lucas Jackson, Finance Director, to the podium to present the End of Year Financial Update. The County is concluding a very successful 2018 – 2019 fiscal year. The auditors will be here in October to finish the final notation of the fiscal year for their Finding of facts report. Mr. Jackson reviewed the following PowerPoint to the Board.





The Board thanked Mr. Jackson and the finance staff for their continued hard work and the dedication they put in to ensure the County continues to be effective and successful.

PLANNING DEPARTMENT: CASE 19-07; CODE TEXT AMENDMENT

Chairman Allen recognized Chris Martin, Senior Planner, to present Case 19-07; Code Text Amendment.

Mr. Martin reminded the Board at their June 18, 2019 regular meeting, a public hearing was held to hear a request to amend the County’s code to allow accessory structures on parcels without a residence. The petitioners, Jay and Deborah Carpenter were present at the public hearing. During that meeting, there were questions regarding interpretations of the Code and the petitioner’s options. The Board tabled their decision until the August 6, 2019 regular meeting to give staff and the Planning Board time to review possible avenues for the petitioner’s request.

Staff has further reviewed the applicable sections of the Code and have met with the petitioners to explain the Code and their options. Mr. and Mrs. Carpenter have requested to add language to Sections 12-21 and 12-138 that will allow accessory structures on lots without a primary structure if they meet the following criteria:

- Residential zoning districts only
- Accessory building lot is no more than 660 feet (1/8 mile) from landowner’s house lot
- Accessory building lot must be on the same road as the house lot
- Both accessory building lot and the house lot must have the same owner

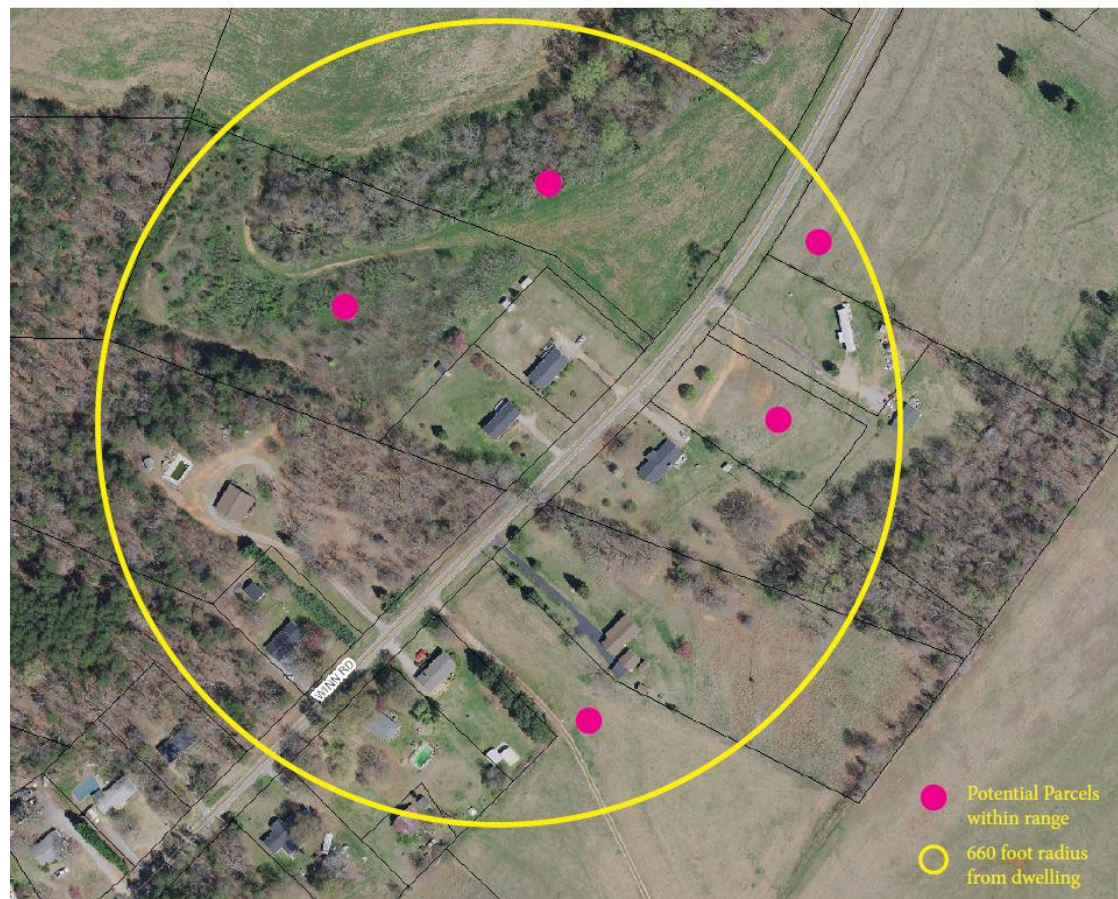
The Planning Board voted unanimously to recommend denying code amendment request 19-07 as written.

The Board expressed concern about allowing an amendment that lessened the established Residential zoning restrictions across the entirety of Cleveland County. There was also concern about the potential creation of nonconforming lots and of businesses being established in accessory buildings placed on vacant residential lots. Planning staff sent this case to Isothermal Planning and Development Commission (IPDC) for a recommendation. IPDC’s determination was the Planning Board was correct to recommend denying the proposed text amendment. They believe the cons of approving the text amendment greatly outweigh the pros. The primary reason they recommended denying this text amendment is, by allowing it may create non-conforming structures when one of the associated lots is sold individually. Additionally, allowing accessory structures to occupy lots without primary structures may pose a great risk to surrounding residential property values and may encourage unpermitted non-residential uses in residential districts. Staff also reached out to counties in the region to inquire if they allow accessory type buildings on vacant lots. Below are the responses received:

County and City Allowances for accessory buildings on vacant residential lots
(per NC listserv)

County/Municipality		Allowance
1	Person County	None
2	Charlotte	None
3	Eden	None
4	Forest City	Yes less than 1000sqft and more than 5ac
5	Chapel Hill	None
6	Summerfield	None
7	Vass	None
8	Gaston County	None
9	Polk County	None
10	McDowell County	None
11	Rutherford County	No County wide zoning
12	Whispering Pines	Allowed in RA, less than 1000 square feet, maximum height of 20 feet, must be enclosed
13	Rockingham County	None
14	Gibsonville	No
15	Albemarle	Yes on adjacent parcel
16	Camden County	No
17	Unionville	No
18	Hickory	No
19	Granville	Yes without power
20	Catawba County	No
21	Black Mountain	No
22	Belmont	No
23	Eden	No
24	Lincolnton	No
25	Garner	No

Winn Road - Carpenter Property



Chairman Allen opened the floor to the Board for discussion and questions. Commissioner Whetstine stated the Planning Department has worked extremely hard to review all the possible options that may be available to the petitioners. He added approving the request would affect over 30,000 other parcels in the county.

ACTION: Commissioner Whetstine made a motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board to, *deny the petition to amend Section 12-138 and 12-21 of the Cleveland County Unified Development Ordinance to allow accessory structures on lots without a residence.*

SALES TAX REFERENDUM RESOLUTION

The North Carolina General Assembly has enacted Article 46 of Chapter 105 of the North Carolina General Statutes, the “One-Quarter Cent County Sales and Use Tax Act”, authorizing counties to levy a one-quarter (0.25%) percent sales and use tax. To enact this local sales and use tax, Cleveland County must conduct an advisory referendum in accordance with the provisions of North Carolina General Statute 163-287. An advisory referendum will be placed on the November 2019 election ballot. Chairman Allen asked the Clerk, Phyllis Nowlen, to read the following resolution:



Resolution

Resolution 14-2019

Resolution Supporting One Quarter Cent (1/4 cent) Local Sales and Use Tax Referendum

WHEREAS, "Identify strategies to make Cleveland County a desirable place to live, work, learn and play with a strategic focus on enhancing the quality of life for our residents" is a top priority of Cleveland County Commissioners; and,

WHEREAS, Commissioners are committed to the vision of improving the quality of life for all our citizens by strengthening our partnerships with schools and municipalities throughout the county. We are strongly committed to this shared vision and to the teamwork that's required to make it a reality; and,

WHEREAS, the North Carolina General Assembly has enacted Article 46 of Chapter 105 of the North Carolina General Statutes, the "One-Quarter Cent County Sales and Use Tax Act", authorizing counties to levy a one-quarter percent (0.25%) sales and use tax; and,

WHEREAS, to enact this local sales and use tax, Cleveland County must conduct an advisory referendum in accordance with the provisions of North Carolina General Statute 163-287; and,

WHEREAS, an advisory referendum will be placed on the November 2019 election ballot;

NOW THEREFORE BE IT RESOLVED:

Section 1: The Cleveland County Board of Commissioners hereby states its intent to use the revenues from Article 46 One Quarter Cent (1/4 cent) Local Sales and Use Tax, if approved by the voters of Cleveland County, for school capital and community development in Cleveland County.

Section 2: The Cleveland County Board of Commissioners believe the amount of additional sales tax generated to be approximately \$2,000,000.

Section 3: It is the intention of the Cleveland County Commissioners to invest additional sales tax proceeds, up to \$1,000,000, proportionately to Cleveland Community College and public schools in Cleveland County for the purpose of funding educational capital projects.

Section 4: It is the intention of the Cleveland County Commissioners to invest additional sales tax proceeds up to \$1,000,000 to be used for Community Development projects through a competitive Municipal Grant Program of which all Cleveland County municipalities are eligible to apply.

Section 5: A referendum is hereby called during the times the polls are open for the November election, at which there shall be submitted to voters of Cleveland County the question stated in Section 6 of this resolution.

Section 6: The Board of Commissioners is requesting Cleveland County Board of Elections hold said referendum and take all necessary steps required under North Carolina General Statutes 163-287.

Section 7: The form of the question to appear on the ballot and in the instruction to voters shall appear as follows:

Local sales and use tax at the rate of one quarter percent (0.25%) in addition to all other State and local sales and use taxes.

[] FOR [] AGAINST

Section 8: This resolution shall take effect upon its passage.

Adopted this the 6th day of August, 2019.

Susan Allen, Chairman

Ronnie Whetstone, Vice-Chairman

Johnny Hutchins, Commissioner

Doug Bridges, Commissioner

Deb Hardin, Commissioner



Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins stated this sales tax will benefit the residents of Cleveland County. Commissioner Bridges advised he is not in favor of raising taxes but agrees with Commissioner Hutchins about the advantages the community will receive with the quarter-cent sales tax stating, "it will be the citizens who vote in November who decide if the Sales Tax Referendum passes."

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously adopted by the Board to, ***approve the Sales Tax Referendum Resolution.***

PUBLIC HEARING

INSTALLMENT FINANCING

Chairman Allen called County Manager Brian Epley to the podium to present information regarding the Installment Financing for 315 East Graham Street, Shelby. The chosen financing method will be presented tonight that will take the County one step farther in a strategy to purchase the building in which the Shelby Star is currently operating in. In 2016, the county completed a comprehensive and master facility plan. Engineers came in and reviewed every square foot of county property, giving their assessment in growth, population, compression areas, etc. The study helped advise the county by developing a comprehensive long-term capital improvement plan that addressed areas where there is capacity that can be better utilized. Staff has been operating off of that assessment tool to be intentional in making capital improvement decisions.

The courthouse is one of the areas the consultants recommended staff devote attention to due to the compression of the departments in that building such as Information Technology, E-911 Communications, Emergency Management and the Sheriff’s Office all operated at that building. Since that time, departments have been moved to help alleviate the limited amount of space. Mr. Epley reviewed the following PowerPoint to the Board.



Installment Financing

Shelby Star Building

August 6, 2019

PUBLIC SAFETY CAMPUS DEVELOPMENT



PROPERTY
315 E. GRAHAM ST
2.07 ACRES
96 PAVED PARKING SPACES
FRONT AND REAR ACCESS
DRIVE THRU CANOPY
DIRECTLY NEXT TO COURTHOUSE



BUILDING
30,000 (+) SF TOTAL
87% OFFICE
13% WAREHOUSE
BRICK AND BLOCK CONSTRUCTION
CONCRETE SLAB FLOORS (UPPER & LOWER)


LEASE AGREEMENT INFO



Landlord: 315 East Graham (Shelby), LLC
Tenant: Halifax Gaston/Shelby LLC

- Commencement Date: May 1, 2013 - May 1, 2033
- Rent: Approximately \$100,000 per year
- Insurance & Maintenance: Tenant has to maintain insurance for fire, property damages, and extended risk, specifically including flood damage. Tenant also has to maintain liability insurance. Landlord has no obligation to make any improvements to the leased premises.
- Terms & Lease Agreement would transfer with acquisition of property by County.
- Lease term- Shall remain the same. County may request the Lessee to vacate property given a 120-day formal notice.


Finance Recommendations



YEAR	LEASE RENT	(DEBT PYMT)	NET COST
2020	\$100,000	\$ -0-	\$ 100,000
2021	\$100,000	\$ (160,000)	\$ (58,000)
2022	\$100,000	\$ (160,000)	\$ (58,000)
2023	\$100,000	\$ (160,000)	\$ (58,000)

Net Cost per square ft..... \$42

Finance Recommendations



Recommended Lender - Zion Bank

- Amount Financed \$1,500,000
- 15 year Term
- No Bank Closing Cost Fees
- No penalty/premium for prepayment

Closing Date - 9/26/19
First Debt Payment - 9/1/20 FY 20-21
Final Maturity - 9/1/34

Annual Debt Service Requirements


Debt Service Payment	-	\$158,000
Less -Current Lease Action	-	(100,000)
Approx. Annual County Cost	-	\$58,000

Financing Schedule



- May - Staff Property Evaluation
- June - RFP submission
- Mid July - Phase 1 Environmental Analysis
- July 30th - Review RFP responses and compare proposals
- August 6th - Public Hearing/ Consideration of winning bidder
- August 29th - Agenda deadline for September 3rd County Board meeting.
- September 3rd - County Board considers adopting Final Resolution
- September 10th -LGC considers approving financing
- September 26th - Close on financing


Preliminary Finding Resolution & Installment Financing Contract Package Resolution



- Preliminary Finding Resolution, August 6, 2019

Approved Action Item	Pre-Approved by LGC
Public Purpose Need – Hold Public Hearing	✓
Affordability Analysis	✓
Preliminary Approval of Zion Public Finance	✓
- Installment Financing Contract Package Resolution - For Consideration September 3, 2019

Recommended Approval Items
Approve Financing Documents
Approve Transactional Documents
Authorize County Staff to complete closing



Questions?

Chairman Allen opened the Public Hearing at 7:18 pm for anyone wanting to speak for or against the Installment Financing. (*Legal Notice was published in the Gaston Gazette on Friday, July 19, 2019 by Robinson Bradshaw Law Firm*).

Hearing no comments, Chairman Allen closed the Public Hearing at 7:19 pm.

Chairman Allen opened the floor to the board for questions and discussion. Board members echoed Mr. Epley's statements concerning the lack of space at the courthouse and stated this was a good opportunity for the county.

ACTION: Commissioner Whetstine made a motion, seconded by Commissioner Hutchins, and passed unanimously by the Board to, ***approve the Installment Financing Preliminary Finding Resolution.***

DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

1. This declaration of official intent is made pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Regulations which may be promulgated hereafter, to expressly declare the County's intention to reimburse itself (or an entity on behalf of which it incurs debt) for certain expenditures heretofore paid or to be paid by the County (or an entity on behalf of which it incurs debt), such reimbursement to be made with the proceeds of debt to be incurred by the County.

2. The County (or an entity on behalf of which it incurs debt) has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") relating to the building that previously housed the American Red Cross and currently houses the County Emergency Medical Services (the "Project").

3. The funds heretofore advanced or to be advanced by the County (or an entity on behalf of which it incurs debt) to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County (or an entity on behalf of which it incurs debt) to permanently finance the Original Expenditures.

4. As of the date hereof, the County reasonably expects that it will reimburse itself (or an entity on behalf of which it incurs debt) for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be issued with respect to the Project is expected to be \$2,000,000.

Dated: 5-16-2019



Chief Financial Officer

BOARD APPOINTMENTS

SHOOTING RANGE ADVISORY BOARD

ACTION: Commissioner Bridges made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, ***to appoint Donald Costner, Tessie Ferguson, Robert Cabaniss Jr., Charles Lowe and Major Rudy Parnell Jr. to serve as members of this board***, for a period of three-years, scheduled to conclude June 30, 2022.

FIREFIGHTERS RELIEF FUND BOARD

ACTION: Commissioner Hardin made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, ***to appoint Sandy Stroup to serve on the Firefighters Relief Fund Board***, to fill the unexpired term of Debbie Clary.

CLOSED SESSION

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to go into closed session per N.C.G.S. 143-318.11(a)(3) and (a)(6) to consult with an attorney in order to preserve the attorney-client privilege and to consider a personnel matter. (Copy of closed session minutes are sealed and found in Closed Session Minute Book).*

RECONVENE IN REGULAR SESSION

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

Chairman Allen announced the Board took action on a personnel matter while in close session.

ADJOURN

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

Tax Collector's Monthly Report

Department: Tax Administration
Agenda Title: August 2019 Collection Report
Agenda Summary:
Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Monthend_Real_August2019.pdf	August Real Estate Collections
<input type="checkbox"/> Monthend_Vehicle_August2019.pdf	August Vehicle Collections
<input type="checkbox"/> Percentage_2019_2020.pdf	August Percentage

TOTAL TAXES COLLECTED AUGUST 2018

YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2019	\$37,299,771.87	\$0.00	\$37,299,771.87
2018	\$86,862.67	\$0.00	\$86,862.67
2017	\$21,048.97	\$0.00	\$21,048.97
2016	\$5,412.39	\$0.00	\$5,412.39
2015	\$2,756.60	\$0.00	\$2,756.60
2014	\$898.31	\$0.00	\$898.31
2013	\$741.95	\$153.04	\$894.99
2012	\$595.33	\$102.79	\$698.12
2011	\$304.03	\$21.33	\$325.36
2010	\$382.77	\$20.50	\$403.27
2009	\$133.53	\$0.00	\$133.53

TOTALS	\$37,418,908.42	\$297.66	\$37,419,206.08
DISCOUNT	(\$186,446.45)		
INTEREST	\$14,455.80	\$150.81	\$0.00
TOLERANCE	\$258.87	\$0.00	
ADVERTISING	\$380.00	\$104.27	
GARNISHMENT	\$1,219.21		
NSF/ATTY	\$7.96		
LEGAL FEES	\$907.44		
TOTALS	\$37,249,691.25	\$552.74	
MISC FEE	\$121.91	\$0.00	
TAXES COLL	\$37,249,813.16	\$552.74	\$37,250,365.90
	\$37,249,813.16	\$552.74	

TOTAL TAXES UNCOLLECTED AUGUST 2018

	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2019	\$42,209,341.60	\$0.00	\$42,209,341.60
2018	\$1,184,444.56	\$0.00	\$1,184,444.56
2017	\$526,103.90	\$0.00	\$526,103.90
2016	\$306,907.77	\$0.00	\$306,907.77
2015	\$210,706.44	\$0.00	\$210,706.44
2014	\$188,790.87	\$0.00	\$188,790.87
2013	\$130,991.10	\$63,788.41	\$194,779.51
2012	\$100,233.69	\$72,626.11	\$172,859.80
2011	\$75,421.40	\$55,495.95	\$130,917.35
2010	\$68,154.35	\$52,987.83	\$121,142.18
2009	\$68,673.19	\$49,916.65	\$118,589.84
	\$45,069,768.87	\$294,814.95	\$45,364,583.82

REAL-PERSONAL
COUNTY GENERAL

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$20,650,852.87		
2018	\$47,105.07		
2017	\$11,343.10		
2016	\$2,979.44		
2015	\$1,458.97		
2014	\$509.24		
2013	\$459.98		
2012	\$348.62		
2011	\$183.29		
2010	\$222.61		
2009	\$98.89		

ACCOUNT NOS.

SUB TOTAL	\$20,715,562.08
DISCOUNT	(\$106,098.48)
INTEREST	\$8,757.94
ADVERTISING	\$380.00
GARNISHMENT	\$1,219.21
NSF/ATTY	\$7.96
LEGAL FEES	\$907.44
TOLERANCE	\$162.74
TOTAL	\$20,620,898.89
Misc Fee	\$121.91
	\$20,621,020.80

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$21,428,210.08	\$43,964,071.04	48.74%	\$22,535,860.96
2018	\$46,054,716.39	\$46,678,054.35	98.66%	\$623,337.96
2017	\$43,904,604.86	\$44,183,935.69	99.37%	\$279,330.83
2016	\$43,593,882.99	\$43,749,783.85	99.64%	\$155,900.86
2015	\$42,914,785.66	\$43,029,834.37	99.73%	\$115,048.71
2014	\$42,076,840.04	\$42,171,866.22	99.77%	\$95,026.18
2013	\$41,137,259.65	\$41,203,911.73	99.84%	\$66,652.08
2012	\$38,767,829.59	\$38,820,667.00	99.86%	\$52,837.41
2011	\$36,263,156.18	\$36,300,701.22	99.90%	\$37,545.04
2010	\$34,612,669.87	\$34,649,485.04	99.89%	\$36,815.17
2009	\$34,257,271.59	\$34,292,461.78	99.90%	\$35,190.19

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

Respectfully,

 Necole E. Richard
 Tax Collector

REAL-PERSONAL
COUNTY FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$1,390,845.98		
2018	\$3,537.07		
2017	\$864.02		
2016	\$175.13		
2015	\$85.50		
2014	\$34.52		
2013	\$33.86		
2012	\$8.22		
2011			
2010	\$7.61		
2009	\$5.21		
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$1,395,597.12		
DISCOUNT	(\$7,241.89)		
INTEREST	\$618.67		
TOLERANCE	\$14.46		
TOTAL	\$1,388,988.36		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$1,427,067.59	\$2,738,717.97	52.11%	\$1,311,650.38
2018	\$2,851,428.15	\$2,895,156.32	98.49%	\$43,728.17
2017	\$2,809,183.20	\$2,830,147.53	99.26%	\$20,964.33
2016	\$1,465,060.40	\$1,471,201.86	99.58%	\$6,141.46
2015	\$1,454,021.45	\$1,458,225.85	99.71%	\$4,204.40
2014	\$1,447,376.40	\$1,450,442.64	99.79%	\$3,066.24
2013	\$1,485,002.56	\$1,487,359.99	99.84%	\$2,357.43
2012	\$864,925.27	\$865,993.49	99.88%	\$1,068.22
2011	\$774,900.62	\$775,820.57	99.88%	\$919.95
2010	\$766,328.82	\$767,219.15	99.88%	\$890.33
2009	\$761,815.14	\$762,499.83	99.91%	\$684.69

(COUNTY FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

Respectfully,

 Necole E. Richard
 Tax Collector

SUB TOTAL	\$884,376.34
DISCOUNT	
INTEREST	
TOLERANCE	
TOTAL	\$884,376.34

Respectfully,
Necole E. Richard
Tax Collector

VENDOR

3170

REAL-PERSONAL
CLEVELAND COUNTY SCHOOLS

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$5,434,445.60		
2018	\$12,396.16		
2017	\$2,985.03		
2016	\$784.14		
2015	\$383.95		
2014	\$134.05		
2013	\$121.03		
2012	\$91.73		
2011	\$48.23		
2010	\$58.59		
2009	\$26.03		
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$5,451,474.54		
DISCOUNT	(\$27,885.13)		
INTEREST	\$2,304.81		
TOLERANCE	\$42.12		
TOTAL	\$5,425,936.34		020.600.5.524.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>				
2019	\$5,639,013.41	\$11,569,520.24	48.74%	\$5,930,506.83	
2018	\$12,119,687.31	\$12,283,726.08	98.66%	\$164,038.77	
2017	\$11,553,871.05	\$11,627,379.55	99.37%	\$73,508.50	
2016	\$11,472,102.88	\$11,513,130.03	99.64%	\$41,027.15	
2015	\$11,293,392.96	\$11,323,669.72	99.73%	\$30,276.76	
2014	\$11,072,882.16	\$11,097,889.83	99.77%	\$25,007.67	
2013	\$10,825,624.90	\$10,843,165.36	99.84%	\$17,540.46	
2012	\$10,202,071.27	\$10,215,976.17	99.86%	\$13,904.90	
2011	\$9,542,748.99	\$9,552,629.63	99.90%	\$9,880.64	
2010	\$9,108,381.14	\$9,118,069.12	99.89%	\$9,687.98	
2009	\$9,014,627.97	\$9,023,888.60	99.90%	\$9,260.63	

Respectfully,

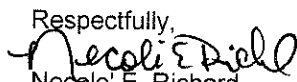
 Necole E. Richard
 Tax Collector

VENDOR 5110 REAL-PERSONAL
FALLSTON FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$3.94		
2018			
2017			
2016			
2015	\$10.03		
2014			
2013			
2012	\$10.66		
2011	\$16.08		
2010			
2009			
			<u>ACCOUNT NOS</u>
SUB TOTAL	\$40.71		
DISCOUNT	(\$0.03)		
INTEREST	\$23.92		
TOLERANCE			
TOTAL	\$64.60		074.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$48.04	\$48.04	100.00%	\$0.00
2018	\$614.00	\$614.00	100.00%	\$0.00
2017	\$1,405.34	\$1,416.38	99.22%	\$11.04
2016	\$130,445.73	\$131,452.04	99.23%	\$1,006.31
2015	\$138,601.25	\$139,643.52	99.25%	\$1,042.27
2014	\$133,087.23	\$133,802.52	99.47%	\$715.29
2013	\$131,067.45	\$131,236.57	99.87%	\$169.12
2012	\$130,199.61	\$130,317.89	99.91%	\$118.28
2011	\$129,869.52	\$129,955.48	99.93%	\$85.96
2010	\$120,554.43	\$120,605.50	99.96%	\$51.07
2009	\$119,845.61	\$119,884.08	99.97%	\$38.47

(FALLSTON FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

Respectfully,

Necole E. Richard
Tax Collector

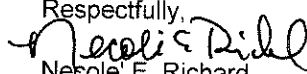
VENDOR 7990

REAL-PERSONAL
LATTIMORE FIRE
#7 VFD

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$108,313.09		
2018	\$416.52		
2017	\$248.15		
2016	\$11.54		
2015	\$1.79		
2014	\$0.01		
2013			
2012			
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$108,991.10		
DISCOUNT	(\$567.38)		
INTEREST	\$63.75		
TOLERANCE	\$1.38		
TOTAL	\$108,488.85		075.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$112,163.55	\$246,396.51	45.52%	\$134,232.96
2018	\$251,451.99	\$255,086.74	98.58%	\$3,634.75
2017	\$244,013.48	\$245,874.41	99.24%	\$1,860.93
2016	\$273,484.03	\$273,935.95	99.84%	\$451.92
2015	\$264,705.62	\$265,052.11	99.87%	\$346.49
2014	\$268,347.51	\$268,584.86	99.91%	\$237.35
2013	\$206,009.37	\$206,120.89	99.95%	\$111.52
2012	\$107,909.80	\$107,990.48	99.93%	\$80.68
2011	\$84,952.71	\$84,995.28	99.95%	\$42.57
2010	\$84,258.54	\$84,301.04	99.95%	\$42.50
2009	\$83,411.08	\$83,439.40	99.97%	\$28.32

(LATTIMORE FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

Respectfully,

Necole E. Richard
Tax Collector

REAL-PERSONAL
RIPPY FIRE

VENDOR 11870

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$116,133.89		
2018	\$634.04		
2017	\$130.02		
2016	\$5.21		
2015	\$7.71		
2014	\$7.86		
2013			
2012			
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$116,918.73		
DISCOUNT	(\$622.17)		
INTEREST	\$65.43		
TOLERANCE	\$3.48		
TOTAL	\$116,365.47		076.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$120,486.93	\$284,703.57	42.32%	\$164,216.64
2018	\$296,231.68	\$303,670.15	97.55%	\$7,438.47
2017	\$294,512.92	\$299,707.37	98.27%	\$5,194.45
2016	\$170,075.64	\$170,922.83	99.50%	\$847.19
2015	\$179,217.39	\$179,880.70	99.63%	\$663.31
2014	\$174,855.46	\$175,275.21	99.76%	\$419.75
2013	\$173,573.73	\$173,943.86	99.79%	\$370.13
2012	\$168,020.76	\$168,280.58	99.85%	\$259.82
2011	\$169,834.96	\$170,042.83	99.88%	\$207.87
2010	\$171,763.68	\$171,981.44	99.87%	\$217.76
2009	\$172,717.56	\$172,841.32	99.93%	\$123.76

(RIPPY FIRE DISTRICT LEVY INCLUDED IN COUNTY GENERAL)

Respectfully,

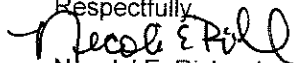

Necole E. Richard
Tax Collector

VENDOR 12560

REAL-PERSONAL
CITY OF SHELBY

<u>YEAR</u> <u>DEF REV</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u> <u>AUGUST</u> 2019
2019	\$3,536,097.62	
2018	\$8,093.14	
2017	\$1,860.06	
2016	\$583.06	
2015	\$193.58	
2014	\$19.40	
2013		
2012	\$3.55	
2011		
2010	\$59.55	
2009		
<u>ACCOUNT NOS.</u>		
SUB TOTAL	\$3,546,909.96	
DISCOUNT	(\$17,874.14)	
INTEREST	\$1,466.49	
TOLERANCE	\$18.79	
SUBTOTAL	\$3,530,521.10	077.000.2.240.00
2% COLL FEE	(\$70,610.42)	010.413.4.540.00
TOTAL	\$3,459,910.68	10.000.1.203.00
		WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> 08/31/18	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$3,900,240.67	\$11,391,458.39	34.24%	\$7,491,217.72
2018	\$9,626,818.82	\$9,807,376.51	98.16%	\$180,557.69
2017	\$9,265,049.04	\$9,322,334.99	99.39%	\$57,285.95
2016	\$7,978,155.60	\$8,015,203.85	99.54%	\$37,048.25
2015	\$7,408,115.35	\$7,432,154.10	99.68%	\$24,038.75
2014	\$7,206,576.49	\$7,227,092.12	99.72%	\$20,515.63
2013	\$7,037,264.40	\$7,055,478.82	99.74%	\$18,214.42
2012	\$6,907,929.86	\$6,924,160.38	99.77%	\$16,230.52
2011	\$6,831,644.98	\$6,840,524.68	99.87%	\$8,879.70
2010	\$6,808,548.70	\$6,817,752.05	99.87%	\$9,203.35
2009	\$6,783,857.32	\$6,794,655.45	99.84%	\$10,798.13

Respectfully,

Nicole E. Richard
Tax Collector

VENDOR 12560

REAL-PERSONAL
CITY OF SHELBY
DISTRICT 25

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$126,369.22		
2018	\$2,004.72		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$128,373.94		
DISCOUNT	(\$634.23)		
INTEREST	\$146.57		
TOLERANCE	\$1.51		
SUBTOTAL	\$127,887.79		077.000.2.240.00
2% COLL FEE	(\$2,557.76)		010.413.4.540.00
TOTAL	\$125,330.03		10.000.1.203.00
			WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	08/31/18			
2019	\$128,830.44	\$352,285.60	36.57%	\$223,455.16
2018	\$336,802.04	\$340,412.36	98.94%	\$3,610.32
2017	\$320,800.75	\$321,938.62	99.65%	\$1,137.87
2016	\$319,448.65	\$320,709.54	99.61%	\$1,260.89
2015	\$315,997.21	\$316,703.16	99.78%	\$705.95
2014	\$314,490.53	\$314,898.50	99.87%	\$407.97
2013	\$315,453.29	\$315,698.22	99.92%	\$244.93
2012	\$303,190.46	\$303,321.12	99.96%	\$130.66
2011	\$334,113.14	\$334,391.44	99.92%	\$278.30
2010	\$312,066.57	\$312,577.54	99.84%	\$510.97
2009	\$314,488.00	\$315,748.84	99.60%	\$1,260.84

Respectfully,



Necele E. Richard

Tax Collector

VENDOR 1411

VENDOR 6230

REAL-PERSONAL
TOWN OF GROVER

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$51,454.23		
2018	\$641.73		
2017	\$145.26		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$52,241.22	
DISCOUNT	(\$262.41)	
INTEREST	\$91.73	
TOLERANCE	\$0.95	
SUBTOTAL	\$52,071.49	079.000.2.240.00
2% COLL FEE	(\$1,041.43)	010.413.4.540.00
TOTAL	\$51,030.06	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>08/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$52,106.24	\$117,094.90	44.50%	\$64,988.66	
2018	\$117,444.30	\$120,177.50	97.73%	\$2,733.20	
2017	\$116,961.39	\$117,935.42	99.17%	\$974.03	
2016	\$117,816.25	\$118,153.55	99.71%	\$337.30	
2015	\$120,861.46	\$121,125.85	99.78%	\$264.39	
2014	\$120,665.70	\$120,971.20	99.75%	\$305.50	
2013	\$117,851.74	\$118,142.49	99.75%	\$290.75	
2012	\$120,084.00	\$120,121.56	99.97%	\$37.56	
2011	\$119,515.80	\$119,546.48	99.97%	\$30.68	
2010	\$118,669.21	\$118,717.44	99.96%	\$48.23	
2009	\$117,042.01	\$117,055.69	99.99%	\$13.68	

Respectfully,


 Necole E. Richard
 Tax Collector

VENDOR 7770

REAL-PERSONAL
CITY OF KINGS MOUNTAIN

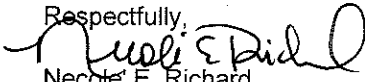
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$3,925,852.15		
2018	\$3,179.49		
2017	\$583.33		
2016	\$27.74		
2015	\$4.60		
2014			
2013	\$51.12		
2012	\$33.43		
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$3,929,731.86		
DISCOUNT	(\$19,710.78)		
INTEREST	\$308.06		
TOLERANCE	\$6.83		
SUBTOTAL	\$3,910,335.97		080.000.2.240.00
2% COLL FEE	(\$78,206.72)		010.413.4.540.00
TOTAL	\$3,832,129.25		10.000.1.203.00
			WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>				
2019	\$3,959,171.35	\$6,278,721.68	63.06%	\$2,319,550.33	
2018	\$6,556,167.04	\$6,593,928.50	99.43%	\$37,761.46	
2017	\$5,231,610.17	\$5,247,898.32	99.69%	\$16,288.15	
2016	\$4,656,599.07	\$4,667,420.25	99.77%	\$10,821.18	
2015	\$3,865,861.49	\$3,872,454.49	99.83%	\$6,593.00	
2014	\$3,666,359.64	\$3,676,875.56	99.71%	\$10,515.92	
2013	\$3,144,572.63	\$3,148,433.74	99.88%	\$3,861.11	
2012	\$2,392,451.29	\$2,395,168.71	99.89%	\$2,717.42	
2011	\$2,322,186.33	\$2,324,873.03	99.88%	\$2,686.70	
2010	\$2,255,147.22	\$2,257,331.26	99.90%	\$2,184.04	
2009	\$2,177,553.73	\$2,180,765.91	99.85%	\$3,212.18	

2009-20	CITY MUN		\$2,349.72
2019	CITY MUN	\$11,799.48	\$35,896.38
			\$23,731.15

Shown separately for information only. These amounts are incorporated in the totals above.

Respectfully,


 Necole E. Richard
 Tax Collector

VENDOR 8010

REAL-PERSONAL
TOWN OF LATTIMORE

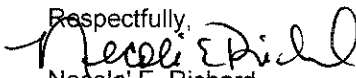
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$17,054.54		
2018	\$202.16		
2017	\$138.64		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$17,395.34	
DISCOUNT	(\$87.27)	
INTEREST	\$37.13	
TOLERANCE	\$0.24	
SUBTOTAL	\$17,345.44	081.000.2.240.00
2% COLL FEE	(\$346.91)	010.413.4.540.00
TOTAL	\$16,998.53	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>				
2019	\$17,446.90	\$29,603.29	58.94%	\$12,156.39	
2018	\$32,134.05	\$32,516.04	98.83%	\$381.99	
2017	\$30,639.91	\$31,010.85	98.80%	\$370.94	
2016	\$31,336.28	\$31,583.55	99.22%	\$247.27	
2015	\$33,044.94	\$33,208.85	99.51%	\$163.91	
2014	\$33,877.20	\$33,884.61	99.98%	\$7.41	
2013	\$27,774.44	\$27,780.51	99.98%	\$6.07	
2012	\$31,694.01	\$31,704.40	99.97%	\$10.39	
2011	\$30,718.52	\$30,726.14	99.98%	\$7.62	
2010	\$30,091.97	\$30,098.80	99.98%	\$6.83	
2009	\$30,031.56	\$30,092.03	99.80%	\$60.47	

Respectfully,



Necole E. Richard
Tax Collector

VENDOR 14350

VENDOR 7865

VENDOR 5120

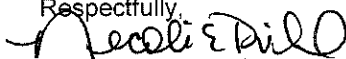
VENDOR 4640


REAL-PERSONAL
TOWN OF EARL

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$7,891.28		
2018	\$19.04		
2017	\$16.84		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$7,927.16		
DISCOUNT	(\$40.66)		
INTEREST	\$0.66		
TOLERANCE	\$0.24		
SUBTOTAL	\$7,887.40		085.000.2.240.00
2% COLL FEE	(\$157.75)		010.413.4.540.00
TOTAL	\$7,729.65		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	08/31/18			
2019	\$8,370.05	\$15,408.44	54.32%	\$7,038.39
2018	\$16,101.31	\$16,537.94	97.36%	\$436.63
2017	\$15,071.63	\$15,216.00	99.05%	\$144.37
2016	\$14,744.15	\$14,780.51	99.75%	\$36.36
2015	\$14,679.88	\$14,728.00	99.67%	\$48.12
2014	\$14,905.96	\$14,953.71	99.68%	\$47.75
2013	\$14,711.82	\$14,759.57	99.68%	\$47.75
2012	\$14,339.09	\$14,402.34	99.56%	\$63.25
2011	\$13,884.13	\$13,926.77	99.69%	\$42.64
2010	\$13,979.73	\$14,022.37	99.70%	\$42.64
2009	\$14,540.82	\$14,583.46	99.71%	\$42.64

Respectfully,

Necole E. Richard
Tax Collector

Respectfully,

 Necole E. Richard
 Tax Collector

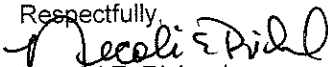
REAL-PERSONAL
TOWN OF LAWNSDALE

VENDOR 8060

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$23,818.58		
2018	\$283.06		
2017	\$53.36		
2016	\$0.41		
2015	\$0.41		
2014	\$0.41		
2013	\$0.41		
2012	\$0.41		
2011			
2010			
2009			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$24,157.05		
DISCOUNT	(\$128.60)		
INTEREST	\$31.73		
TOLERANCE	\$0.61		
SUBTOTAL	\$24,060.79		087.000.2.240.00
2% COLL FEE	(\$481.22)		010.413.4.540.00
TOTAL	\$23,579.57		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	08/31/18			
2019	\$25,044.03	\$60,174.78	41.62%	\$35,130.75
2018	\$42,179.84	\$43,592.04	96.76%	\$1,412.20
2017	\$42,563.04	\$43,433.51	98.00%	\$870.47
2016	\$42,163.93	\$42,482.11	99.25%	\$318.18
2015	\$45,661.66	\$46,009.12	99.24%	\$347.46
2014	\$44,390.55	\$44,697.65	99.31%	\$307.10
2013	\$44,638.83	\$44,918.54	99.38%	\$279.71
2012	\$44,351.94	\$44,558.75	99.54%	\$206.81
2011	\$44,128.33	\$44,306.00	99.60%	\$177.67
2010	\$44,150.03	\$44,337.99	99.58%	\$187.96
2009	\$46,636.79	\$46,727.80	99.81%	\$91.01

Respectfully,

Necole E. Richard
Tax Collector

REAL-PERSONAL
TOWN OF CASAR

VENDOR 2330

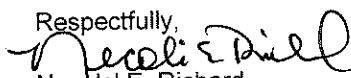
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$2,182.86		
2018	\$40.96		
2017	\$12.37		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$2,236.19	
DISCOUNT	(\$11.87)	
INTEREST	\$2.32	
TOLERANCE	\$0.09	
SUBTOTAL	\$2,226.73	088.000.2.240.00
2% COLL FEE	(\$44.53)	010.413.4.540.00
TOTAL	\$2,182.20	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	08/31/18			
2019	\$2,310.12	\$5,485.11	42.12%	\$3,174.99
2018	\$5,572.92	\$5,683.96	98.05%	\$111.04
2017	\$5,741.81	\$5,758.29	99.71%	\$16.48
2016	\$5,673.61	\$5,683.32	99.83%	\$9.71
2015	\$5,552.90	\$5,555.64	99.95%	\$2.74
2014	\$5,581.71	\$5,583.97	99.96%	\$2.26
2013	\$5,577.02	\$5,579.23	99.96%	\$2.21
2012	\$5,600.50	\$5,600.50	100.00%	\$0.00
2011	\$5,607.04	\$5,616.73	99.83%	\$9.69
2010	\$5,720.53	\$5,731.81	99.80%	\$11.28
2009	\$5,712.49	\$5,712.49	100.00%	\$0.00

Respectfully,


Necole E. Richard
Tax Collector

REAL-PERSONAL
TOWN OF WACO

VENDOR 14630

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2019</u>
2019	\$9,064.03		
2018			
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

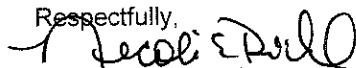
ACCOUNT NOS.

SUB TOTAL \$9,064.03
DISCOUNT (\$46.36)
INTEREST
TOLERANCE (\$0.04)
SUBTOTAL \$9,017.63
2% COLL FE (\$180.35)
TOTAL \$8,837.28

089.000.2.240.00
010.413.4.540.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/18</u>			
2019	\$9,669.15	\$22,510.39	42.95%	\$12,841.24
2018	\$24,272.53	\$24,761.93	98.02%	\$489.40
2017	\$24,769.76	\$24,832.06	99.75%	\$62.30
2016	\$24,286.98	\$24,371.21	99.65%	\$84.23
2015	\$23,849.02	\$23,953.46	99.56%	\$104.44
2014	\$28,905.61	\$29,075.06	99.42%	\$169.45
2013	\$19,983.62	\$20,077.89	99.53%	\$94.27
2012	\$21,139.20	\$21,222.22	99.61%	\$83.02
2011	\$18,625.80	\$18,708.82	99.56%	\$83.02
2010	\$17,089.45	\$17,162.70	99.57%	\$73.25
2009	\$12,909.31	\$12,967.91	99.55%	\$58.60

Respectfully,



Nicole E. Richard
Tax Collector

VENDOR 10910 REAL-PERSONAL
TOWN OF PATTERSON SPRINGS

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$19,230.35		
2018	\$12.35		
2017	\$3.33		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$19,246.03	
DISCOUNT	(\$98.31)	
INTEREST	\$0.42	
TOLERANCE	\$0.35	
TOTAL	\$19,148.49	091.000.2.240.00
2% COLL FEE	(\$382.97)	010.413.4.540.00
TOTAL	\$18,765.52	

TAXES COLLECTED THRU				
<u>YEAR</u>	<u>08/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$20,095.49	\$30,439.25	66.02%	\$10,343.76
2018	\$29,624.97	\$30,418.37	97.39%	\$793.40
2017	\$29,450.76	\$29,935.90	98.38%	\$485.14

Respectfully,

Necole E. Richard
Tax Collector

REAL-PERSONAL
TOWN OF BELWOOD

VENDOR 1180

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2019
2019	\$9,546.86		
2018	\$26.13		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$9,572.99	
DISCOUNT	(\$50.43)	
INTEREST	\$5.66	
TOLERANCE	\$0.16	
TOTAL	\$9,528.38	092.000.2.240.00
2% COLL FEE	(\$190.57)	010.413.4.540.00
TOTAL	\$9,337.81	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	08/31/18			
2019	\$9,760.92	\$23,251.41	41.98%	\$13,490.49
2018	\$22,037.62	\$23,119.61	95.32%	\$1,081.99

Respectfully,

Necole E. Richard
Tax Collector

VEHICLES TOTAL TAXES COLLECTED AUGUST 2018

DEF REV	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$153.04
2012	\$102.79
2011	\$21.33
2010	\$20.50
2009	\$0.00

TOTAL	\$297.66
INTEREST	\$150.81
FEES	\$104.27
TOLERANCE	\$0.00
TOTAL	<u>\$552.74</u>

TOTAL TAXES UNCOLLECTED AUGUST 2018

2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$63,788.41
2012	\$72,626.11
2011	\$55,495.95
2010	\$52,987.83
2009	\$49,916.65
	\$0.00
	\$0.00
TOTAL	<u>\$294,814.95</u>

Percentage	Real Property				
Revenue	Unit: 010				
	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016
July	1.77%	4.45%	3.79%	2.32%	6.34%
August	48.74%	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		95.68%	95.94%	95.48%	95.12%
March		97.04%	97.03%	96.96%	96.46%
April		97.72%	97.60%	97.58%	97.22%
May		98.14%	97.98%	98.20%	97.80%
June		98.43%	98.28%	98.42%	98.23%

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

August 2019 Abatements and Supplements

Department: Tax Administration

Agenda Title: August 2019 Abatements and Supplements

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Copy_of_abate_supp_report_phyliss_aug_2019.xlsx	082019 Abate and Suppl

ABATEMENTS & SUPPLEMENTS

MONTH OF

AUGUST 2019-2020

DISTRICT	FUND		2020	2019
<u>COUNTY GENERAL</u>	<u>10</u>	ABATEMENTS		(14,327.54)
		SUPPLEMENTS		31,829.82
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>CONSOLIDATED SCHOOL</u>	<u>20</u>	ABATEMENTS		(3,770.53)
		SUPPLEMENTS		8,376.26
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>COUNTY FIRE</u>	<u>28</u>	ABATEMENTS		(1,100.26)
		SUPPLEMENTS		1,707.00
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>COUNTY SCHOOLS</u>	<u>71</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>SHELBY SCHOOLS</u>	<u>72</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>KINGS MTN SCHOOLS</u>	<u>73</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>FALLSTON FIRE</u>	<u>74</u>	ABATEMENTS		
		SUPPLEMENTS		3.94
		HB ABATEMENTS		
		HB SUPPLEMENTS		
<u>LATTIMORE FIRE</u>	<u>75</u>	ABATEMENTS		(15.03)
		SUPPLEMENTS		88.11
		HB ABATEMENTS		
		HB SUPPLEMENTS		

<u>RIPPY FIRE</u>	<u>76</u>	ABATEMENTS		(196.79)
		SUPPLEMENTS		302.81
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	10-76		0.00	(19,410.15)
TOTAL SUPPLEMENTS	10-76		0.00	42,307.94
TOTAL HB ABATEMENTS	10-76		0.00	0.00
TOTAL HB SUPPLEMENTS	10-76		0.00	0.00
<u>CITY OF SHELBY</u>	<u>77</u>	ABATEMENTS		(1,892.30)
		SUPPLEMENTS		2,020.57
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	77		0.00	(1,892.30)
TOTAL SUPPLEMENTS	77		0.00	2,020.57
<u>TOWN OF BOILING SPRGS</u>	<u>78</u>	ABATEMENTS		(265.32)
		SUPPLEMENTS		174.77
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	78		0.00	(265.32)
TOTAL SUPPLEMENTS	78		0.00	174.77
<u>TOWN OF GROVER</u>	<u>79</u>	ABATEMENTS		(0.54)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	79		0.00	(0.54)
TOTAL SUPPLEMENTS	79		0.00	0.00
<u>CITY OF KINGS MOUNTAIN</u>	<u>80</u>	ABATEMENTS		(2,472.80)
		SUPPLEMENTS		10,290.87
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	80		0.00	(2,472.80)
TOTAL SUPPLEMENTS	80		0.00	10,290.87
<u>TOWN OF LATTIMORE</u>	<u>81</u>	ABATEMENTS		(0.06)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	81		0.00	(0.06)

TOTAL SUPPLEMENTS	81		0.00	0.00
<u>UPPER CLEVE WATER DIST</u>	<u>82</u>	ABATEMENTS		(332.88)
		SUPPLEMENTS		583.59
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	82		0.00	(332.88)
TOTAL SUPPLEMENTS	82		0.00	583.59
<u>TOWN OF KINGSTOWN</u>	<u>83</u>	ABATEMENTS		(0.13)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	83		0.00	(0.13)
TOTAL SUPPLEMENTS	83		0.00	0.00
<u>TOWN OF FALLSTON</u>	<u>84</u>	ABATEMENTS		(0.05)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	84		0.00	(0.05)
TOTAL SUPPLEMENTS	84		0.00	0.00
<u>TOWN OF EARL</u>	<u>85</u>	ABATEMENTS		(0.11)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	85		0.00	(0.11)
TOTAL SUPPLEMENTS	85		0.00	0.00
<u>TOWN OF POLKVILLE</u>	<u>86</u>	ABATEMENTS		(0.04)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	86		0.00	(0.04)
TOTAL SUPPLEMENTS	86		0.00	0.00
<u>TOWN OF LAWNSDALE</u>	<u>87</u>	ABATEMENTS		(39.92)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	87		0.00	(39.92)
TOTAL SUPPLEMENTS	87		0.00	0.00

<u>TOWN OF CASAR</u>	<u>88</u>	ABATEMENTS		(0.02)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	88		0.00	(0.02)
TOTAL SUPPLEMENTS	88		0.00	0.00
<u>TOWN OF WACO</u>	<u>89</u>	ABATEMENTS		(3.36)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	89		0.00	(3.36)
TOTAL SUPPLEMENTS	89		0.00	0.00
<u>TOWN OF PATTERSON SPRGS</u>	<u>91</u>	ABATEMENTS		(0.12)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	91		0.00	(0.12)
TOTAL SUPPLEMENTS	91		0.00	0.00
TOWN OF BELWOOD	92	ABATEMENTS		(16.14)
		SUPPLEMENTS		12.68
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	92		0.00	(16.14)
TOTAL SUPPLEMENTS	92		0.00	12.68
<u>S/W COLLECTIONS</u>	<u>54</u>	ABATEMENTS		(625.68)
		SUPPLEMENTS		442.59
		HB ABATEMENTS		
		HB SUPPLEMENTS		
TOTAL ABATEMENTS	54		0.00	(625.68)
TOTAL SUPPLEMENTS	54		0.00	442.59
TOTAL REG ABATEMENTS	10-92		0.00	(25,059.62)
TOTAL REG SUPPLEMENTS	10-92		0.00	55,833.01
TOTAL HB ABATEMENTS	10-92		0.00	0.00
TOTAL HB SUPPLEMENTS	10-92		0.00	0.00
PAGE TOTALS	10-92	ABATEMENTS	0.00	(25,059.62)
PAGE TOTALS	10-92	SUPPLEMENTS	0.00	55,833.01

MONTHLY GRAND TOTAL		ABATEMENTS	(26,372.21)	
MONTHLY GRAND TOTAL		SUPPLEMENTS	56,163.26	

CHRIS GREEN

TAX ASSESSOR

PROPERTY AND HB20

[illegible]

[illegible]

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(1.50)	(7.63)	(7.63)	(9.37)					
1.04	1.04	1.04						
(1.50)	(7.63)	(7.63)	(9.37)	0.00	0.00	0.00	0.00	0.00
1.04	1.04	1.04	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.59								
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(69.44)	(69.44)	(62.00)	(62.00)					
69.44	69.44	62.00						
(69.44)	(69.44)	(62.00)	(62.00)	0.00	0.00	0.00	0.00	0.00
69.44	69.44	62.00	0.00	0.00	0.00	0.00	0.00	0.00
(131.52)	(385.22)	(363.48)	(432.37)	0.00	0.00	0.00	0.00	0.00
114.94	112.35	102.96	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(131.52)	(385.22)	(363.48)	(432.37)	0.00	0.00	0.00	0.00	0.00
114.94	112.35	102.96	0.00	0.00	0.00	0.00	0.00	0.00

[illegible]

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0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Health Department: Budget Amendment (BNA#010)

Department: Health Department

Agenda Title: Budget Amendment (BNA#010)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> bna010_09.17.19.pdf	Health Dept: Budget Amendment NFP (BNA#010)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 010SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 17, 2019

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-545DATE: 9/10/2019

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-545-4-350-93	NFP	Grants	\$ 11,095.00	
012-545-5-210-45	NFP	Supplies	\$ 3,395.00	
012-545-5-311-45	NFP	Educational/Certif/Training	\$ 2,300.00	
012-545-5-370-45	NFP	Advertising	\$ 2,000.00	
012-545-5-581-45	NFP	Awards/Appreciation	\$ 3,400.00	

Explanation of Revisions The North Carolina Dept of Health & Human Services, Women's & Childrens
health section gave CCHD \$11,095 more than anticipated in the Addendum.

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: _____

Wildcard Account: 012-545-4-350-93
Period: 20 thru 20 Type: R

Account Number	Description	Adjusted Budget	Avail/Balance
012-545-4-350-93	STATE GOVT GRANTS-ACA	229,788.00	229,788.00
		<u>229,788.00</u>	<u>229,788.00</u>

1 records listed.

Budgeted
Rec'd 240,883
Additional \$ 11,095

North Carolina
Department of Health and Human Services
Division of Public Health

Funding Authorization

Report Date: 8/9/2019 | Print Date: 8/9/2019

CLEVELAND

19/20

Description	Activity	Fund	RCC	FRC	CFDA	CFDA Title	Federal Award Number	Federal Award Start Date	Federal Award End Date	Total
School Nurse Funding Initiative	803	1332	5358	00		534-4-350-34		01/01/2000	01/01/2000	\$200,000.00 ✓
Nurse Family Partnership	834	1271	5020	00		545-4-350-93		01/01/2000	01/01/2000	\$240,883.00 ✓
Healthy Communities Activities	886	1261	5503	00				01/01/2000	01/01/2000	\$3,785.00
Healthy Communities Activities	886	1261	5503	PH	93.991	Preventive Health and Health Services Block Grant	NB01OT009251-01-00	10/01/2018	09/30/2020	-\$4,529.00
Healthy Communities Activities	886	1261	5503	PH	93.991	Preventive Health and Health Services Block Grant	NB01OT009251-01-00	10/01/2018	09/30/2020	\$35,450.00
STD Drugs	894	1311	4601	BN		532-4-810-01		01/01/2000	01/01/2000	\$753.00 ✓

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Health Department: Budget Amendment (BNA#011)

Department: Health Department

Agenda Title: Budget Amendment (BNA#011)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> bna011_09.17.19.pdf	Health Dept: Budget Amendment (BNA#011)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 011SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 17, 2019

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-533DATE: 9/10/2019

Finance Director

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-533-4-310-85	BCCCP	Federal Grants	\$ 5,470.00	
012-533-5-490-00	BCCCP	Professional services	\$ 5,470.00	

Explanation of Revisions The North Carolina Dept of Health & Human Services has awarded CCHD
with an additional \$5,470 for cancer screenings.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.comcc: Personnel Batch # _____
cc: Purchasing Date: _____
By: _____

**Division of Public Health
Agreement Addendum
FY 19-20**

Page 1 of 1

Cleveland County Health Department
Local Health Department Legal Name

452 Breast and Cervical Cancer
Activity Number and Description

06/01/2019 – 05/31/2020
Service Period

07/01/2019 – 06/30/2020
Payment Period

- ☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #1 increases the capitated rate from \$255 to \$325 per woman screened during July 1, 2019 through May 31, 2020, as described in Section VI. Funding Guidelines or Restrictions below.

III. Scope of Work and Deliverables:
No change.

IV. Performance Measures/ Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
As of July 1, 2019, this Agreement Addendum Revision #1 replaces Paragraph B.1 in its entirety with the following:

1. The LHD will be reimbursed at a capitated rate of \$255 per woman, during June 1, 2019 through June 30, 2019 of the Service Period, and at a capitated rate of \$325 per woman, during July 1, 2019 through May 31, 2020 of the Service Period, who receives at least one NC BCCCP-funded clinical service (mammogram, clinical breast exam, Pap test, Pap test with HPV co-test, hrHPV, or diagnostic service) for up to the total number of women specified in Section III, Paragraph A of the Agreement Addendum. Count each woman only once.

Debra Biddy
Health Director Signature

(use blue ink)

7/2/19
Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Debra Biddy

980-484-5337

debra.biddy@clevelandcounty.com

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2018

DPH-Aid-To-Counties

For Fiscal Year: 19/20

Budgetary Estimate Number: 3

Amia

Activity 462	AA	1320 310C D7	1320 5599 00	Proposed Total	New Total
Service Period		07/01-06/31	06/01-06/31		
Payment Period		08/01-06/30	07/01-06/30		
01 Alamance		0	0	0	0
01 Alkamarte	* 1	7,140	0	7,140	100,216
02 Alexander		0	0	0	0
04 Anson		0	0	0	0
02 Appalachian	* 1	1,400	0	1,400	16,700
07 Beaufort	* 1	5,600	0	5,600	34,926
09 Bladen		0	0	0	0
10 Brunswick	* 1	9,030	0	9,030	72,780
11 Buncombe	* 1	61,800	0	61,800	368,250
12 Burke		0	0	0	0
13 Cabarrus	* 1	5,670	0	5,670	58,670
14 Caldwell	* 1	2,450	0	2,450	38,150
16 Carteret	* 1	2,800	0	2,800	23,200
17 Caswell		0	0	0	0
18 Catawba	* 1	7,280	0	7,280	48,080
19 Chatham	* 1	700	0	700	5,800
20 Cherokee	* 1	700	0	700	9,826
22 Clay	* 1	700	0	700	8,350
23 Cleveland	* 1	5,470	0	5,470	44,230
24 Columbus	* 1	1,400	0	1,400	16,426
25 Craven	* 1	2,800	0	2,800	33,400
26 Cumberland	* 1	5,600	0	5,600	43,850
28 Dare	* 1	3,150	0	3,150	33,750
29 Davidson	* 1	8,750	0	8,750	61,026
30 Davie	* 1	3,500	0	3,500	26,176
31 Duplin		0	0	0	0
32 Durham	* 1	1,890	0	1,890	20,250
33 Edgecombe	* 1	980	0	980	7,100
07 Foothills	* 1	10,500	0	10,500	92,100
34 Forsyth	* 1	10,850	0	10,850	101,376
36 Franklin		0	0	0	0
36 Gaston	* 1	5,740	0	5,740	48,326
38 Graham	* 1	630	0	630	6,750
03 Gran-Vance		0	0	0	0
40 Greene	* 1	700	0	700	7,076
41 Guilford		0	0	0	0
42 Halifax		0	0	0	0
43 Harnett		0	0	0	0
44 Haywood	* 1	1,610	0	1,610	13,056
45 Henderson	* 1	4,200	0	4,200	28,426
46 Hertford		0	0	0	0
47 Hoke	* 1	980	0	980	10,926
48 Hyde	* 1	700	0	700	8,950
49 Iredell		0	0	0	0

50 Jackson	1	2,660	0	2,660	25,610
51 Johnston	1	10,500	0	10,500	81,600
52 Jones	1	1,060	0	1,060	7,425
53 Lee	1	1,190	0	1,190	7,085
54 Lenoir	1	1,610	0	1,610	10,025
55 Lincoln	1	11,410	0	11,410	88,585
56 Macon	1	3,600	0	3,600	28,460
57 Madison	1	1,820	0	1,820	16,610
58 R-T-W	1	2,240	0	2,240	15,500
59 Mecklenburg	1	22,060	0	22,060	207,436
60 Montgomery		0	0	0	0
61 Moore		0	0	0	0
62 Nash	1	8,800	0	8,800	71,000
63 New Hanover	1	3,850	0	3,850	24,250
64 Northampton		0	0	0	0
65 Onslow		0	0	0	0
66 Orange	1	2,100	0	2,100	16,125
67 Pamlico	1	1,890	0	1,890	11,325
68 Pender	1	1,260	0	1,260	10,950
69 Person		0	0	0	0
70 Pitt	1	5,110	0	5,110	49,225
71 Polk		0	0	0	0
72 Randolph		0	0	0	0
73 Richmond	1	3,150	0	3,150	18,450
74 Robeson		0	0	0	0
75 Rockingham	1	5,850	0	5,850	46,750
76 Rowan		0	0	0	0
77 R-P-M		0	0	0	0
78 Sampson	1	1,680	0	1,680	11,825
79 Scotland		0	0	0	0
80 Stanly	1	1,050	0	1,050	8,445
81 Stokes	1	1,610	0	1,610	9,280
82 Surry	1	5,600	0	5,600	66,800
83 Swain	1	1,050	0	1,050	7,425
84 Tar River	1	2,100	0	2,100	17,400
85 Transylvania	1	700	0	700	7,075
86 Union	1	2,100	0	2,100	18,675
87 Wake	1	15,760	0	15,760	117,750
88 Warren	1	1,400	0	1,400	7,775
89 Wayne	1	9,100	0	9,100	80,100
90 Wilkes	1	2,800	0	2,800	18,100
91 Wilson	1	2,460	0	2,460	19,025
92 Yadkin		0	0	0	0
Totals		303,250	0	303,250	2,424,085

Sign and Date - DPH Program Administrator <i>[Signature]</i> 6/25/19	Sign and Date - DPH Section Chief <i>[Signature]</i> 6/25/19
Sign and Date - DPH Contract Office <i>[Signature]</i> 6/25/19	Sign and Date - DPH Budget Officer <i>[Signature]</i> 6/26/19

Wildcard Account: 012-533-4-***-***
 Period: 20 thru 20 Type: R

Account Number	Description	Adjusted Budget	Avail/Balance
012-533-4-310-00	FEDERAL GOVT GRANTS	0.00	0.00
012-533-4-310-26	FED GOVT GRANTS-BIOTERRORISM	39,642.00	39,642.00
012-533-4-310-28	FED GOVT GRANTS-BT P&P	0.00	0.00
012-533-4-310-33	FED GOVT GRANTS-BCCCP WISEWOMAN	0.00	0.00
012-533-4-310-83	FED GOVT GRANTS-BCCCP WISEWOMAN	17,825.00	17,825.00
012-533-4-310-85	FED GOVT GRANTS-BCCCP SCR	20,910.00	20,910.00
012-533-4-340-00	STATE - OTHER REVENUES	0.00	0.00
012-533-4-350-00	STATE GOVERNMENT GRANTS	0.00	0.00
012-533-4-350-33	ST GOVT GRANTS-BCCCP SCR	0.00	0.00
012-533-4-350-85	STATE GOVT GRANTS-BCCCP SCR	17,850.00	17,850.00
012-533-4-465-00	ADMIN SERVICES ALLOCATION	346,869.00	346,869.00
012-533-4-510-00	DEPARTMENTAL FEES	77,000.00	56,802.38
012-533-4-510-07	HEPATITIS VACCINE	2,000.00	1,752.00
012-533-4-510-12	PHARMACY FEES	65,000.00	56,666.13
012-533-4-610-00	INSURANCE FEES	137,000.00	106,451.31
012-533-4-650-00	MEDICARE	35,000.00	32,936.62
012-533-4-660-01	MEDICAID-ADULT HEALTH	10,000.00	8,374.44
012-533-4-660-06	MEDICAID-DIABETES	10,000.00	8,475.08
012-533-4-660-39	MEDICAID-IMMUNIZATION	0.00	0.00
012-533-4-660-44	MEDICAID-FLU	2,000.00	2,000.00
012-533-4-660-45	MEDICAID-PNEUMONIA	0.00	0.00
012-533-4-660-99	MEDICAID-PRIOR YEARS	60,000.00	60,000.00
012-533-4-800-00	MISCELLANEOUS REVENUE	0.00	<29.73>
012-533-4-802-00	PRIOR YEARS	0.00	0.00
012-533-4-810-00	CONTRIBUTIONS/DONATIONS	0.00	0.00
012-533-4-821-00	COLLECTION NSF CHECKS	0.00	0.00
012-533-4-830-01	PAYMENT OVERR/SHORTS	0.00	0.00
012-533-4-980-10	CONTRIBUTIONS FROM PRI FD	0.00	0.00
012-533-4-990-01	BUD ACC ONLY-OTHER SOURCE	0.00	0.00
012-533-4-991-00	FUND BALANCE APPROPRIATED	200,949.00	200,949.00
		1,042,045.00	977,473.23

30 records listed.

20,910.00*+
 17,850.00 +
 38,760.00 *

44,230.00*+
 38,760.00 -
 5,470.00 *

Wildcard Account: 012-533-4-****
 Period: 20 thru 20 Type: R

Account Number	Description	Adjusted Budget	Avail/Balance
012-533-4-310-00	FEDERAL GOVT GRANTS	0.00	0.00
012-533-4-310-26	FED GOVT GRANTS-BIOTERRORISM	39,642.00	39,642.00
012-533-4-310-28	FED GOVT GRANTS-BT P&P	0.00	0.00
012-533-4-310-33	FED GOVT GRANTS-BCCCP WISEWOMAN	0.00	0.00
012-533-4-310-83	FED GOVT GRANTS-BCCCP WISEWOMAN	17,825.00	17,825.00
012-533-4-310-85	FED GOVT GRANTS-BCCCP SCR	20,910.00	20,910.00
012-533-4-340-00	STATE - OTHER REVENUES	0.00	0.00
012-533-4-350-00	STATE GOVERNMENT GRANTS	0.00	0.00
012-533-4-350-33	ST GOVT GRANTS-BCCCP SCR	0.00	0.00
012-533-4-350-85	STATE GOVT GRANTS-BCCCP SCR	17,850.00	17,850.00
012-533-4-465-00	ADMIN SERVICES ALLOCATION	346,869.00	346,869.00
012-533-4-510-00	DEPARTMENTAL FEES	77,000.00	56,802.38
012-533-4-510-07	HEPATITIS VACCINE	2,000.00	1,752.00
012-533-4-510-12	PHARMACY FEES	65,000.00	56,666.13
012-533-4-610-00	INSURANCE FEES	137,000.00	106,451.31
012-533-4-650-00	MEDICARE	35,000.00	32,936.62
012-533-4-660-01	MEDICAID-ADULT HEALTH	10,000.00	8,374.44
012-533-4-660-06	MEDICAID-DIABETES	10,000.00	8,475.08
012-533-4-660-39	MEDICAID-IMMUNIZATION	0.00	0.00
012-533-4-660-44	MEDICAID-FLU	2,000.00	2,000.00
012-533-4-660-45	MEDICAID-PNEUMONIA	0.00	0.00
012-533-4-660-99	MEDICAID-PRIOR YEARS	60,000.00	60,000.00
012-533-4-800-00	MISCELLANEOUS REVENUE	0.00	<29.73>
012-533-4-802-00	PRIOR YEARS	0.00	0.00
012-533-4-810-00	CONTRIBUTIONS/DONATIONS	0.00	0.00
012-533-4-821-00	COLLECTION NSF CHECKS	0.00	0.00
012-533-4-830-01	PAYMENT OVERS/SHORTS	0.00	0.00
012-533-4-980-10	CONTRIBUTIONS FROM PRI FO	0.00	0.00
012-533-4-990-01	BUD ACC ONLY-OTHER SOURCE	0.00	0.00
012-533-4-991-00	FUND BALANCE APPROPRIATED	200,949.00	200,949.00
		1,042,045.00	977,473.23

30 records listed.

20,910.00*+
 17,850.00 +
 38,760.00 *

44,230.00*+
 38,760.00 -
 5,470.00 *

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Sheriff's Department: Budget Amendment (BNA#012)

Department: Sheriff's Department

Agenda Title: Budget Amendment (BNA#012)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#012_09.17.19.pdf	SHERIFF DEPT:BUDGET AMENDMENT (BNA#012)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 012

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

Sept 17, 2019

SIGNATURES:

FROM: BUDGET OFFICER
THRU: FINANCE OFFICE
FOR DEPT: SHERIFF'S OFFICE
DATE: 9/3/2019


Finance Director

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.441.4.810.39		Sheriff's Office	Donations-Explorer's	\$ 5,690.00	
010.441.5.790.39		Sheriff's Office	Donations-Explorer's	\$ 5,690.00	

Explanation of Revisions: REQUEST TO BUDGET DONATIONS RECEIVED FOR EXPLORER'S PROGRAM FOR
THE PURCHASE OF UNIFORMS, EQUIPMENT, TRAINING, ETC.

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: _____

Account Balance Inquiry - Print

File Tools Commands Help

Account Balance Inquiry

Account Balance Inquiry

Account # 010-441-4-810-39

DONATIONS-EXPLORERS PROGRAM

Valid

Revenue

Start Period or Year

Fiscal 20

End Period

Fiscal 20

Original Budget/Balance	0.00	
Adjustments	0.00	
Transfers	0.00	
Adjusted Budget	0.00	
Encumbrances - Current	0.00	
Encumbrances - Prior	0.00	
Encumbrances - Total	0.00	
Requested	0.00	
Debits / Expenses	0.00	
Credits / Receipts	3,190.00	
Account Balance	3,190.00	
Account Detail		
Available Budget	3,190.00	
Print Summary	OK	Cancel Clear
Full Time Equivalency		

Financial Reports Menu

Account Balance Inquiry
Account Budget Inquiry
Vendor Inquiry
Encumbrance Inquiry
Purchase Order Inquiry
A/P Invoice Inquiry
Check Match Inquiry
Cash Receipt Inquiry
Budget Transfer Inquiry
Budget Supplement Inquiry
Journal Entry Inquiry
Budget Allocation Inquiry
Print Report

Account Balance Inquiry
Account Budget Inquiry
Vendor Inquiry
Encumbrance Inquiry
Purchase Order Inquiry
A/P Invoice Inquiry
Check Match Inquiry
Cash Receipt Inquiry
Budget Transfer Inquiry
Budget Supplement Inquiry
Journal Entry Inquiry
Budget Allocation Inquiry
Print Report

Menu/Screen

Vendor Inquiry (Read Only) A/P Invoice Inquiry (Read Only) Vendor Inquiry (Read Only) A/P Invoice Inquiry (Read Only) Account Balance Inquiry

10.1.1.18 COMDATA (CCUS-INTENT)

Cleveland County, NC

V5.92 CAFE NUM 9/3/2019

Lisa Poteat

From: Chrissy Helton <Christine.Helton@clevelandcounty.com>
Sent: Tuesday, September 03, 2019 12:13 PM
To: 'Lisa Poteat'
Subject: FW: Walmart Community Grant Request ID 55988753, Facility # 6070

Detective Chrissy Helton
Criminal Investigations Division
Cleveland County Sheriff's Office
Voice: (704) 484-4823 / Cell: (704) 284-3938
Fax: (704) 484-4753
christine.helton@clevelandcounty.com
www.sheriffclevelandcounty.com

-----Original Message-----

From: do-not-reply@cybergrants.com [mailto:do-not-reply@cybergrants.com]
Sent: Tuesday, September 03, 2019 9:39 AM
To: christine.helton@clevelandcounty.com
Subject: Walmart Community Grant Request ID 55988753, Facility # 6070

Dear CLEVELAND COUNTY SHERIFFS OFFICE EXPLORER POST 400 ,

Congratulations! The Walmart Community Grants Team and Facility # 6070 are pleased to inform you that your Community Grant application for Request ID 55988753 has been selected to receive a \$2,500.00 grant. We are thrilled to support your work in our communities and share your desire to provide local impact.

By receiving this grant, you are part of a long history of Walmart's commitment to giving back to the communities where we operate. In fact, Mrs. Helen Walton used to say "It's not what you gather, but what you scatter that tells what kind of life you have lived."

We encourage you to celebrate this grant publicly! We hope that you will consider doing the following four things:

1. Connect with the store manager who chose to support your local cause and let them know that the grant check arrived safely.
2. Work with the local store manager to announce the grant.
3. Consider sharing the work that our grant supports on social media – our associates and customers like to see the impact we are making in our communities.
4. Review the Grantee Welcome Toolkit at the link below, addressing frequently asked questions (FAQ's), publicity, and outreach options for your consideration.

http://www.cybergrants.com/walmart/docs/LCC_Grantee_Welcome_Toolkit.pdf

The photo release form can be found at the following link:

<http://www.cybergrants.com/walmart/docs/talentrelease2018.doc>

Again, congratulations on your grant award. We are eager to see its impact!

In service,

Kabir Kumar
Sr. Director, Community Giving
Walmart Giving

CG/JMAIL/162269469

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Birdseye Energy Easement

Department: Legal

Agenda Title: Birdseye Energy Easement

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Birdseye_Easement.pdf	Birdseye Easement

STAFF REPORT

To: Board of Commissioners

From: Elliot Engstrom, Senior Staff Attorney

Subject: Easement to Warbler Holdings, LLC

Date: September 10, 2019

Summary Statement:

Warbler Holdings, LLC (“Warbler”) has offered to pay the County for an easement. The easement would be in favor of Duke Energy Carolinas, LLC (“Duke”) and would allow Duke to build a power line to Warbler’s future solar facility in Cleveland County.

Review:

Pursuant to N.C.G.S. § 153A-176 and N.C.G.S. § 160A-273, the County has authority to grant easements over, through, under, or across any county property. Unlike with a sale of real property, there is no public notice requirement in order to grant an easement.

Warbler recently received a permit from the Cleveland County Board of Adjustment to build a solar facility in Cleveland County. The County owns nearby property (Parcel # 58557), and Warbler has requested that the County grant an easement to Duke. The easement is designed to provide a path for an electrical line connected to an interconnection with Duke for the benefit of the Warbler solar facility.

The easement is located near an economic development project on which the County has partnered with the City of Shelby. Staff for the both the County and the City have reviewed the easement and do not see any risk that the easement could negatively impact the economic development project.

Attachment:

- Proposed easement in favor of Duke Energy Carolinas, LLC
- Offer letter from Warbler Holdings, LLC

Action Requested

Accept the offer from Warbler Holdings, LLC and grant the easement to Duke Energy Carolinas, LLC.

LETTER AGREEMENT

September 6, 2019

Cleveland County, North Carolina
Attn: Mr. Brian Epley, County Manager
311 E Marion Street
Shelby, NC 28150

RE: Right of Way for new Electrical Line Utility Easement (Cleveland County PIN #2518816572)

Dear Mr. Epley:

Thank you for your patience and willingness to work together to get a mutually beneficial solution for an easement on the County's property. This letter outlines the terms of the overhead utility easement and interconnection ("Easement") in favor of Duke Energy Carolinas, LLC designed along approximately 177 feet of the County's property located in Cleveland County, NC, being known as Cleveland County PIN #2518816572. The Easement is designed to provide a path for an electrical line connected to and an interconnection with Duke Energy for the benefit of the Warbler Holdings Solar Project located on the land specified in the Ground Lease Agreement dated June 10, 2016 between Willow Land Holdings, LLC as landlord and Warbler Holdings, LLC as tenant, as may be amended or assigned from time to time ("Lease"). Please find the drawing representing the proposed path and area of the easement in Exhibit A.

The terms of the Easement consist of the following:

1. Payment in the amount of \$10,000.00 from Warbler Holdings, LLC within ten (10) business days of the recordation of the Easement with the Cleveland County Register of Deeds.

By their execution of this letter, you and Warbler Holdings, LLC agree to the compensation terms listed above.

SINCERELY,

Warbler Holdings, LLC

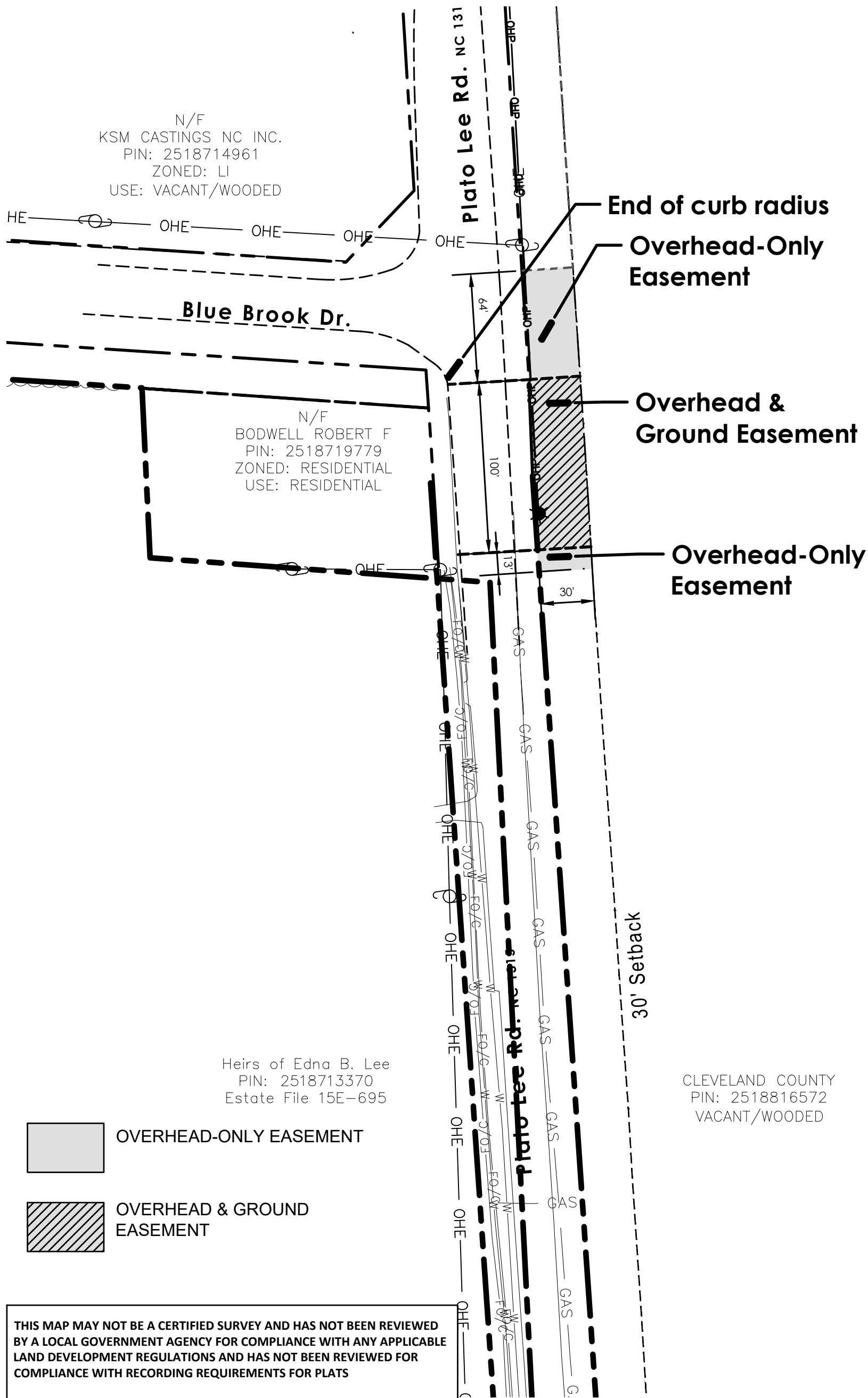
By: _____
Brian C. Bednar, President

AGREED AND ACCEPTED AS OF _____, 2019.

Cleveland County, North Carolina

By: _____

EXHIBIT A



Warbler Holdings, LLC
Cleveland County, NC



EASEMENT

Return To: Duke Energy Carolinas
Attn: Elliott Wallace
Address: 6325 Wilkinson Blvd.
Charlotte, NC 28214

NORTH CAROLINA
CLEVELAND COUNTY

THIS EASEMENT ("Easement") is made this _____ day of _____, 2019 ("Effective Date"), from CLEVELAND COUNTY, a Political Subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Number 7 Township, described as follows: PIN # 2518816572 containing 46.9 acres, more or less, and being the land described in a deed from Eugene Falls; John Bankhead; and Thomas W. Martin, Jr., Co-Executors of The Estate of Robert Z. Falls to Cleveland County, a Political Subdivision of the State of North Carolina dated , and recorded in Deed Book 1442, Page 548, Cleveland County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to (i) construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being one-hundred (100) feet long and thirty (30) feet wide and as shown as "Overhead & Ground Easement" on Exhibit A attached hereto, and (ii) construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove Facilities thereon within an easement area being two (2) portions of sixty-four (64) feet long and thirteen (13) feet long respectively and both portions being thirty (30) feet wide, and as shown as "Overhead-Only Easement" on Exhibit A attached hereto; provided, however, that any Facilities installed in the Overhead-Only Easement shall be above-ground, and no Facilities may be placed or located on the ground within the Overhead-Only Easement (collectively, the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, It is understood and agreed that: The general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by DEC in substantial compliance with Exhibit A hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CLEVELAND COUNTY

By: _____

Name: _____

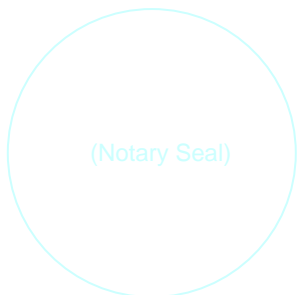
Its: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____,

_____ of CLEVELAND COUNTY, a Political Subdivision of the State of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Manager(s) on behalf of the limited liability company.

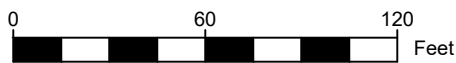
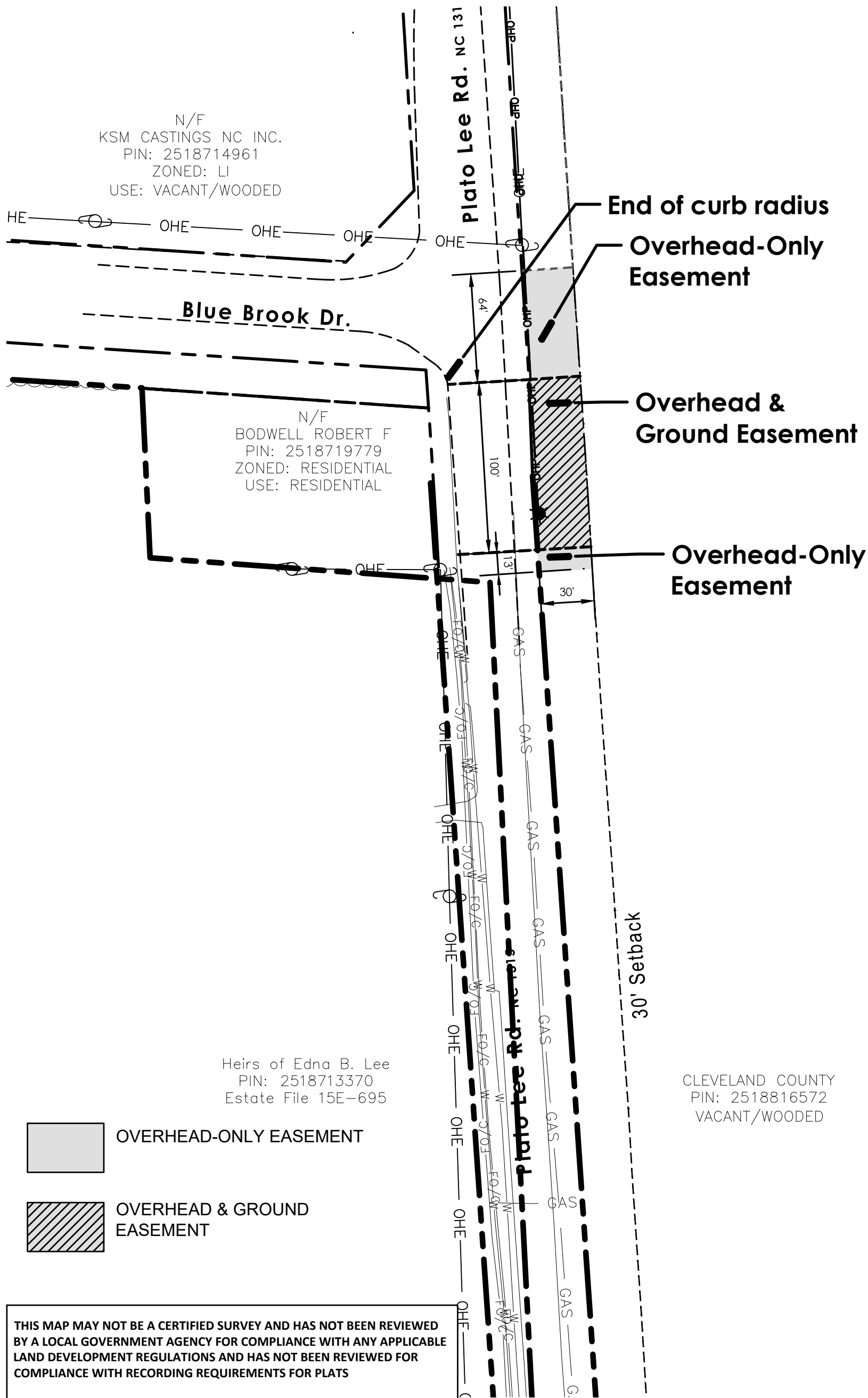
Witness my hand and notarial seal, this _____ day of _____, 2019.



Notary Public

My commission expires: _____

EXHIBIT A



Warbler Holdings, LLC
Cleveland County, NC



COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Cancellation of Judgment

Department: Legal

Agenda Title: Cancellation of Judgment

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 2019-09-16_Cancellation_of_Judgment_Staff_Report.pdf	Cancellation of Judgement Staff Report

STAFF REPORT

To: Board of Commissioners

Date: September 16, 2019

From: Elliot Engstrom, Senior Staff Attorney

Subject: Cancellation of Judgment – 14 CVM 500

Summary Statement:

Staff recommends canceling judgment in animal control matter from 2014.

Review:

The County has a judgment against a Mr. Jimmy White in the matter of Cleveland County vs. Jimmy White, 14 CVM 500. The judgment dates to May 13, 2014 and has to do with unpaid animal control citations. Mr. White has offered to pay the County \$1,000 in order to cancel the judgment. Staff recommends doing so.

Action Requested

Authorize the senior staff attorney to cancel the county's judgment in 14 CVM 500.

###

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Set Public Hearing for Cleveland County Health Department Advisory Board

Department: Commissioners

Agenda Title: Set Public Hearing for Cleveland County Health Department Advisory Board

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Sheriff's Pay Plan Policy

Department: Human Resources

Agenda Title: Appendix E. Pay Plan of Office of Cleveland County Sheriff's Policy

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> COMMISSIONER_MEETING_STAFF_REPORT_-_Dentention_Master_Corporal_(1).docx	Sheriff Pay Plan Policy Changes
<input type="checkbox"/> pay_plan_update_draft.docx	Pay Plan Update

STAFF REPORT

TO: County Commissioners

THROUGH: Brian Epley, County Manager

FROM: Lauren Sloan, Assistant HR Director

DATE: September 6, 2019

SUBJECT: Detention Master Corporal Position and Qualifying Military Service

Summary Statement: The Cleveland County Detention Division would like to restructure the supervision within the Detention Division, by adding a Detention Master Corporal position in order to allow non-sworn detention officers the opportunity to achieve advancement in the career of detention within the Cleveland County Sheriff's Department. This position will be added to Appendix E. Pay Plan of Office of Cleveland County Sheriff Policy. (Attached)

To ensure consistency within the Cleveland County Sheriff's Department the Detention Division would like to include qualifying military service to Level 2 and Level 3 for Detention Officers and Detention Corporals. This will be added to Appendix E. Pay Plan of Office of Cleveland County Sheriff Policy. (Attached)

Pros: Opening new career opportunities for current employees to grow in the organization, and positively impacting retention and morale.

Cons: None

Fiscal Impact:

Master Corporal: Average Corporal Salary = \$ 40,428.15
6% of \$40,428.15 = \$2,425
\$2,425 x 4 (1 per shift) = **\$9,700**

Plus, potentially percent increases:
Level 2 = 4%
Level 3 = 2%

Qualifying Military Service: Average Detention Officer Salary = \$35,969.14
Level 2 = 4%
Level 3 = 2%

Recommendation: The HR Director and County Manager recommend approval of this agreement.

APPENDIX E. - PAY PLAN OF OFFICE OF CLEVELAND COUNTY SHERIFF POLICY

The following pay plan applies to all full-time employees of the Cleveland County Sheriff's Office.

Section 1. - Definitions for purposes of this pay plan only (listed alphabetically).

- (1) *Advanced certificate*. An "advanced certificate" acquired from the North Carolina Department of Justice.
- (2) *Associates degree*. For the purposes of this policy, an associate's degree is a two-year degree from an accredited educational institution, consisting of sixty (60) or more hours of credit from a technical school, community college, college, or university. The degree document must state that it is an associate's degree.
- (3) *Bachelor's degree*. For the purposes of this policy, a bachelor's degree is any four-year degree from an accredited educational institution, consisting of one hundred twenty (120) or more hours from a college or university. The degree document must state that it is a bachelor's degree.
- (4) *Intermediate certificate*. An "intermediate certificate" acquired from the North Carolina Department of Justice.
- (5) *Military service*: Service in any branch of the U.S. Armed Forces. In order for military service to entitle an employee to credit for such service in accordance with this pay plan, the following criteria must be met:
 - (a) The employee must have completed/fulfilled all obligations of his/her enlistment in any of the U.S. Armed Forces: and
 - (b) The employee must have received an honorable discharge after completion of all military contracts, or, in some rare cases, a medical discharge. In cases of medical discharge, a departmentally independent panel will review and determine eligibility for credit for such service based on employee's length of time served, and circumstances surrounding his or her discharge.
- (6) *Years employed by Cleveland County Sheriff's Office*. The total years (i.e., total completed months of employment by Cleveland County Sheriff's Office divided by twelve (12), during which an employee has worked for the Cleveland County Sheriff's Office. Only completed years of service will be considered.
- (7) *Years of service*. The total years (i.e., total completed months of employment divided by twelve (12)) during which an employee has worked for any governmental law enforcement agency in North Carolina, including job experience elsewhere than for Cleveland County. These years do not need to be consecutive. Only complete years of service will be considered.

(Ord. of 9-18-18(2))

Section 2. - Classifications.

Employees will be subject to the following classifications, based on job title, certifications, years of employment by a governmental law enforcement agency in North Carolina, and educational attainment. Based on these criteria, employees will be classified into the "levels" set forth below:

- (a) *Administrative personnel*. The following applies to all employees in the sheriff's office employed as "administrative support assistant" or "administrative assistant":
 - (1) *Level 1*: Employment before attainment of Levels 2 or 3.
 - (2) *Level 2*: Four (4) years of service in an administrative position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and an associate's degree; or any such service and a bachelor's degree.
 - (3) *Level 3*: Seven (7) years of service in an administrative position for a governmental law enforcement agency; or four (4) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree.

(b) *Detention officer.* The following applies to all employees in the sheriff's office employed as "detention officer":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Four (4) years of service for a governmental law enforcement agency position for a governmental law enforcement agency in North Carolina; or two (2) years of such service and an associate's degree; or any such service and a bachelor's degree **or any qualifying military service.**
- (3) *Level 3:* Seven (7) years of such service; or six (6) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree **or any qualifying military service.**

(c) *Detention corporal.* The following applies to all employees in the sheriff's office employed as "detention corporal ":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Three (3) years of service in a detention corporal position for a Cleveland County Sheriff's Office or one (1) year of such service and an associate's degree, or any such service and a bachelor's degree **or any qualifying military service.**
- (3) *Level 3:* Seven (7) years of service in the role of detention corporal; or five (5) years of service in the role of detention corporal and an associate's degree; or two (2) years of service in the role of detention corporal and a bachelor's degree **or any qualifying military service.**

(d) *Deputy.* The following applies to all employees in the sheriff's office employed as "deputy":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Four (4) years of service in the role of deputy for a governmental law enforcement agency; or two (2) years of such service and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.
- (3) *Level 3:* Two (2) years employed by the Cleveland County Sheriff's Office and any of the following: Seven (7) years of service; or six (6) years of service and an associate's degree; or two (2) years of service and a bachelor's degree or any qualifying military service.
- (4) *Level 4:* Two (2) years employed by the Cleveland County Sheriff's Office and an advanced certificate and any of the following: Thirteen (13) years of service; or ten (10) years of service and an associate's degree; or six (6) years of service and a bachelor's degree or any qualifying military service.

(e) *Investigator.* The following applies to all employees in the sheriff's office employed as "investigator":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* (Four) 4 years of service with Cleveland County in the role of investigator; or three (3) years of service with Cleveland County in the role of investigator and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.
- (3) *Level 3:* Intermediate certificate and: Seven (7) years of service with Cleveland County in the role of investigator; or four (4) years of service with Cleveland County in the role of investigator and an associate's degree; or two (2) years of service with Cleveland County in the role of investigator and a bachelor's degree or any qualifying military service.

(f) *Detention Master Corporal.* The following applies to all employees in the sheriff's office employed as "detention Master Corporal ":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.**

(2) *Level 2:* Four (4) years of service with Cleveland County in the role of detention master corporal ; or two (2) years of such service and an associate's degree, or any such service and a bachelor's degree or any qualifying military service.

(3) *Level 3:* Seven (7) years of service with Cleveland County in the role of detention master corporal; or five (5) years of service with Cleveland County in the role of detention master corporal and an associate's degree; or two (2) years of service with Cleveland County in the role of detention master corporal and a bachelor's degree or any qualifying military service.

(f) *Sergeant.* The following applies to all employees in the sheriff's department employed as "sergeant":

(1) *Level 1:* Employment before attainment of Levels 2 or 3.

(2) *Level 2:* Four (4) years of service with Cleveland County in the role of sergeant; or three (3) years of service with Cleveland County in the role of sergeant and an associate's degree; or such service and a bachelor's degree or any qualifying military service.

(3) *Level 3:* Advanced certificate and any of the following: Eight (8) years of service with Cleveland County in the role of sergeant; or six (6) years of service with Cleveland County in the role of sergeant and an associate's degree; or three (3) years of service with Cleveland County in the role of sergeant and a bachelor's degree or any qualifying military service.

(g) *Lieutenant.* The following applies to all employees in the sheriff's office employed as "lieutenant":

(1) *Level 1:* Employment before attainment of Levels 2 or 3.

(2) *Level 2:* Four (4) years of service with Cleveland County in the role of lieutenant; or three (3) years of service with Cleveland County in the role of lieutenant and an associate's degree; or any such service with a bachelor's degree or any qualifying military service.

(3) *Level 3:* Advanced certificate and any of the following: Eight (8) years of service with Cleveland County in the role of lieutenant; or six (6) years of service with Cleveland County in the role of lieutenant and an associate's degree; or three (3) years of service with Cleveland County in the role of lieutenant and a bachelor's degree or any qualifying military service.

(h) *Captain.* The following applies to all employees in the sheriff's office employed as "captain":

(1) *Level 1:* Employment before attainment of Levels 2 or 3.

(2) *Level 2:* Advanced certificate and any of the following: Four (4) years of service with Cleveland County in the role of captain; or three (3) years of service with Cleveland County in the role of captain and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.

(i) *Major.* The following applies to all employees in the sheriff's office employed as "major":

(1) *Level 1:* Employment before attainment of Level 2.

(2) *Level 2:* Advanced certificate and any of the following: Four (4) years of service with Cleveland County in the role of major; or three (3) years of service with Cleveland County in the role of major and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.

(Ord. of 9-18-18(2))

Section 3. - Promotional increases in compensation.

Employees will be classified according to their positions and fulfillment of the foregoing criteria. When an employee has fulfilled the requirements of any "level" beyond "level 1" of his/her position, then he/she will be given a promotional increase in compensation based on the chart below. Each employee

shall inform the sheriff in writing of attainment of the certificate or degree on the basis of which the employee wishes a new classification to be based, and shall provide the sheriff with a complete copy of such certificate and/or evidence of award of the degree. (The department may require as much as thirty (30) days from compliance with this provision to implement the new classification.) The percentages set forth in the "promotional increase chart" below will be applied to the annual compensation that the employee is being paid in accordance with the "Cleveland County Pay Scale" that is in effect as of the date(s) of implementation of such promotional increases.

Promotional Increase Chart

Position	Grade	Level 2 Increase	Level 3 Increase	Level 4 Increase
Administration	6, 8, 12	4% of current compensation	2% of current compensation	None
Detention officer	9	4% of current compensation	2% of current compensation	None
Deputy	11	4% of current compensation	2% of current compensation	6% of current compensation
Investigator	12	4% of current compensation	2% of current compensation	None
Detention Master Corporal	13	4% of current compensation	2% of current compensation	None
Sergeant	14	4% of current compensation	2% of current compensation	None
Investigator Sergeant	15	4% of current compensation	2% of current compensation	None
Lieutenant	16	4% of current compensation	2% of current compensation	None
Investigator Lieutenant	17	4% of current compensation	2% of current compensation	None
Captain	18	6% of current compensation	None	None
Major	21	6% of current compensation	None	None

(Ord. of 9-18-18(2))

Section 4. - Position incentives.

In addition to the promotional increases in compensation that will be awarded based on the criteria set forth above, selected sheriff's department employees will be paid additional monetary incentives to reward the performance of specified duties. These incentives will be awarded and paid on a semi-annual basis, and will be paid only as set forth below. Such incentives will be based on the "salary low" compensation that pertains to an employee's position that is set forth in the "Cleveland County Pay Scale" that is in effect as of the date(s) of payment of such incentives (regardless of the annual compensation that the employee is then actually being paid).

Employees employed in the following divisions will be paid a non-discretionary incentive payment ("incentive payment") of one and one-half (1.50) percent on a semi-annual basis (which amounts to three (3) percent annually): The Narcotics Division and the Criminal Investigative Division.

Employees employed in the following divisions or jobs will be paid an incentive payment of seventy-five hundredths of one (0.75) percent on a semi-annual basis (which amounts to one and one-half (1.50) percent annually): Community Interdiction Team Division, K-9 Division, and Field Training Officers.

No incentive payment shall be paid to an employee whose employment, regardless of reason, has come to an end as of the date of an incentive payment.

Employees employed in the Special Emergency Response Team ("SERT"), as defined by a roster maintained by the office of the sheriff, will be paid an incentive payment of one-half of one (0.5) percent on a semi-annual basis (which amounts to one (1) percent annually).

Provided, however, that any employee who has worked in one (1) of the foregoing positions or divisions for fewer than three (3) complete consecutive months shall be ineligible for such an incentive payment. If an employee has worked in one (1) of the foregoing positions for more than three (3) but fewer than twelve (12) complete consecutive months, then he/she is eligible for a pro-rated incentive payment based on the number of complete consecutive months worked in his/her role. For example, if an employee has worked in the narcotics division for eight (8) such months, then he/she is eligible for an incentive payment equal to $(8 \text{ months} / 12 \text{ months}) \times 3\% = (66.66) \times 3\% = \text{two percent (2\%)}$.

With the exception of employees employed in the SERT, employees may qualify for only one (1) an incentive payment at any given time, and will be paid whichever potential incentive payment is greater. (For example, if an employee is a field training officer in the narcotics division, then he/she would qualify for the [one and] one-half (1.5) percent an incentive payment on a semi-annual basis (which will amount to three (3) percent if payable over two (2) consecutive semi-annual payments.) Employees employed in the SERT will be eligible for the SERT an incentive payment regardless of eligibility for any other incentive payments.

(Ord. of 9-18-18(2))

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Rules of Procedure

Department:

Agenda Title: Rules of Procedure

Agenda Summary: Elliot Engstrom, Deputy County Attorney

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Rules_of_Procedure.pdf	Rules of Procedure

STAFF REPORT

To: Board of Commissioners Date: September 10, 2019

From: Tim Moore, County Attorney
Elliot Engstrom, Senior Staff Attorney

Subject: Proposed Rules of Procedure for Board of Commissioners

Summary Statement:

County Attorney and Senior Staff Attorney recommend updating the rules of procedure of the Board of Commissioners.

Review:

N.C.G.S. § 153A-41 authorizes the Board of Commissioners to adopt “its own rules of procedure.” Recently, the UNC School of Government published new recommended rules of procedure for local governments. The County Attorney and Senior Staff Attorney have reconciled these new recommended rules with the current rules of procedure for the Board of Commissioners. The result is a set of rules that largely maintains the current rules of procedure while incorporating modern best practices. The County Attorney and Senior Staff Attorney recommend adopting these new rules for the following reasons.

- The Board’s current rules provide no guidance on how to go about the appointment process. While there is a practice that the Board of Commissioners generally follows, it would be wise to codify this practice in the rules of procedure. We have done so in Rules 38 and 39 of the new proposed rules.
- The Board’s current rules state that only the County Manager, County Attorney, and Clerk to the Board may attend a closed session of the Board. This should be changed to include any attorney employed or retained by the County.
- The proposed rules give more guidance on the agenda process (Rule 15 of proposed rules).
- The Board’s current rules do not incorporate use of the Internet. The proposed rules incorporate the use of the County website in the publication of meeting schedules and notices.
- The Board’s current rules are located in paper form, with all edits made via handwriting and highlighting. Adopting new rules and making them available in digital format would place the rules of procedure in one easy to locate and understand document.

- By adopting new rules, the Board would benefit from the UNC School of Government's expertise and editing process. The authors of the School of Government's recommended rules sought to streamline and simplify the rules of procedure for local governments.

The new proposed rules have also been edited to ensure that they do not unnecessarily change any of the Board's current practices. For example:

- The proposed rules maintain the practice of the County manager presiding over organization meetings in a year where the outgoing chair has lost his or her seat on the Board.
- The proposed rules maintain the practice of requiring a second on any motion.
- The proposed rules maintain the current rule that where a board member has not been excused from voting on a matter, that member's failure to vote is recorded as an affirmative.

Attachment:

Proposed rules of procedure.

Action Requested

Approve and adopt the proposed rules of procedure.

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Rules of Procedure for the Cleveland Board of County Commissioners

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Cleveland County Board of Commissioners. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the board to conduct business. A quorum consists of a majority of the board's membership. Vacancies do not reduce the number of members necessary to establish a quorum. A member who withdraws from a meeting of the board without being excused by majority vote of the remaining members present is deemed present for quorum purposes. The board may compel an absent member to attend by ordering the sheriff to take the member into custody.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

No member who is not physically present for a board meeting may participate in the meeting by electronic means except in accordance with a separate policy adopted by the board.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite a permissible basis for closed session.

(b) Bases for Closed Session. A closed session is permissible as provided for in N.C.G.S. § 143-318.11

and on any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the County Manager, the County Attorney, other attorneys employed or retained by the County, and the Clerk to the Board may attend closed sessions of the board. The human resources director may attend any closed session involving personnel matters. No other person may attend a closed session unless invited by majority vote of the board. A vote to invite a person to attend a closed session may take place in open or closed session.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all of its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of board members, though the board in its discretion may decide to incorporate such details into the minutes.

(b) Record of “Ayes” and “Noes.” At the request of any member, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed as provided in subsection (e) of this section. The sealed minutes and general account of any closed session may be withheld from public inspection, so long as public inspection would frustrate the purpose(s) of the closed session.

(e) Unsealing Closed Session Records. Minutes and general accounts of closed sessions may be unsealed:

- (1) By a majority vote of the Board of Commissioners; or
- (2) By the Clerk to the Board, upon a written finding signed by the Clerk to the Board, County Manager, and an attorney for the County, stating why public inspection of the closed session records will not frustrate the purpose(s) of the closed session. This subsection (2) shall only apply to closed sessions that took place three (3) or more years prior to the date of action taken hereunder.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that takes place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a board meeting shall so notify the Clerk to the Board no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a board meeting.

(c) Equipment Placement. The County Manager and the Public Information Officer may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as they allow the equipment to be placed where it can carry out its intended function. If the County Manager or the Public Information Officer determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the County Manager or Public Information Officer may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the board grants the request, the news media making the request shall pay the costs incurred by the county in securing an alternative meeting site.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Chair and Vice Chair

(a) Requirement to Hold Organizational Meeting. The board shall hold an organizational meeting each December to take the actions set out in this rule.

(b) Scheduling Organizational Meeting

- (1) *Even-numbered years.* The board shall hold an organizational meeting at its regular meeting place at 10:00 a.m. on the first Monday in December of each even-numbered year.
- (2) *Odd-numbered years.* The board shall hold an organizational meeting during its first regular meeting in December.

(c) Order of Business

- (1) *Even-numbered years*
 - (A) As the first order of business at the organizational meeting, all persons elected or reelected to the board at the most recent county election must take and subscribe the oath of office set out in Article VI, Section 7 of the North Carolina Constitution, unless they did so earlier in the day. They must then take the General Oath prescribed by N.C.G.S. § 11-11. Each member's constitutional oath must be filed with the Clerk to the Board. Although a newly elected or reelected member who has not yet been sworn and who is not present for the organizational meeting may be sworn in later, the member must take, subscribe, and file the constitutional oath and take the N.C.G.S. § 11-11 oath before he or she begins performing any of the duties of the member's office.
 - (B) As the second order of business, the board shall elect a Chair and Vice Chair from among its members using the procedure specified in Rule 38.
 - (C) As the third order of business, the board shall approve the bonds of the sheriff and the

register of deeds and induct any other newly elected county officials into office.

(D) As the fourth order of business, the board may appoint the Clerk to the Board and the County Attorney.

(2) *Odd-Numbered Years.* As the first order of business, the board will elect the Chair and Vice Chair. As the second order of business, the board may appoint the Clerk to the Board and the County Attorney.

(d) Presiding Officer. The outgoing Chair shall call the organizational meeting to order and preside until the board elects a new Chair. If the organizational meeting takes place during an even-numbered year in which the outgoing Chair has lost his or her seat on the board, the County Manager shall fill the role of presiding officer until a new Chair is elected. Once elected, the new Chair shall preside.

Rule 9. Terms of the Chair and Vice Chair

The member selected as Chair at the organizational meeting shall serve for the ensuing year unless removed by the board for cause. The Vice Chair shall serve at the board's pleasure.

Part V. Types of Meetings

Rule 10. Regular Meetings

(a) Regular Meeting Schedule. The board shall generally hold a regular meeting on the first and third Tuesday of each month, except that if a regular meeting day is on a holiday on which county offices are closed, the meeting shall be held on the next business day. Meetings shall generally be held at the Cleveland County Administration Building located at 311 E. Marion Street, Shelby, NC 28150 and begin at 6:00 p.m. The board shall adopt a resolution establishing the meeting schedule each year, and in such resolution the Board may alter the meeting schedule as it deems appropriate, including but not limited to scheduling only one meeting during a given month. For purposes of these rules, a work session of the board constitutes a regular meeting if it appears on the board's duly adopted schedule of regular meetings. In all other cases, a work session is a special meeting to which the provisions of Rule 11 apply.

(b) Notice of Regular Meeting Schedule. The board must ensure that a copy of its current regular meeting schedule is filed with the Clerk to the Board and posted on the county's website. At least 10 days before the first regular meeting held pursuant to the schedule, the board must cause the schedule to be published as required by law.

(c) Change to Regular Meeting Schedule. The board may adopt a resolution altering the time or place of a particular regular meeting or all regular meetings within a specified period. The board must ensure that the resolution is filed with the Clerk to the Board at least seven (7) calendar days before the first meeting held pursuant to the revised schedule. The board must also have the revised schedule posted on the county's website. Additionally, the board must cause notice of the temporary change to be posted at or near its regular meeting place and to be sent to everyone who has submitted a written request for notice of its special meetings.

Rule 11. Special Meetings

(a) Calling Special Meetings. The Chair or a majority of members may call a special meeting of the board by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered.

(b) Notice to the Public. At least forty-eight hours before a special meeting, the board shall cause the written notice to be (1) posted on the board's principal bulletin board or, if the board has no such bulletin board, at the door of the board's usual meeting room and (2) delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Clerk to the Board. If the board's website is maintained by one or more county employees, the board must also have the notice posted there prior to the special meeting.

(c) Notice to Members. At least forty-eight hours before a special meeting, the Chair or the members who called the meeting shall have the written notice of the meeting delivered to the other members of the board or left at their usual dwelling places.

(d) Transacting Other Business. Unless all members are present or any absent member has signed a written waiver of notice, only those items of business specified in the notice to members may be taken up at a special meeting.

Rule 12. Emergency Meetings

(a) Calling Emergency Meetings. The Chair or a majority of the board's members may call an emergency meeting to address generally unexpected circumstances that demand the board's immediate attention.

(b) Notice of Emergency Meetings. The member or members who call an emergency meeting must take reasonable action to inform the other members of the board and the public of the meeting. In addition, notice of the meeting must be given to each local newspaper, local wire service, local radio station, and local television station that has filed with the Clerk to the Board a written request to be notified of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after members have been notified and at the expense of the media organization notified.

(c) Transaction of Other Business Prohibited. Only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

Rule 13. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Rule 32 (Motion 3). The motion must state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. Notice of the recessed meeting's date, time, and place must appear on the county's website prior to the meeting. No further notice of a properly called recessed meeting is re-

quired.

Rule 14. Limited Authority to Meet Outside the County

The board must hold all of its meetings within the county except for the following:

- (a) A joint meeting of the board with another public body, if the joint meeting is held within the political subdivision represented by the other public body;
- (b) A retreat, forum, or similar gathering held solely to provide board members with general information relating to the performance of their duties, so long as members do not vote or otherwise transact business during the event;
- (c) A meeting between the board and the local legislative delegation during a session of the General Assembly, provided board members do not vote or otherwise transact public business during the meeting except with regard to matters pertaining directly to legislation proposed to or pending before the General Assembly; and
- (d) A convention, association meeting, or similar gathering, but only if board members confine their deliberations to event-related issues that are not legally binding on the board or its constituents, such as convention resolutions and the elections of association officers.

Part VI. Agenda

Rule 15. Agenda

(a) Draft Agenda

- (1) *Preparation.* The Clerk to the Board shall prepare a draft agenda in advance of each meeting of the board. For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the clerk at least two working days before the date of the meeting. The clerk must place an item on the draft agenda in response to a board member's timely request.
- (2) *Supplemental information/materials.* The agenda packet shall include the draft agenda, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda.
- (3) *Delivery to board members.* Except in the case of an emergency meeting, each member shall receive a paper or electronic copy of the draft agenda and agenda packet at least twenty-four hours before the meeting.
- (4) *Public inspection.* The draft agenda and agenda packet will be available to the public when they are ready to be circulated.

(b) Adoption of the Agenda

- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt the agenda for the meeting.
- (2) *Amending the agenda.* Both before and after it adopts the agenda, the board may add or subtract agenda items by majority vote of the members present and voting, except that:

- the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 11(d) are satisfied; and
- only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

(3) *Designation of items “For Discussion and Possible Action.”* The board may designate an agenda item “for discussion and possible action.” The designation signifies that the board intends to discuss the item and may, if it so chooses, take action on the item following the discussion.

(c) Consent Agenda. The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if they are judged to be noncontroversial and routine. Prior to the board’s adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 16. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that people at the meeting can understand what is being deliberated or acted upon.

Rule 17. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the Clerk to the Board by the deadline specified in Rule 15(a)(1). The board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 18. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- adoption of the agenda,
- citizen recognition,
- approval of the consent agenda,
- approval of the previous meeting minutes,
- public hearings,
- administrative reports,
- committee reports,

- unfinished business, and
- new business.

Without objection, the Chair may call agenda items in any order most convenient for the dispatch of business.

Part VII. Role of the Presiding Officer

Rule 19. The Chair

(a) Presiding Officer. The Chair shall preside at meetings of the board.

(b) Voting by the Chair. The Chair has the same duty to vote as other members, though in no event may the Chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the Chair or (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 32 (Motion 1).

(d) Powers as Presiding Officer. As presiding officer, the Chair is to enforce these rules and maintain order and decorum during board meetings. To that end, the Chair may

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure;
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the Chair under subparagraph (d)(1), (2), or (3) in accordance with Rule 32 (Motion 1).

Rule 20. Presiding Officer in the Chair's Absence

The Vice Chair shall preside over meetings of the board in the Chair's absence. If both the Chair and Vice Chair are absent, the members present may choose a temporary Chair from among themselves. The Vice Chair or other member presiding in place of the Chair has the powers listed in Rule 19(d). Service as presiding officer does not relieve the Vice Chair or other member of the duty to vote on all questions except as excused from voting pursuant to Rule 29.

Rule 21. When the Presiding Officer Is Active in Debate

If the Chair becomes active in debate on a particular proposal, he or she may have the Vice Chair preside during the board's consideration of the matter. If the Vice Chair is absent or is also actively debating the matter, the Chair may designate another member or a staff member to preside as temporary Chair until the matter is concluded. Similarly, if while presiding, the Vice Chair or temporary Chair wishes to

join in debating a topic, he or she may designate another member or a staff member to preside as temporary Chair for the duration of the board's consideration of the matter.

Part VIII. Motions and Voting

Rule 22. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion.

Rule 23. Second Required

A second is required on any motion.

Rule 24. One Motion at a Time

A member may make only one motion at a time.

Rule 25. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Rule 26. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, debate shall alternate between proponents and opponents of the measure.

Rule 27. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 28. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 29. Duty to Vote

(a) Duty to Vote. Every board member, other than the Chair, must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under N.C.G.S. § 14-234 (contract providing direct benefit to member), N.C.G.S. § 153A-340(g) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or N.C.G.S. § 160A-388(e)(2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the County Attorney.

(c) Procedure for Excusal

- (1) *At the member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On the board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining members present may by motion and vote excuse the member from voting if the member is prohibited from voting under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. If a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the meeting room, or
- (2) the member has physically withdrawn from the meeting room without being excused by majority vote of the remaining members present.

Rule 30. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the office of the Clerk to the Board immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 31. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 32 (Motion 14).

Rule 32. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 12, and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9.

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the board is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Rule 13. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least a quorum of the board. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 12. To Amend or Substitute.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

(d) Substitute Motion. Where an entire motion is substituted for another, the Chair must first call for a vote on the Motion to Substitute to determine the advisability of substituting a new motion. If the Motion to Substitute passes, the Chair then shall throw the Substitute Motion open to debate. The Substitute Motion in turn must be voted on, and is subject to Amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place

(Motion 3). The motion is not in order if it interrupts the board's deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for Six Months. This motion may be used to prevent the re-introduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive affirmative votes equal to at least a quorum of the board. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the board's next organizational meeting in an even-numbered year, whichever occurs first.

Part IX. Ordinances and Contracts

Rule 33. Introduction of Ordinances

For purposes of these rules, the "date of introduction" for a proposed ordinance is the first date on which the proposed ordinance appears on the approved agenda for a board meeting.

Rule 34. Adoption, Amendment, and Repeal of Ordinances

(a) Form of Proposed Ordinances. The board may not adopt a proposed ordinance unless it has been reduced to writing and distributed to members before the vote is taken.

(b) Adoption of Ordinances Not Subject to Public Hearing Requirements.

- (1) *Approval on date of introduction.* To be adopted at the meeting where first introduced, an ordinance or any action having the effect of an ordinance must receive the affirmative votes of all members of the board. If the measure receives a majority of votes cast on the date of introduction but not the unanimous support of all members, the board must take it up again at its next regular meeting.
- (2) *Approval after date of introduction.* At its first regular meeting following the date of introduction or at any meeting thereafter within 100 days of the date of introduction, the board may adopt the proposed ordinance or action having the effect of an ordinance by a majority of votes cast, a quorum being present.

(c) Adoption of Ordinances Subject to Public Hearing Requirements.

- (1) *The budget ordinance or budget amendments.* Rule 35 governs the approval of the budget ordinance and amendments thereto.
- (2) *Other ordinances.* Following a required public hearing on a proposed ordinance, the board may adopt the measure by a majority of votes cast, a quorum being present, regardless of whether the vote occurs on the date of introduction.

(d) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 35. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in general law or any local act,

- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law or these rules concerning the call of special meetings applies during that period, so long as

- (1) each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- (2) no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5.

Part X. Public Hearings and Comment Periods

Rule 36. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to county staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. The board may hold public hearings anywhere within the county. Public hearings may be held outside the county where permitted by any relevant state or federal law and Rule 14 of these rules.

(c) Notice of Public Hearings. Any public hearing at which a quorum of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 10 through 13, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided

together with the notice required by the open meetings law.

(d) Rules for Public Hearings. The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the meeting room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the meeting room to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the Chair shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board votes to extend the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the Chair shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

Rule 37. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things:

- (1) fix the maximum time allotted to each speaker,
- (2) provide for the designation of spokespersons for groups supporting or opposing the same positions,
- (3) provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the meeting room (so long as arrangements are made for those excluded from the meeting room to listen to the public comment period), and

(4) provide for the maintenance of order and decorum in the conduct of the public comment period.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.

Part XI. Appointments and Appointed Bodies

Rule 38. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure for Appointed Bodies. The board shall use the following procedure to appoint individuals to bodies over which it has the power of appointment. Any resident of Cleveland County may apply to be on an appointed body via a process created and administered by the Clerk to the Board. The Clerk to the Board shall provide the list of qualified applicants to the Board of Commissioners, and such qualified applicants shall be considered nominees for appointment to the appointed body. The Chair shall then open the floor for nominations, whereupon board members may put forward additional nominees in addition to those who have applied through the process conducted by the Clerk to the Board. Once a full list of nominees, including both applicants and individuals nominated by Board members, is complete, the Chair shall open up the floor for members to debate nominees. Upon conclusion of debate, if any, the appointment or appointments shall be made by substantive motion as provided in Rule 31.

(c) Nomination and Voting Procedure to Fill a Vacancy on the Board. Vacancies on the Board of Commissioners shall be filled as provided for by N.C.G.S. § 153A-27.1. To the extent N.C.G.S. § 153A-27.1 does not provide clear procedures, the procedures of subsection (b) above shall be used.

(d) Vote by Written Ballot. The board may vote on a substantive rule dealing with proposed appointments by written ballot in accordance with Rule 30.

Rule 39. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of county government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business.

(c) Procedural Rules. The board may prescribe the procedures by which the county's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XII. Miscellaneous

Rule 40. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with any relevant statutes and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members.

Rule 41. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the Chair shall make a ruling on the issue subject to appeal to the board under Rule 32 (Motion 1).

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Real Property Transaction Plato Lee Road

Department:

Agenda Title: Real Property Transaction Plato Lee Road

Agenda Summary: Greg Pering, County Engineer

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report_Plato_lee_property_deed.docx	Staff Report Plato Lee Rd
<input type="checkbox"/> Conveyance_to_Shelby_Plato_Lee.pdf	DRAFT Conveyance Resolution

STAFF REPORT

To: Board of Commissioners

Date: Sept 13, 2019

From: Gregory Pering, County Engineer

Subject: Convey Cleveland County Plato Lee Parcel to City of Shelby

Summary Statement:

Cleveland County owns a property between Washburn Switch Rd and Plato Lee Road. This is GIS parcel number 58557. It is 46.9 acres of wooded and grass lands with a stream splitting the property.

The property is directly across from KSM Castings on Plato Lee and directly behind Clearwater Paper—S1. Both companies considered acquisition of the property for their expansion projects, but have since chosen other options. Their decisions leave this property open for development for other industrial purposes.

The City of Shelby requests the conveyance of the deed from Cleveland County to the City of Shelby, so that they may build shell buildings to attract manufacturing and service industries to Cleveland County.

Review:

The property is located off of Plato Lee Road at the intersection of the CSX railroad.

Aerial View of Property Location

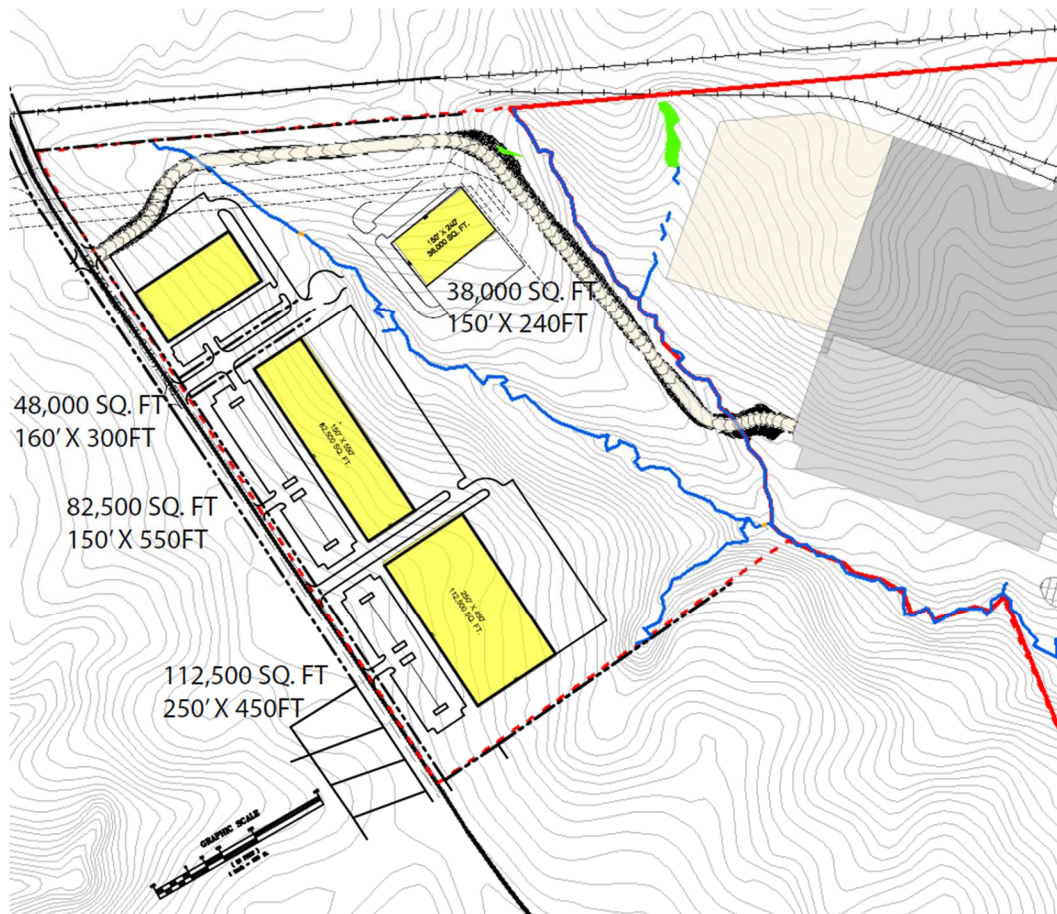


CSX and Duke Energy have an easement to the north of the property. Duke Energy has installed an electrical substation north of the rail road tracks, next to Modern Densifying. A stream bisects the property.

This property could host 4 shell buildings:

- 38,000 sq ft 150 ft x 240
- 48,000 sq ft 160 ft x 300 ft
- 82,000 sq ft 150 ft x 550 ft
- 112,500 sq ft 250 ft x 450 ft

Possible Shell Building Sizes



Attachment:

No attachment

Action Requested

Staff recommends the property deed for Parcel No. 58557 be transferred from Cleveland County to the City of Shelby.

**Resolution Approving Conveyance of Property to
Another Unit of Government in North Carolina
Pursuant to G.S. 160A-274**

WHEREAS, Cleveland County owns a property located between Washburn Switch Road and Plato Lee Road, which is 46.9 acres of wooded and grass lands with a stream splitting the property, described as of this writing as Cleveland County Parcel # 58557; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Cleveland County has determined that it is in the best interest of Cleveland County to convey the above-mentioned property to the City of Shelby, and deems it wise to do so for \$133,500.00.

THEREFORE, THE CLEVELAND COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. Cleveland County hereby conveys to the City of Shelby the property described as of this writing as Parcel # 58557 located between Washburn Switch Road and Plato Lee Road.
2. The property herein described shall be conveyed for \$133,500.00
3. The Chairman of this Board is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the ____ day of _____. 20__.

[Clerk Seal]

[Chairman Signature]

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Animal Services Ordinance

Department:

Agenda Title: Animal Services Ordinance

Agenda Summary: Elliot Engstrom, Deputy County Attorney

Proposed Action:

ATTACHMENTS:

File Name		Description
<input type="checkbox"/>	2019-09-11_Animal_Service_Ordinance_Staff_Report.pdf	Updated Animal Services Ordinance

STAFF REPORT

To: Cleveland County Board of Commissioners Date: September 11, 2019

From: Elliot Engstrom, Senior Staff Attorney

Subject: Proposed changes to code of ordinances

Summary Statement:

Animal services is being moved from the health department to a standalone department supervised by the county manager's office. Certain changes to the code of ordinances must be made in order to have the county code reflect this change.

Review:

The Cleveland County Code of Ordinances currently designates the health director as the supervisor of animal services. The animal services director position is being changed to a department head level position. Certain changes must be made to the code of ordinances to accommodate this change. Some changes include:

- Clarifying the difference between the animal services director and an animal control officer;
- Shifting supervision of animal services from the health director to the animal services director, who will be a department head supervised by the county manager;
- Creating an animal services advisory and appeals board to hear dangerous dog appeals and advise the Board of Commissioners on animal services issues; and
- Clarifying that the health director still must fulfill his or her statutory duties regarding rabies prevention.

Because this is the first time this ordinance has been introduced, it must receive the approval of all the members of the board of commissioners in order to pass (G.S. § 153A-45).

Attachment:

- Proposed changes to Cleveland County Code of Ordinances.
- Proposed resolution creating animal services advisory and appeals board.

Action Requested

- Adopt the ordinance by a unanimous vote of all members.
- Adopt the attached resolution creating an animal services advisory and appeals board.

###

**RESOLUTION CREATING CLEVELAND COUNTY ANIMAL SERVICES ADVISORY AND
APPEALS BOARD (G.S. 153A-76; G.S. 153A-77(a); G.S. 67-4.1(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, N.C.G.S. § 153A-77(a) authorizes the Board of Commissioners to appoint advisory boards composed of qualified and interested residents to study, interpret, and develop community support and cooperation in activities conducted by or under the authority of the Board of Commissioners; and

WHEREAS, N.C.G.S. § 67-4.1(c) requires the Board of Commissioners to designate a person or board to be responsible for determining when a dog shall be deemed “dangerous” and a separate board to hear any appeal;

WHEREAS, the Board of Commissioners have, through an ordinance passed on the same day as this resolution, designated the animal services director as the person to be responsible for determining when a dog shall be deemed dangerous;

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 Animal Services Advisory and Appeals Board composed of five (5) initial members, those members being the veterinarian member of the board of health, the assistant county manager, the senior staff attorney, the health director, and the optimization coordinator; and
2. The terms of the five initial members shall expire on December 31, 2019, before which time the Board of Commissioners shall provide by a separate resolution for the board’s membership after that date;
3. The Cleveland County Animal Services Advisory and Appeals Board shall have the duties of (a) advising the Board of Commissioners on issues related to animal services and (b) hearing any appeals of dangerous dog determinations made by the animal services director.

Adopted this the 17th day of September, 2019.

[County Seal]

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

Attest: _____
Phyllis Nowlen
Clerk to the Board

AN ORDINANCE MAKING CERTAIN 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 are effective on the date that this ordinance is approved by the Cleveland County Board of Commissioners. Additions are indicated by text underlined in blue; deletions are indicated by ~~text struck through in red~~.

ARTICLE I. - IN GENERAL

Sec. 3-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control officer means an animal control officer who reports to the animal services director and may have one or more powers of the animal services director delegated to him by the Animal Services Director.

~~Animal control officer~~Animal services director means the animal services director who is appointed by the county manager to oversee all animal services and animal control activities carried out by the County except for those that are otherwise provided for by statute. The animal services director~~term "animal control officer"~~shall have all of the authority granted in this chapter to him in this chapter and shall also have all of the authority~~or~~granted by the General Statutes of North Carolina to animal control officers and animal cruelty investigators. The animal services director may delegate any of his or her powers to one or more animal control officers.

...

Sec. 3-2. - Animal ~~control~~services director~~officer~~—Appointment.

The county manager~~health director of the county~~ is authorized to appoint one (1) animal services director, who in turn is authorized to appoint one or more animal control officers. The county manager is authorized~~and~~, with the approval of the board of commissioners from time to time, to determine the amount of salaries, allowances, and expenses within the guidelines of the county personnel ordinance for such animal services director and such animal control officers, such salaries, allowances and expenses to be paid by and through sums appropriated by the board of commissioners.

Sec. 3-3. - Same—Powers and duties.

- (a) The animal ~~control officer~~services director shall have all the powers and duties granted to a county dog warden under section 67-31 of the General Statutes and an animal cruelty investigator under Chapter 19A of the General Statutes, excluding the power of arrest, with

the responsibility for enforcement within the county of all public and public-local laws pertaining to the ownership and control of dogs, cats or other animals, and the animal ~~services director~~~~control-officer~~ shall cooperate with all ~~other~~-law enforcement officers operating within the county in fulfilling this responsibility.

- (b) The duties of the ~~animal services director~~~~animal-control-officer~~ shall be, but not be limited to, the following activities:

...

- h. The animal ~~services director~~~~control-officer~~ will revisit the owner/harbor at intervals during the ten-day quarantine period to ensure the animal's health and to ensure a continuing compliance with the agreement.

...

- (c) The animal control officer shall at all times be subject to the supervision of the county ~~manager~~~~health-director~~.

(d) The animal services director shall supervise all animal control officers and other county employees in animal services.

(e) The animal services director may delegate any of his powers and duties to county animal control officers.

(f) Nothing in this Chapter shall be construed as purporting to relieve the board of health or health director of any statutory duty, including but not limited to those duties found in Chapter 130A Article 6 Part 6 of the North Carolina General Statutes.

...

Sec. 3-5. - Animal shelter and disposition of impounded dogs or cats.

The board of commissioners of the county has heretofore established and now maintains a county animal shelter. Such animal shelter is to be under the supervision and control of the county animal ~~services director~~~~control-officer~~, and shall be used for the purpose of impounding lost and stray dogs, cats and other animals for a period of not less than seventy-two (72) hours. The county animal ~~services director~~~~control-officer~~ shall make every effort to locate and give notice to owners of such dogs, cats or other animals of the impoundment of such dog or dogs, cat or cats, or other animals. The animal ~~services director~~~~control-officer~~ will keep a permanent bound record of the date on which each dog, cat or other animal is impounded and at the end of the holding period of not less than seventy-two (72) hours, if such dogs, cats or other animals remain unclaimed by their owners, such dogs or cats may be sold under the guidelines as established by the county board of ~~commissioners~~~~health~~, or such dogs, cats or other animals, may be destroyed or disposed of in a humane manner, as set forth in section 130A-192 of the General Statutes, under the direct supervision of the county ~~animal-control-officer~~~~animal services director~~.

Sec. 3-6. - Animal(s) creating nuisance prohibited from running at large.

...

- (c) When the animal ~~services director's control officer's~~ investigation determines that a violation of this section is supported by evidence, the animal ~~services director control officer~~ will issue the owner or keeper a "restraint of nuisance animals running at large" notice, which requires the owner or keeper to keep any and all animals belonging to owner or keeper on his or her property at all times, unless the animals are under restraint. An animal is under restraint if it is:

...

- (d) Fine for violation. After a "restraint of nuisance animals running at large" notice has been issued to a person, the animal ~~services director control officer~~, upon finding evidence to support a subsequent violation of this section, including failure to abide by a restraint notice, and regardless of the particular animals involved in any subsequent violation, will issue the owner or keeper a citation with costs and fines as follows:

...

Sec. 3-7. - Cruelty to animals.

...

- (f) It shall be unlawful for any person to leave an animal within a closed car, truck or other vehicle for such duration or at such temperatures as an animal ~~services director control officer~~ shall, in his sole discretion, deem to be harmful or potentially harmful to the animal.

...

- (b) Any nondomestic animal which is not properly secured or restrained as required by this section or which has injured or endangered any person or property may be confiscated by ~~the~~ animal ~~services director control officer~~ and harbored at the owner's or keeper's expense.

...

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

- (a) It shall be unlawful for any owner or keeper to keep any nondomestic animal within the county, unless it is confined within a humane secure enclosure as required by the ~~animal services director health director~~, unless:

- (1) It is securely muzzled and under restraint by a competent person who, by means of a leash, chain, rope or other device suitable to adequately restrain the particular animal, has such animal firmly under control at all times; and
- (2) It is being transported to receive veterinary care, to be sold, or to be destroyed.

(b) Any nondomestic animal which is not properly secured or restrained as required by this section or which has injured or endangered any person or property may be confiscated by an animal control officer and harbored at the owner's or keeper's expense.

Sec. 3-10. - Confinement and control of dangerous animals and dangerous dogs.

(a) It is unlawful for any owner or keeper to maintain or harbor unconfined or uncontrolled any dangerous dog or animal as defined by section 67-4.1 of the General Statutes which definition is hereby incorporated by reference. If the animal ~~services director~~~~control officer~~, after investigation supported by the evidence, finds that the animal or dog is dangerous, the animal or dog shall be deemed dangerous.

...

(c) ~~An~~~~The~~ animal ~~services director~~~~control officer~~ is empowered to confiscate the dog or animal and harbor it at the owner's expense pending the owner's construction of a humane secure enclosure, such enclosure to be approved by the county health department, or a determination of whether or not the animal shall be destroyed.

...

(f) Continuously maintain in force liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00) and/or post a one hundred thousand dollars (\$100,000.00) security bond and upon demand, present proof of same to the ~~health director~~~~animal services director~~.

Sec. 3-12. - Determination of dangerous animal.

Any dangerous animal or dangerous dog not kept in accordance with the requirements of this chapter may be confiscated by the animal ~~control officer~~~~services director~~ and harbored at the owner's expense until the owner or keeper complies with the requirements of this chapter. In the event an owner or keeper appeals an action or determination of the animal ~~control officer~~~~services director~~, any dangerous animal or dangerous dog may be harbored by the animal ~~control officer~~~~services director~~ at the owner's expense, pending the outcome of the appeal process. In the event an owner or keeper refuses or fails to comply with the provisions of this chapter, and all appeal times have expired, the dangerous animal or dangerous dog confined by the animal ~~control officer~~~~services director~~ may be destroyed as provided in section 3-5 above.

- (1) Any animal or dog that caused fatal or severe injury to a person shall be humanely euthanized at the discretion of the ~~animal services director~~~~health director~~, ~~by the animal control department~~, or by a licensed veterinarian.

Sec. 3-13. - Required notification to animal ~~control officer~~~~services director~~ by owners and keepers of nondomestic or dangerous animals or dangerous dogs.

The owner or keeper of a nondomestic or dangerous animal or dangerous dog shall inform the animal ~~control officer~~ [services director](#), as soon as practicable, but not later than twenty-four (24) hours, after the occurrence of any of the following:

Sec. 3-17. - Interference with enforcement of ordinance.

It shall be unlawful for any person to interfere with, hinder, or molest the [animal services director](#), animal control officers, or veterinarians in the performance of any duty authorized by this chapter, or to seek to release any animal in the custody or such agents, except as otherwise specifically provided.

Sec. 3-18. - Impoundment.

Any animal which appears to be lost, stray or unwanted, which is found to be not wearing a collar and a valid rabies vaccination tag or being implanted with a microchip as provided for in this section, as required by state law or this chapter, and not under restraint in violation of this chapter, shall be impounded by the animal ~~control officer~~ [services director](#) and confined in an animal shelter in a humane manner. Impoundment of such an animal shall not relieve the owner thereof from any penalty which may be imposed for violation of this chapter. In the event any dangerous or vicious dog is found at large, whether such dog is wearing a collar or not, and such dog cannot be taken up and impounded, such dog may be slain by the animal control officer.

Sec. 3-19. - Procedure for redemption of impounded dogs or cats.

A complete registry shall be maintained on the breed, color, sex and size of all dogs and cats impounded. If the ownership of the dog or cat impounded can be determined, the owner shall be notified within seventy-two (72) hours after impoundment and the dog or cat returned to such owner upon payment of fees and expenses as may from time to time be set by the county board of ~~health~~ [commissioners](#). All fees and expenses must be paid in full before any such dog or cat may be released to its owner. After notification to the owner of any dog or cat, impoundment of such dog or cat will not exceed seventy-two (72) hours. If, after the expiration of said seventy-two (72) hours, such dog or dogs, cat or cats, have not been redeemed, they may be sold or destroyed as provided in section 3-5 above.

Sec. 3-20. - Destruction of wounded or diseased animals.

Notwithstanding any other provision of this chapter, any animal impounded which is badly wounded or diseased (not a rabies suspect), and has no identification, shall be destroyed immediately in a humane manner. If the animal has identification, the animal ~~control officer~~ [services director](#) shall attempt to notify the owner before disposing of such, but if the owner cannot be reached readily and, in the opinion of the animal ~~control officer~~ [services director](#), the animal is suffering, the animal ~~control officer~~ [services director](#) may, at his discretion, destroy the animal in a humane manner.

Sec. 3-21. - Viewing of impounded animals.

Any person who comes to the county animal shelter attempting to locate a lost pet is entitled to view every animal held at the shelter, subject to rules providing for such viewing during at least four (4) hours a day, three (3) days a week. If the county animal ~~control officer~~services director determines that certain animals must be kept apart from the general public for health reasons, public safety concerns, or in order to preserve evidence for criminal proceedings, the shelter shall make reasonable arrangements that allow pet owners to determine whether their lost pets are among those animals.

...

Sec. 3-22. – Standards of care for large commercial dog and/or cat breeders.

- (f) Upon request of ~~an~~the animal ~~control officer~~services director, the breeder shall furnish to animal control all medical records of all animals owned by the breeder.

...

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

...

- (b) If any nondomestic animal shall attack, assault, wound, bite or otherwise injure or kill a human being, the owner or keeper shall pay a fifteen hundred dollar (\$1,500.00) civil penalty, and such nondomestic animal shall be destroyed by the animal control officer.
- (c) If any nondomestic animal shall kill or wound or assist in killing or wounding any domestic animal or pet, or damage property, the owner or keeper of such nondomestic or dangerous animal shall pay a five hundred dollar (\$500.00) civil penalty, and such nondomestic animal may be destroyed by the animal control officer.
- (d) If any animal or dog shall, when off the owner's property, attack, assault, wound, bite, or otherwise injure or kill a human being, the owner or keeper shall pay a five hundred dollar (\$500.00) civil penalty and after a ten-day waiting period exclusive of Sundays and holidays, such dog may be destroyed or declared dangerous by the ~~health director~~animal services director. For each owner or keeper's subsequent violation of the animal control ordinance such owner and keeper shall pay a fifteen hundred dollar (\$1,500.00) civil penalty.
- (e) If any domestic animal or dog shall, when unprovoked and is off of the owner's property, kill or wound or assist in killing or wounding any domestic animal or pet, the owner or keeper of such dog shall pay a two hundred fifty dollar (\$250.00) civil penalty and the animal ~~control officer~~services director is empowered to confiscate and, after the expiration of a ten-day waiting period exclusive of Sundays and holidays, may destroy or declare the domestic animal or dog dangerous by the ~~health director~~animal services director. For each subsequent violation of the animal control ordinance the owner or keeper shall pay a civil penalty of five hundred dollars (\$500.00).

- (f) Any violation of this chapter shall subject the offender to a civil penalty as set forth in this chapter and in the Code of Ordinances, Cleveland County, North Carolina. Violators shall be issued a written citation which must be paid within ten (10) days. Each day continuing violation shall be a separate and distinct offense. Notwithstanding any section of this chapter, the provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction. The ~~county health director~~animal services director, or his or her designee, is hereby authorized to file suit on behalf of the county to collect any unpaid citations and the ~~county health director~~animal services director, or his or her designee, is hereby authorized to verify and sign complaints on behalf of the county in such suits. Notwithstanding any section of this chapter or any provisions to the contrary in the Code of Ordinances, Cleveland County, North Carolina, the enforcement of this chapter shall be by civil penalty only and not by criminal penalty. Each day any violation of this chapter shall continue shall constitute a separate offense. In addition, this chapter may be enforced by any one (1) or more of the remedies authorized by section 153A-123 of the General Statutes, except any criminal sanctions.
- (g) Civil penalties. ~~Animal control officers~~The animal services director may issue civil penalty citations in accordance with the civil penalty and fee schedule which is adopted by resolution of the board in Appendix I and II attached to an ordinance adopted March 21, 1995 and incorporated herein by reference and here no penalty is specifically provided for in this chapter.

...

Sec. 3-35. - Appeals.

- (a) Any aggrieved person who disagrees with or challenges a decision by ~~an animal control officer~~the animal services director to have an animal or dog declared dangerous or to have an animal or dog euthanized may appeal such action or determination by the ~~health director~~animal services director of the county by giving written notice of appeal to the ~~health director~~animal services director of the county within ten (10) days of the challenged action or determination. The notice of appeal shall contain the name and address of the aggrieved person, a description of the challenged action or determination and a statement of the reasons why the challenged action or determination is incorrect. Upon filing the notice of appeal, the ~~health director~~animal services director shall, within ten (10) working days, meet with the aggrieved person ~~and the animal control officer~~ to determine the facts of the situation. After such meeting, the ~~health director~~animal services director shall have the authority to affirm, modify or reverse the challenged action or determination.
- (b) Any aggrieved person who disagrees with the decision by the ~~health director~~animal services director ~~to have an animal or dog declared dangerous or to have an animal or dog euthanized~~under subsection (a) of this section may appeal the decision of the ~~health director~~animal services director to the county ~~board of health~~animal services advisory and appeals board by giving written notice of such appeal to the ~~health director~~animal services director within thirty (30) days of the decision of the ~~health director~~animal services director under subsection (a) of this section. The notice of appeal shall contain the name and address of the aggrieved person, a description of the challenged action or determination and a statement of the reasons why the challenged action or determination is incorrect. Upon filing of the notice, the ~~health director~~animal services director shall, within five (5) working days,

transmit to the county animal services advisory and appeals board~~board of health~~ the notice of appeal and the papers and materials upon which the challenged action or determination was taken.

- (c) The Cleveland County Board of Commissioners shall provide by resolution for the membership of the Cleveland County Animal Services Advisory and Appeals Board. The ~~county board of health~~animal services appeals board shall hold a hearing within 30 days at the next scheduled board of health meeting of the receipt of the notice of appeal. ~~That~~the board shall give the appealing person not less than ~~t~~ ten (10) days' notice of the date, time and place of the hearing. The hearing shall be quasi-judicial in nature, and that board may adopt procedural rules governing such hearings. On appeal, ~~that~~e board shall have authority to affirm, modify or reverse the challenged action or determination. The ~~board of health~~animal services appeals board shall ~~contain~~issue a concise statement of the reason for the decision.
- (d) Any aggrieved person who wishes to contest the decision of the ~~county board of health~~animal services appeals board under this chapter shall have a right of appeal to the district court having jurisdiction within ~~thirty ten~~ (10~~30~~) days after the date of the decision of the animal services appeals board~~board of health~~. The district court may affirm, modify or reverse the decision of the animal services appeals board~~board of health~~ for the reasons stated in section 150B-51 of the General Statutes. Judicial review of the imposition of civil penalties shall be de novo by the district court without a jury. The appeal shall be heard de novo.

(e) The County enacts this Section 3-35 and any other provisions regarding the control of dangerous dogs pursuant to the grant of authority found in N.C.G.S. § 67-4.5.

...

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

- (a) Any inherently dangerous exotic mammal, inherently dangerous mammal or inherently dangerous reptile which is kept by any person in contravention of section 3-39 and not excepted by section 3-40 of this article may be taken up and impounded by the animal control officer for the protection and health of the animal and/or for the protection of the public. Whenever possible, the animal ~~control services officer~~director shall take up and impound the mammal or reptile in the presence of its owner or harbinger; however, if such is not practicable, then the animal control officer may impound such mammal or reptile consistent with the provisions of this section.
- (b) If an inherently dangerous exotic mammal, inherently dangerous mammal or inherently dangerous reptile is impounded pursuant to this section the owner or harbinger of the mammal or reptile shall be notified by the animal ~~control officer~~services director in person or by certified mail.
- (c) Any mammal or reptile impounded pursuant to this section will be held three (3) days for the owner to claim pursuant to subsection (d) below, but if the mammal or reptile cannot be taken up safely by the animal ~~control officer~~services director or if proper and safe housing

cannot be found for the mammal or reptile, the animal control officer can immediately destroy the mammal or reptile.

- (d) The owner or harbinger of the inherently dangerous exotic mammal, inherently dangerous mammal or inherently dangerous reptile can reclaim the mammal or reptile if the person can satisfy the ~~chief animal control officer~~animal services director that a safe transfer of the mammal or reptile to an appropriate location outside of the county has been arranged.
- (e) If no owner or harbinger can be located or will claim the inherently dangerous exotic mammal, inherently dangerous mammal or inherently dangerous reptile within three (3) days after impoundment, the animal ~~control officer~~services director may sell, adopt or euthanize the mammal or reptile at the discretion of the animal control officer.

...

Sec. 3-42. - Penalties.

Any person who violates this article shall be fined a civil penalty of three hundred dollars (\$300.00). If the violation is continued each day's violation shall constitute a separate offense. Payment of such penalties shall be made within ten (10) days. The ~~county health director~~animal services director, or his or her designee, is hereby authorized to file suit on behalf of the county to collect any unpaid citation and the ~~county health director~~animal services director, or his or her designee, is hereby authorized to verify and sign complaints on behalf of the county in such suits. In addition, this article may be enforced by any one (1) or more of the remedies authorized by section 153A-123 of the General Statutes, except any criminal sanctions.

ARTICLE IV. - ALTERED AND UNALTERED ANIMALS

Sec. 3-43. - Definitions.

The following definitions apply in this section:

...

- (4) *Hunting/herding dogs* are dogs that are (1) owned by persons with a valid hunting license, and (2) are routinely engaged in the acts of herding or training. Classifying dogs as hunting and/or herding dogs will be determined at the discretion of the animal ~~control officer~~services director at an annual inspection comparable...

This ordinance shall take effect on the date of its adoption.

By: _____

Attest: _____

Name: Susan K. Allen

Name: Phyllis Nowlen

Title: Chairman, Cleveland County
Board of Commissioners

Title: Clerk to the Cleveland County
Board of Commissioners

This the _____ day of _____, 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, October 1, 2019 at 6:00pm in the Commissioners Chamber.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available