

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

February 4, 2020

6:00 PM

County Commissioners Chambers

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- **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 January 21, 2020 Regular Commissioners

- Meeting
- B. **Social Services** Budget Amendment (BNA#033)
 - C. **Travel & Tourism** Budget Amendment (BNA#034)
 - D. **Emergency Management** Budget Amendment (BNA#035)
 - E. **Sheriff's Office** Budget Amendment (BNA#036)
 - F. **Sheriff's Office** K9 Retirement
 - G. **Economic Development** Building Reuse Grant Resolution
 - H. **Legal** Parcel 25684 Consolidation Deed

REGULAR AGENDA

- 4. RV Parks Ordinance
Chris Martin, Senior Planner
- 5. Social Media Policy
Elliot Engstrom, Deputy County Attorney

COMMISSIONER REPORTS

ADJOURN

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday February 18, 2020 at 6:00 pm in the Commissioners Chambers.

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 January 21, 2020 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 1-21-2020_Minutes.pdf	1-21-2020 Minutes

Cleveland County Board of Commissioners
January 21, 2020

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
April Crotts, Deputy County Clerk
Kerri Melton, Assistant County Manager
Chris Green, Tax Administrator
Allison Mauney, Human Resources Director
Clifton Philbeck, Board of Elections Director
Lorie Poston, E-911 Communications Director
Katie Swanson, Social Services Director
Ryan Wilmoth, Emergency Medical Services Director
Lucas Jackson, Finance Director
Scott Bowman, Maintenance Director
Marty Gold, IT Director
Kristin Reese, CCEDP
Daryl Sando, Electronic Maintenance Director

CALL TO ORDER

Chairman Allen called the meeting to order and Chris Green, Tax Administrator, provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

SPECIAL RECOGNITION

Long Leaf Pine Award- Paula Parker: Chairman Allen called Zack Parker, to the podium to present Paula Parker the Long Leaf Pine Award. Mr. Parker spoke about his mother's work for Cleveland County Government and the community. The Board thanked Mrs. Parker for her hard work and dedication to the citizens of Cleveland County during her tenure of 30 years of service with the Department of Social Services.

CITIZEN PRESENTATION

Radon Action Month: Chairman Allen called Phillip Gibson, NC Radon Program Coordinator for the NC Department of Health and Human Services, to the podium to present a proclamation about Radon Action Month. Mr. Gibson spoke about the dangers of radon and introduced Nancy H. Abasiekong, Extension Agent, Family & Consumer Sciences NC Cooperative Extension. Ms. Abasiekong spoke about what NC Cooperative Extension has done over the past several years to educate the public on the dangers of radon.



Proclamation

01-2020

Cleveland County Board of Commissioners Proclamation in Support of January 2020 National Radon Action Month

WHEREAS, radon is a colorless, odorless, radioactive gas that may threaten the health of our citizens and their families; and

WHEREAS, the National Academy of Sciences estimates that up to 21,000 lung cancer deaths occur in the United States each year;

WHEREAS, radon is the second leading cause of lung cancer in the U.S. and is the leading cause of lung cancer in non-smokers; and

WHEREAS, 1 in 15 homes across the U.S. have elevated radon levels; and

WHEREAS, any home may have elevated levels of radon, even if neighboring homes do not, and living in a home with an average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

WHEREAS, testing for radon is simple and inexpensive and radon problems can be fixed; and

WHEREAS, Cleveland County, the U.S. Surgeon General, the U.S. Environmental Protection Agency, the NC Department of Health and Human Services' NC Radon Program and the North Carolina Advisory Committee on Cancer Coordination and Control support efforts to encourage homeowners to test their homes for radon; and

WHEREAS, many residents in Cleveland County don't know about radon, yet need to know, for the safety and health of their families and a proclamation of National Radon Action Month is an opportunity to educate individuals on the available measures to reduce radon.

NOW, THEREFORE BE IT RESOLVED the Cleveland Board of Commissioners hereby proclaim January 2020 as National Radon Action Month.

Adopted this the 21st day of January, 2020.


Susan Allen, Chairman


Ronnie Whetstine, Vice-Chairman


Johnny Hutchins, Commissioner


Douglas Bridges, Commissioner


Deb Hardin, Commissioner

CITIZEN RECOGNITION

Richard Steeves- spoke about his concerns with Cleveland County Public Health Center and the relationship between the local hospital and CLECO.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the **December 17, 2019 regular meeting**, in board members packets.

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

TAX COLLECTOR'S MONTHLY REPORT

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

TOTAL TAXES COLLECTED DECEMBER 2019

YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2019	\$15,018,076.75	\$0.00	\$15,018,076.75
2018	\$40,580.91	\$0.00	\$40,580.91
2017	\$13,441.51	\$0.00	\$13,441.51
2016	\$7,358.25	\$0.00	\$7,358.25
2015	\$2,965.84	\$0.00	\$2,965.84
2014	\$1,792.96	\$0.00	\$1,792.96
2013	\$834.19	\$39.67	\$873.86
2012	\$765.82	\$62.22	\$828.04
2011	\$331.23	\$10.02	\$341.25
2010	\$383.33	\$0.00	\$383.33
2009	\$0.00	\$0.00	\$0.00

TOTALS	\$15,086,530.79	\$111.91	\$15,086,642.70
DISCOUNT	(\$9.38)		
INTEREST	\$12,302.50	\$94.35	\$0.00
TOLERANCE	\$4.86	\$0.00	
ADVERTISING	\$197.42	\$0.00	
GARNISHMEN	\$416.14		
NSF/ATTY	\$0.01		
LEGAL FEES	\$1,444.93		
TOTALS	\$15,100,887.27	\$206.26	
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$15,100,887.27	\$206.26	\$15,101,093.53
	\$15,100,887.27	\$206.26	

TOTAL TAXES UNCOLLECTED DECEMBER 2019

	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2019	\$20,262,599.39	\$0.00	\$20,262,599.39
2018	\$915,074.00	\$0.00	\$915,074.00
2017	\$464,109.88	\$0.00	\$464,109.88
2016	\$278,806.00	\$0.00	\$278,806.00
2015	\$196,427.63	\$0.00	\$196,427.63
2014	\$178,248.03	\$0.00	\$178,248.03
2013	\$127,659.36	\$63,485.07	\$191,144.43
2012	\$98,498.91	\$72,110.04	\$170,608.95
2011	\$74,355.70	\$55,153.42	\$129,509.12
2010	\$67,384.37	\$52,896.35	\$120,280.72
2009	\$0.00	\$0.00	\$0.00

\$22,663,163.27	\$243,644.88	\$22,906,808.15
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Deffered	\$0.00
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TOTAL UNCOLLECTED \$22,663,163.27

TAX ABATEMENTS AND SUPPLEMENTS AND PENDING REFUNDS/RELEASES

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during ***December 2019***. The monthly grand total of tax abatements was listed as (\$1,420.44) and monthly grand total for tax supplements was listed as \$6,554.32.

[illegible]

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

MANAGER’S MONTHLY REPORT

- The County's 6/30/19 annual audit report has been approved by the Local Government Commission. This report received an unmodified opinion (best opinion) indicating the report was free of material misstatements and appeared reasonably stated. This report has been submitted for the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting for the sixth consecutive year. This prestigious award is recognized across all local government.
- Planning for the 2020-2021 budget year is well underway and County Departments will be receiving budget packets and a budget calendar this week.
- The County's Central Collections department has collected slightly over \$1.7M in EMS revenues through December of this fiscal year. This is an increase of approx. \$300k when compared to prior year.
- The County has collected nearly \$500k in investment income through the month of December. Through strategic cash flow planning and forecasting the County has recognized increase of approx. \$140k in investment income when compared to prior year.

See below for lateral and departmental line item transfers between 11/26/19-1/6/20:

County of Cleveland, North Carolina
Manager's Budget Summary
Presented at the 1/21/20 Board Meeting
Time Period Covered : 11/26/19 to 1/6/20
For Fiscal Year Ending June 30, 2019

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	DATE SUBMITTED BY DEPT	DEPT NAME TO	DEPT NAME FROM	EXPLANATION	BUDGET AMOUNT
423	D	11/26/2019	Janitorial Facilities		Move funds to purchase taser	\$ 1,065
425	D	12/10/2019	Env Health		Move funds to cover equipment purchase	\$ 2,538
426	D	12/16/2019	Employee Wellness		Move funds to cover purchase of prescription drugs	\$ 46,978
427	D	12/16/2019	SW Landfill		Move funds to cover purchase of centrifugal pump & RSV stainless steel dispense coupler	\$ 922
428	D	12/17/2019	Cap Projs-Gen		Move funds cover purchase of Grasshopper 725DT mower; Office365 licenses, professional services; airport	\$ 105,993
429	D	12/17/2019	Register of Deeds		Move funds cover passport car magnets	\$ 100
430	D	12/17/2019	Animal Control		Move funds cover furniture, refrigerator, education expense, garbage expense; refunds	\$ 5,653
431	D	12/18/2019	Cap Proj-Graham Sch/TACC		Move funds to cover telecommunication expense	\$ 457
432	D	12/18/2019	Electronic Maint		Move funds to cover Polkville Tower site rental payments	\$ 2,196
433	L	12/19/2019	Cap Proj-EMS Polkville	Cap Proj-Gen	Transfer funds to cover Polkville EMS Base expenses	\$ 6,744
434	D	12/19/2019	Social Services Admin		Move funds to cover eq1603 new transmission and purchase of color printer	\$ 4,620
435	L	12/19/2019	Maintenance	Contingency	Transfer funds to cover LED Lighting upgrades in County Buildings	\$ 2,000

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #026)

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

Account Number	Project Code	Department/Account Name	Increase	Decrease
010.497.4.350.00	08300-P432	3 rd Party Grants/ State Grant	\$66,697.00	
010.497.5.700.00	08300-P432	3 rd Party Grants/ Grant	\$66,697.00	
011.508.4.350.00	08300-P432	Income Maintenance/St Grants	\$3,781.00	
011.508.5.500.00	08300-P432	income Maintenance/ Misc Expense	\$3,781.00	

Explanation of Revisions: Budget \$70,477 in grant award verses the original budget from NCDOT for the 2020 Rural Operating Assistance Program funds.

PUBLIC SAFETY: BUDGET AMENDMENT (BNA #027)

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

Account Number	Project Code	Department/Account Name	Increase	Decrease
010.437.4.310.00	97067-HSGP #2	Public Safety/Federal Govt Grants	\$35,839.00	
010.437.5.700.00	97067-HSGP #2	Public Safety/Grants	\$35,839.00	

Explanation of Revisions: to budget NC Department of Public Safety Grant to purchase 7 logistic support trailers. One will stay in Cleveland County. The other 6 will go to other counties. Funds are running thru Cleveland County due to earlier grant received by Cleveland County EMS.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #028)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.4.810.00		Health Gen Admin/Donations/Contributions	\$490.00	
012.530.5.790.00		Health Gen Admin/Donations/Contribution	\$490.00	

Explanation of Revisions: Alliance for Health donated \$490.00 to purchase a 2 door enclosed Bulletin Board to be used in the Health Department for posting of Health Education notices.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #029)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.4.800.00		Health Gen Admin/Misc. Revenue	\$500.00	
012.530.5.800.00		Health Gen Admin/Misc. Expense	\$500.00	

Explanation of Revisions: Wingate University has given Cleveland County Health Department a \$500 pharmacy student stipend. This will be used towards miscellaneous expenses for the Pharmacy Department.

ENVIROMENTAL HEALTH: BUDGET AMENDMENT (BNA #030)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.541.4.801.00		Environmental Health/ Refunds Co/St Funds	\$2,000.00	
012.541.5.310.00		Environmental Health/ Travel/ Training	\$2,000.00	

Explanation of Revisions: NC Environmental Health State of Practice Committee awarded Jasa Greene the 2019 Whitwam and Diderksen Education Scholarship to attend the 2019 NEHA Conference. The \$2,000.00 is to go toward her travel expenses.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #031)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.545.4.810.00		Nurse Family Partnership/ Donations/Contributions	\$100.00	
012.545.5.790.00		Nurse Family Partnership/ Donations/Contributions	\$100.00	

Explanation of Revisions: Nurse Family Partnership donated \$100 toward the purchase of food for the NFP departments Graduation for First Time Mothers that was held on 12/5/2019.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #032)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.438.4.310.38	16575-LEVS	Law Enforcement Grants/Federal Govt Grant	\$251,000.00	
010.438.5.210.38	16575-LEVS	Law Enforcement Grants/ Departmental Supply	\$2,888.00	
010.438.5.211.38	16575-LEVS	Law Enforcement Grants/Controlled Property Exp	\$500.00	
010.438.5.310.38	16575-LEVS	Law Enforcement Grants/Travel and Training	\$8,157.00	
010.438.5.321.38	16575-LEVS	Law Enforcement Grants/Telecommunication	\$7,720.00	
010.438.5.322.38	16575-LEVS	Law Enforcement Grants/Postage	\$2,047.00	
010.438.5.460.38	16575-LEVS	Law Enforcement Grants/Dues/ Subscriptions	\$2,300.00	

010.438.5.490.38	16575-LEVS	Law Enforcement Grants/Professional Services	\$5,100.00
010.438.5.910.38	16575-LEVS	Law Enforcement Grants/ Capital Equipment	\$3,156.00
010.438.5.121.00		Law Enforcement Grants/Salary/Wages- F/T	\$95,981.00
010.438.5.122.00		Law Enforcement Grants/Salary/Wages P/T	\$52,760.00
010.438.5.131.00		Law Enforcement Grants/Social Security Taxes	\$11,736.00
010.438.5.132.00		Law Enforcement Grants/Retirement	\$11,390.00
010.438.5.133.00		Law Enforcement Grants/Hospital Insurance	\$34,725.00
010.438.5.134.00		Law Enforcement Grants/Dental Insurance	\$1,900.00
010.438.5.135.00		Law Enforcement Grants/Employer 401K	\$6,864.00
010.438.5.136.00		Law Enforcement Grants/Medicare Taxes	\$3,776.00

Explanation of Revisions: To budget funds of \$251K received from USDOJ Office for Victims of Crime Law Enforcement Based Victim Specialist Grant Program. Total award 276K for 3 year period. Already budgeted 25K as a conditional clearance grant in Dec 2019.

SHERIFF’S OFFICE: SERVICE WEAPON REMOVAL FOR RETIRING LIEUTENANT THOMAS LEWIS

The Cleveland County Sheriff’s Office would like to present retiring Lieutenant Thomas Lewis his departmental service weapon. Lieutenant Lewis will retire January 31, 2020, after 27 years of full time law enforcement service with the Cleveland County Sheriff's Office. Lieutenant Lewis's service weapon that will be removed from county inventory is a *Glock 9mm, Model 17 with serial number **BDKT-873***. The county asset number is #201221.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to approve the request to present retiring Lieutenant Thomas Lewis his departmental service weapon and remove from county inventory asset number 201221 a Glock 9mm, Model 17 with serial number BDKT-873.*

LIBRARY: LIBRARY BOARD BY-LAW REVISIONS

The Cleveland County Library Director has requested the following changes to be made to the Library Board By-Laws:

1. Rename the Board from Board of Trustees to Advisory Board.
2. Increase the number of reappoints of membership from two to three reappointments.
3. Require a minimum of 50% attendance to board meetings.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve Library Board By-Law Revisions.*

Cleveland County Library System
Advisory Board

Bylaws

Article 1. Powers and Duties.

The members of the Advisory Board shall be appointed by the Cleveland County Board of Commissioners. The Advisory Board shall have the following powers and duties:

- (1) To advise the Board of Commissioners on the formulation of programs, policies, and regulations for the government of the Cleveland County Library System.
- (2) To make recommendations to the Board of Commissioners concerning the construction and improvement of buildings and other structures for the library system.
- (3) To assist in the raising of funds from the community to help finance the operations and programs of the library system.
- (4) To otherwise advise the Board of Commissioners on library matters.
- (5) To make an annual report on the operations of the library to the Board of Commissioners and to make an annual report to the North Carolina State Library which is a section of the Department of Natural and Cultural Resources as required by N.C.G.S. 125-5.

Article 2. Appointment and Terms of Trustees.

- (1) The Advisory Board shall consist of nine (9) members who shall be appointed by the Board of Commissioners for terms of three (3) years beginning July 1 in the year of appointment.
- (2) At least one (1) permanent seat on the Advisory Board must be a current member of the Cleveland County Board of Commissioners.
- (3) One (1) permanent seat on the Board will be the President of the Friends of the Library or their designee may serve for one year at a time.
- (4) A board member may serve up to three (3) successive, three (3) year terms. A past member of the Board may serve again, if they have been off the Board for one (1) full year.

the Chairman's authorization, of all special meetings; have custody of the minutes and the other records of the Board; and notify the Board of Commissioners of any vacancies on the Advisory Board. (The Library Director shall act as Recording Secretary when needed.)

Article 5. Committees.

Special committees for the study and investigation of special situations may be appointed by the Chairman to serve until they have completed the work for which they were appointed.

Article 6. Quorum.

A quorum for the transaction of business shall be a simple majority of the Board members.

Article 7. Amendments.

These bylaws may be amended from time to time by the Board of Commissioners.

Reviewed and amended by the Cleveland County Board of Commissioners on _____ (date).

(5) Any vacancy on the Advisory Board regardless of how created shall be filled by appointment by the Board of Commissioners for the unexpired term of the vacant position (with suggestions for future members submitted by the current board.)

(6) (A minimum of 50% attendance is required to remain on the Advisory Board, unless the Commissioners determine otherwise on a case by case basis.)

(7) As provided in N.C.G.S. 153A-265, the Board of Commissioners may remove a Board member at any time for incapacity, unfitness, misconduct, or neglect of duty.

Article 3. Meetings.

- (1) The Advisory Board shall meet at least quarterly at a time and place to be determined from time to time by said Board.
- (2) An annual meeting shall be held at the time of the regular quarterly meeting for the third quarter each calendar year.
- (3) Special meetings may be called by the Chairman or on written request of three (3) members of the Advisory Board or on motion by the Board of Commissioners for the transaction of business stated in the call for the meeting.
- (4) The Secretary of the Advisory Board shall give at least five (5) days written notice to all members of the Advisory Board of all meetings, whether regular or special.

Article 4. Officers.

- (1) The Advisory Board officers shall be elected at its regular annual meeting. They shall be as follows: Chairman, Vice-Chairman and Secretary.
- (2) The Board Chairman shall preside at all meetings, appoint all committees, certify all actions approved by the Board, authorize calls for special meetings, and generally perform the duties of a presiding officer.
- (3) When the Chairman is absent from a Board meeting, the Vice-Chairman shall preside.
- (4) The Board Secretary shall be responsible for a true and accurate account of all proceedings of the Board meetings plus issuing notices of all regular meetings and, on

ECONOMIC DEVELOPMENT: IGA RESOLUTION

On October 1, 2019, the Board of Commissioners authorized Commissioner Johnny Hutchins to execute an intergovernmental agreement (“IGA”) with the Catawba Indian Nation. Commissioner Hutchins did so on December 5, 2019. The Clerk to the Board has now received the final and fully executed agreement from the Catawba Indian Nation. The Board of Commissioners now should enter the fully executed agreement and Resolution into its meeting minutes.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Resolution and fully execute this agreement. (Resolution Below and Agreement on Book _____ and Page _____.)***



Resolution

01-2020

Resolution Accepting and Ratifying Intergovernmental Agreement with Catawba Indian Nation on Behalf of Cleveland County

WHEREAS, N.C.G.S. § 153A-11 and N.C.G.S. § 153A-12 authorize the Board of Commissioners to enter into contracts on behalf of the County; and

WHEREAS, N.C.G.S. § 153A-12 authorizes the Board of Commissioners to exercise the powers and functions of the County, including the power to enter into contracts; and

WHEREAS, N.C.G.S. § 153A-12 further authorizes the Board of Commissioners to pass resolutions as to how its powers and functions are to be exercised, including the delegation of such powers and functions; and

WHEREAS, the Catawba Indian Nation (the "Nation") is seeking to develop an entertainment complex (the "Project") on lands located in Cleveland County; and

WHEREAS, the County and the Nation have together developed an Intergovernmental Agreement ("IGA") which will serve their mutual interest in promoting cooperation between the County and the Nation and will provide for the general welfare of all people in the County and within the proposed Project site with respect to issues including public finance, health and safety, and land use and development; and

WHEREAS, the County, in open session during its regularly scheduled meeting on October 1, 2019, authorized Commissioner Johnny Hutchins to execute the IGA on behalf the County; and

WHEREAS, the Clerk to the Board has now received the fully executed copy of the Agreement from the Nation; and

WHEREAS, the fully executed IGA is attached to this resolution as "Exhibit A";

THEREFORE, THE CLEVELAND COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of Commissioners approves of Commissioner Hutchins's signing of the IGA and, to the extent necessary, ratifies the IGA on behalf of Cleveland County;

2. The Clerk shall enter this resolution and the attached IGA into the minutes of this meeting of the Board of Commissioners.

Adopted this the 21st day of January, 2020.

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

ATTEST:

April Crofts, Deputy Clerk
Cleveland County Board of Commissioners



PUBLIC HEARING

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR PROJECT FIX

Chairman Allen called on Kristin Reese to present an Economic Development Incentive Agreement for Project Fix. Mrs. Reese stated Project Fix currently has two existing manufacturing operations in a neighboring county that will be maintained, but additionally has interest in expanding their operations in Cleveland County to support future growth of their business line. The project considered expanding at other locations in other states. The company is interested in purchasing an existing and vacant building in Cleveland County and anticipate that they will create **25** new full-time jobs within three years, with the projected average wages being approximately **\$40,000**; which, exceeds the County's current average wage. The company proposes to invest approximately **\$3,000,000** in machinery and equipment, as well as improvements to the building. Ms. Reese requested that the Board of Commissioners approve a 50% County Incentive Grant (0.0057% tax rate) for three years for this project.

Chairman Allen opened the Public Hearing at 6:34 pm for anyone wanting to speak for or against the Economic Development Incentive Agreement for Project fix. (*Legal Notice was published in the Shelby Star on January 10, 2020*).

Hearing no comments, Chairman Allen closed the Public Hearing at 6:34 pm.

Chairman Allen opened the floor to the Board for questions and discussion. Vice-Chair Whetstine stated Project Fix is a great opportunity for a currently unoccupied building to be updated and will be great for the community as a whole.

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, ***approve the Incentive Agreement for Project Fix.***

STATE OF NORTH CAROLINA

INCENTIVE AGREEMENT

COUNTY OF CLEVELAND

This incentive agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2020, by and between CLEVELAND COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and PROJECT FIX (the "Grantee"). The location for the creation of the new jobs and investment is in Cleveland County, North Carolina, and is hereinafter referred to as the "Project."

WITNESSETH

WHEREAS, the Local Development Act of 1925, as amended (Article I of Chapter 158 of the North Carolina General Statutes) grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the County or for other purposes which the County's governing body finds in its discretion will increase the population, taxable property base, and business prospects of the County; and

WHEREAS, the Cleveland County Board of Commissioners (the "Board"), pursuant to North Carolina law, has adopted the Cleveland County Industrial Incentive Program (the "Program"), and which Program was in force at the time of this Agreement, in order to induce existing industry to expand in the County and target new industries to located in the County, through the provision of various incentives including the payment of a stipulated grant amount from the County's General Fund, as determined in accordance with the provisions of the Program; and

WHEREAS, it has been determined by the Board, following a public hearing on January 21, 2020, that Grantee meets the criteria for participation in the Program due to Grantee's intention to create over the next four years at least 25 new, permanent, full-time jobs with an anticipated annual average wage of \$40,000, and make a net new investment of at least \$3,000,000 in real property, personal property, and other assets of the business (the "Project"), which will increase the population, taxable property base, and business prospects for the County, and that certain incentives for the Project (the "Incentives") will encourage the Grantee to locate its operations in the County, and that it is in the public interest to provide assistance as authorized by N.C.G.S. § 158-7.1; and

WHEREAS, Grantee acknowledges that the Incentives and Property provided pursuant to this Agreement have served as inducement for Grantee to make the above-described investment in the County, and the County acknowledges that the investment to be made by Grantee is good and valuable consideration as described in N.C.G.S. § 158-7.1(d2).

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connection with each Payment Request, the Grantee shall deliver to the County's Chief Financial Officer a performance letter certifying that, in the prior year, the Grantee:

- Satisfied all the Grant Criteria;
- Agreed to the Assessed Value (hereinafter defined) of the Project as determined by the County Tax Assessor (subject to the County's standard challenging policy); and
- Paid all applicable local taxes on the Assessed Value of the Project ("Performance Certification").

Such Payment Requests shall be made to:

Lucas Jackson, Cleveland County Finance Director, or his successor
Cleveland County Administration Building
311 E. Marion Street
Shelby, NC 28150

- The County Tax Assessor shall determine, as of January 1 for each year of this Agreement following the effective date herein, the total investment in the Project that is subject to ad valorem taxes in the County (the "Taxable Investment") and the assessed value of the Taxable Investment (the "Assessed Value").
- The Grantee acknowledges that it has been informed by the County that the County is required by law, upon request by any person, to disclose "public records" as that term is defined by N.C.G.S. § 132-1(a). Notwithstanding the immediately preceding sentence, the County acknowledges that some or all of the information made available by the Grantee to the County pursuant to this Agreement may be exempt from disclosure as public records pursuant to N.C.G.S. § 132-1.2 or N.C.G.S. § 132-6(d), and that all such information is proprietary. Some or all of the information made available to the County pursuant to this Agreement may be designated by the Grantee as confidential and as a trade secret at the time of disclosure to the County. The County, to the fullest extent allowed by law, will hold such designated information as confidential. The County, if it receives a request for disclosure of any such information, shall promptly notify the Grantee of such request so that the Grantee may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as public records, and the County shall refrain from making any such disclosures unless or until it:
 - Receives the Grantee's written permission to do so; or

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NOW, THEREFORE, for good and valuable consideration as hereinabove recited, and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

- Grant Criteria.** Grantee shall comply with the following conditions in order to qualify for initial and continuing grant payments pursuant to this Agreement. These conditions shall hereinafter be referred to as the "Grant Criteria."
 - The Grantee shall begin its investment in the Project within twelve (12) months of the execution of this Agreement.
 - The Grantee shall maintain its net new investment of at least \$3,000,000 described above (subject to normal depreciation) and its 25 new, permanent, full-time positions as described above in the County for the duration of the Grant Term (hereinafter defined in Section 3). The Grantee further agrees that failure to maintain the minimum level of direct investment shall entitle the County to make pro rata reductions in the incentives paid to the Grantee as set out in Section 3 below, and that failure to meet the minimum level of new employment shall entitle the County to make reductions in incentive payments paid to the Grantee in the amount of Five Hundred Dollars (\$500.00) per new, permanent, full-time position less than the 25 positions described above.
 - The Grantee shall operate the Project substantially in compliance with all laws, rules, regulations, ordinances, and orders of all governmental bodies, agencies, authorities, and courts with applicable jurisdiction over the Project.
 - The County shall not be responsible for any aspect of the design or construction of the Project.
 - The Grantee shall be current in the payment of all ad valorem taxes and fees imposed on the Grantee by the County and any municipality in the County.
 - The Grantee shall, as of January 1 of each year during the Grant Term, submit to the County Tax Assessor a timely listing of its buildings, machinery, equipment, and all personal property associated with the Project. Grantee shall provide additional information as needed to enable the County to identify incentivized versus non-incentivized investment.

2. Certification of Grant Criteria by the Grantee.

- In each year of the Grant Term, the Grantee shall request payment of an Incentive Grant (hereinafter defined) from the County (the "Payment Request"). In

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- Agrees to disclose such information as public records following a mediation conducted pursuant to N.C.G.S. § 7A-38.3E; or
- Is compelled to do so by the final order of a court of competent jurisdiction.

The Grantee shall have the right to direct any litigation of such dispute and shall indemnify the County for any legal fees and expenses incurred by the County in opposing such request for disclosure. The Grantee hereby acknowledges that the County has met the disclosure requirements set forth in N.C.G.S. § 132-1.11(b).

3. Grant Term and Payment.

- Grant Term.** The term "Grant Term" refers to the consecutive three-year period beginning as set forth in this section and during which the Company is entitled to receive the Incentive Grant as set forth in this Agreement. Subject to the provisions below, the Grant Term will begin in the first year in which a Performance Certification is submitted by the Grantee and approved by the County, and will continue for three years (ending on June 30 of the third year) as long as the Grant Criteria remain satisfied. Notwithstanding the foregoing, unless Grantee directs otherwise, the first year of the Grant Term shall not commence any earlier than July 1, 2020 (the date upon which the first invoice for payment of ad valorem taxes in connection with the Taxable Investment for the Project is anticipated to be sent to the Grantee, such Taxable Investment having an assessed valuation on January 1, 2020 and the payment of which would be due by January 5, 2021). In the event of the above, the first Incentive Grant payment would be payable to Grantee between January 1 and March 31, 2021, subject to the County's approval of Grantee's Performance Certification as set forth in this section. In order to provide the Grantee with sufficient time to acquire and install a substantial part of the Taxable Investment and, accordingly, receive a full three consecutive years of Incentive Grants, Grantee can elect a later date for the three-year Grant Term to begin. Between January 1 and March 31 of each year of the three year Grant Term, the County shall make an incentive grant payment to the Grantee pursuant to the calculation provided in Section 3(b) herein ("Calculation of Grant Amount").
- Calculation of Grant Amount.** Upon the County's approval of Grantee's Performance Certification, the County Tax Assessor, as of January 1 of each of the three calendar years of this Agreement, shall determine the net new taxable investment of the Project ("Net New Investment") by subtracting the assessed value of the Grantee's property as of January 1, 2020 (such 2020 value is referred to herein as "Based Assessed Value") from the Assessed Value (as defined herein) for the applicable year. For each year of the Grant Term, the Net New Investment, as calculated by the Tax Assessor, shall be multiplied by the County tax rate then in effect (which, as of the date of this Agreement, the County acknowledges is equal

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to \$.0057) which amount shall then be multiplied by fifty percent (50%), and the resulting figure shall be the amount of the Incentive Grant payment to the Grantee for that fiscal year. It is the express intent of the parties that no grant funds shall be paid by the County pursuant to this Agreement until Grantee has first paid all applicable taxes due the County.

If at any time during the Grant Term the Grantee’s net new investment in the Project drops below the \$3,000,000 amount discussed in Section 1(b), and this occurs for any other reason than normal depreciation, the County shall reduce the amount of the Incentive Grant payment to the Grantee on a pro rata basis. By way of illustration, if in a particular year the Grantee’s investment in the Project were to drop to \$1,500,000, or half of \$3,000,000, the multiplier used to calculate the amount of the Incentive Grant payment would drop to twenty-five percent (25%), or half of the default multiplier of fifty percent (50%). The County shall factor normal depreciation into the amount of the pro rata reduction.

- c. **Grant Criteria Compliance.** Incentive Grant payments shall continue throughout the Grant Term only so long as Grantee continues to satisfy the Grant Criteria and submits a Payment Request and Performance Certification to the County Chief Financial Officer no later than June 30 of the year following the year in which Grantee’s ad valorem property taxes are paid. Failure to submit a Payment Request and Performance Certification by December 1 of the year following the year in which Grantee’s ad valorem property taxes are paid shall result in forfeiture of the Incentive Grant payment for the applicable year. Only one incentive grant will be paid to Grantee per fiscal year for this project. The County’s fiscal year runs from July 1 through June 30. Grantee agrees to cooperate with the County by providing such information and such access to Grantee’s records as may be necessary to verify and substantiate initial and ongoing compliance with the Grant Criteria.
4. **Tax Payments.** If the Grantee at any time during the Grant Term fails to pay all applicable local taxes on the full value of its assets when due, then the County may terminate this Agreement and have no further obligation to Grantee for the payment of any grant award or the provision of any other incentive. Notwithstanding the foregoing, the County shall not terminate this Agreement due to the Grantee challenging the applicable taxes owed under Article 19 Chapter 105 of the North Carolina General Statutes. Prior to termination on the basis of Grantee’s failure to pay applicable taxes when due, the County shall provide ninety (90) days written notice to Grantee stating that taxes are delinquent. If the taxes have not been paid upon the expiration of this ninety (90) day period following Grantee’s receipt of notice, then the County may terminate this Agreement.
5. **Notice.** Formal notices, demands, and communications between the County and the Grantee shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or by a nationally-recognized

assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

10. **Default.** It shall be an Event of Default, after which the County shall no longer be bound by this Agreement, if any one or more of the following events shall occur for any reason whatsoever (and regardless of whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body):
- a. If Grantee, except in the event of force majeure, shall fail to observe and perform any material provision of this Agreement, and such failure shall continue for a period of thirty (30) or more days after the giving by the County of written notice of such failure to Grantee; or
 - b. If any material representation, warranty, or other statement of fact contained in this Agreement or in any writing, certificate, report, or statement furnished by Grantee to the County in connection with the transaction described in this Agreement shall be false or misleading in any material respect when given; or
 - c. If Grantee shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of the whole or any substantial part of its property; files a petition or answer seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of American or any state; or
 - d. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Grantee or of the whole or any substantial part of its properties, or approves a petition filed against Grantee seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Grantee or of the whole or any substantial part of its properties.
11. **Statutory Authority for Incentive Grant.** Both Grantee and the County acknowledge that any and all monies appropriated and expended by the County for economic development incentives as provided in this Agreement are for a bona fide public purpose and are expended in good faith reliance on N.C.G.S. § 158-7.1. The County represents and warrants to Grantee that the County has made all findings and determinations required by law and has taken all action necessary to authorize the approval of the incentives described herein

overnight courier, to the principal offices of the County and the Grantee. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder.

If to the County: With a copy that shall not constitute notice to:

Cleveland County
County Administration Building
Second Floor
311 E. Marion Street
Shelby, NC 28150
Attn: County Manager

Elliot M. Engstrom, or his successor
Deputy County Attorney
Cleveland County Government
P.O. Box 1210
Shelby, NC 28151

If to the Grantee: With a copy that shall not constitute notice to:

PROJECT FDX
TBA
TBA

6. **Agreement Terms.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision thereof, is determined to be invalid, unlawful, or otherwise null and void by any court of competent jurisdiction, then the remainder of this Agreement will remain valid and enforceable.
7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Cleveland County, North Carolina.
8. **Paragraph Headings.** Any paragraph headings contained in this Agreement are for convenience only and in no way enlarge or limit the scope or meaning of the various and several paragraphs contained herein.
9. **Assignments, etc.** Grantee shall not assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the County, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to

and the execution, delivery, and performance of this Agreement, and that this Agreement is a valid, legal, and binding obligation of the County, enforceable against it in accordance with its terms. In the event a court of competent jurisdiction, after final appeal, rules in a lawsuit to which either Grantee or the County is a party, that the monies expended by the County pursuant to this Agreement were not offered and accepted in good faith and pursuant to and in compliance with N.C.G.S. § 158-7.1 and, further, that such monies must be repaid, Grantee will make such repayment. If any incentives provided hereunder, including the Incentive Grants, or any portion thereof, are deemed by a court of competent jurisdiction to be ultra vires or not authorized by the laws or Constitution of the State of North Carolina, then the County will use reasonable efforts to provide to Grantee equivalent incentives (support having a similar financial net present value) as allowed by law. Further, if any elected officials of the County are found by a court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the County’s public officials’ liability insurance, then Grantee will indemnify such elected officials individually to the extent of the monies expended by the County pursuant to this Agreement. But exclusive of court costs and attorney’s fees. The County agrees to maintain adequate public official liability coverage, consistent with that maintained by other similarly situated counties in North Carolina. The County agrees to require that its insurer(s) providing such coverage waive any subrogation rights it or they may have against Grantee in connection with such coverage, and the County waives (on behalf of itself and its insurer(s)) any claim or subrogation rights against Grantee to the extent covered by such insurance coverage. In the event one or more lawsuits are brought against the County or any County elected official challenging the legality of this Agreement, then (a) the County shall exercise its best efforts to defend against any and all such lawsuits, including appealing any adverse judgment to the appropriate court, and (b) the County will promptly notify Grantee in writing and allow Grantee to participate in the defense of any challenge, at Grantee’s expense and with counsel of Grantee’s choosing. The indemnification by the Grantee shall not apply if neither the Grantee nor any of its representatives participated in the improper acts of the County officials.

[SIGNATURE PAGE TO FOLLOW]

Insert Signature Page when received

REGULAR AGENDA

AUDIT PRESENTATION

Chairman Allen called on Finance Director Lucas Jackson for the Audit Presentation. Mr. Jackson reviewed the following presentation for the fiscal year ending June 30, 2019.

Audit Presentation


June 30, 2019



Lucas Jackson
Finance Director
JANUARY 21, 2020

Audit Presentation

Why? And Audit Background



- Why have an audit?
 - NC G.S. 159-34 - Requires all local governments in NC to contract with an external independent audit firm to conduct a full audit annually and submit results to LGC prior to Dec 1st.
- Cleveland County by statute must produce all books and records requested by the external auditor including all documents requested including compliance requirements
- Cleveland County contracted with Thompson, Price, Scott and Adams, Co. CPA's of Whiteville to conduct June 30, 2019 Audit – LGC Approved

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Audit Presentation

Timeline of Audit Process




- February 2019 – BOC Approves Audit Contract (TPSA)
- April 2019 – Preliminary meetings and scheduling
- May 2019 – Interim work – Transaction testing, Compliance testing at DSS, Internal Control walk-throughs
- August 2019 – Cont. Interim work – Transaction testing, Payroll testing, cash counts
- September 2019 – Final work – Balance Sheet work and Compliance final

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Audit Presentation


Audit Work Performed June 30, 2019



- 3 – visits on-site
- Over 500 invoices and 150 deposits selected and tested
- 5 Major DSS & Grant programs selected and tested
- CAFR submitted on time to LGC – with no comments or suggested changes
- CAFR also submitted for the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the sixth consecutive year. This prestigious award is recognized across all local government.


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Audit Results June 30, 2019




Audit Presentation

Audit Results – Property Taxes – General Fund

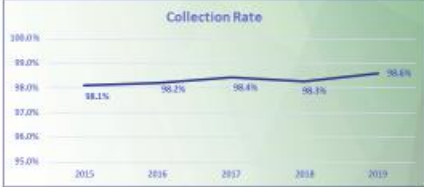


Property Tax Revenues



Year	Property Tax Revenues
2015	\$46,072,885
2016	\$46,651,793
2017	\$47,672,024
2018	\$48,827,435
2019	\$56,841,256

Collection Rate




Year	Collection Rate
2015	98.1%
2016	98.2%
2017	98.4%
2018	98.3%
2019	98.6%


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Audit Presentation

Audit Results – Local Option Sales Tax – General Fund



Local Option Sales Tax



Year	Local Option Sales Tax
2017	\$10,925,664
2018	\$11,838,174
2019	\$11,459,606

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Audit Presentation

Audit Results – Investment Income – General Fund

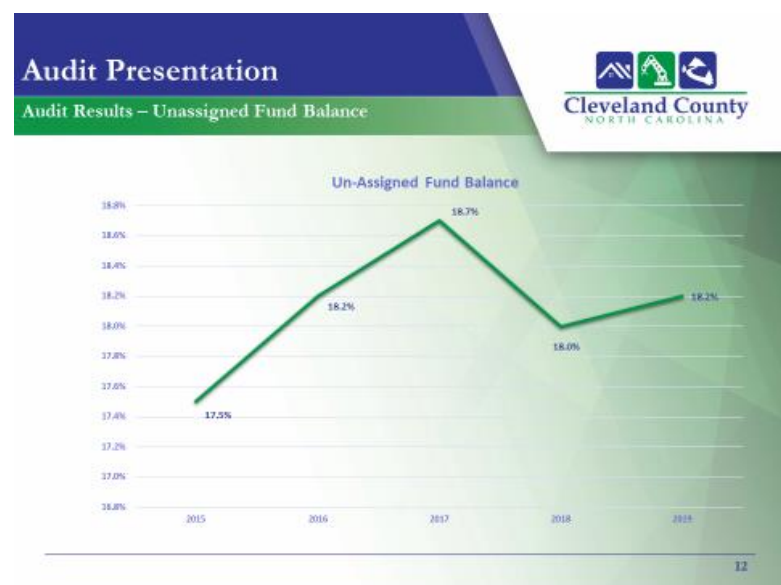
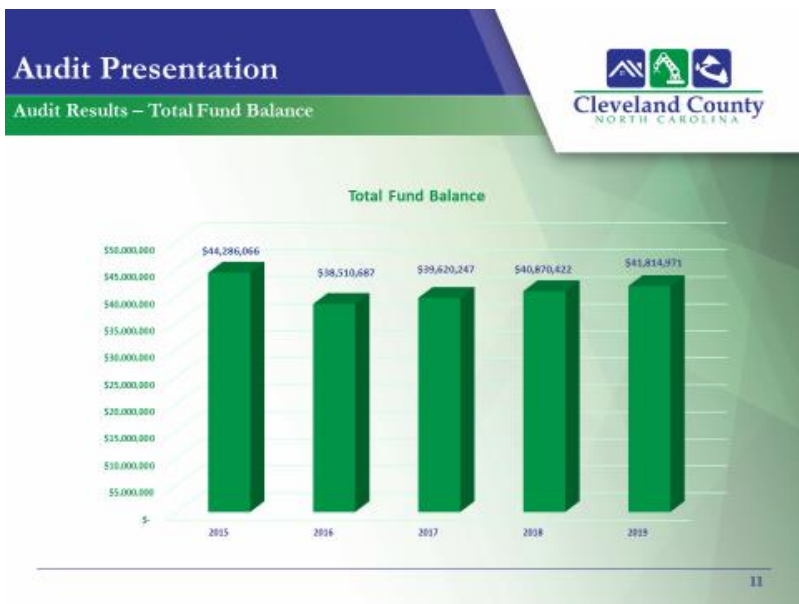


Investment Income



Year	Investment Income
2015	\$158,983
2016	\$255,735
2017	\$484,347
2018	\$629,461
2019	\$1,026,578

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Audit Presentation

Cleveland County
NORTH CAROLINA

QUESTIONS??

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Following his presentation, Mr. Jackson called on Alan Thompson from Thompson, Price, Scott, Adams & Co. Audit Firm to review the Letter to Governance. Mr. Thompson stated Cleveland County has received an unmodified report with no significant audit findings, he praised the Finance staff for their gathering of information. Minor findings were discussed with management recently. Mr. Thompson informed Commissioners he would be happy to discuss anything with the board tonight and explained his phone number is in the report and would be willing to speak with you at any time.

LATE APPLICATIONS FOR EXEMPTION

Chairman Allen called upon Chris Green, Tax Administrator to present the Late Applications for Exemption. Mr. Green stated per N.C.G.S. 105-282.1 every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it.

Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the Board of Equalization and Review, the Board of County Commissioners, or the governing body of a municipality, as appropriate.

Mr. Green explained, applications appearing on the below roster would be eligible for 2019.

2019 LATE APPLICATIONS FOR EXEMPEION / EXCLUSION / DEFERRAL				
January 21, 2020				
Name	Parcel	Type	Value Exempt/Defferered	Fiscal Impact (Co. Only)
Friends of The Foothills Shooting Complex	16239	Charitable/Educational	\$ 161,621.00	\$ 921.24
Michael Ernest Putnam	17646	DAV	\$ 45,000.00	\$ 256.50
Brent W. Turner	49583	DAV	\$ 45,000.00	\$ 256.50
Martin Luther Austin	21214	DAV	\$ 45,000.00	\$ 256.50
Vicky Dorn Cook	53603	Eld/Dis	\$ 25,000.00	\$ 142.50
Sheila Earl Humphries	46455	Eld/Dis	\$ 38,456.00	\$ 219.20
David G. Shelton	39044	Eld/Dis	\$ 20,690.00	\$ 117.93
Brenda Louise Adams	13974	Eld/Dis	\$ 25,087.00	\$ 143.00
Harold D. Terry	33027	Eld/Dis	\$ 25,000.00	\$ 142.50
Paulette K. Bridges	9222	Eld/Dis	\$ 19,173.00	\$ 109.29
Macie L. Brackett	38374	Eld/Dis	\$ 33,040.00	\$ 188.33
Dean Davis Jr.	18332	Eld/Dis	\$ 33,763.00	\$ 192.45
Shirley W. Drewery	34444	Eld/Dis	\$ 25,000.00	\$ 142.50
Charles Ivan Swink	34015	Eld/Dis	\$ 15,769.00	\$ 89.88
Jimmy Lee Terry	49333	Eld/Dis	\$ 44,859.00	\$ 255.70
Pearlie M. Jenkins	20991	Eld/Dis	\$ 36,083.00	\$ 205.67
Joshua Scott Skinner	52277	PUV	\$ 22,875.00	\$ 130.39
TOTAL			\$ 661,416.00	\$ 3,770.07
2019 TOTAL LATE (YTD)			\$ 2,821,276.00	\$ 16,081.27

Vice-Chairman Whetstine stated he didn’t believe these citizens should be penalized for being late, most of these citizens are Veterans or Elderly/ Disabled and he doesn’t want to put a burden on them.

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

LAND USE PLAN CONSULTANT

Chairman Allen Called on Chris Martin Senior Planner to present on the Land Use Plan Consultant. Mr. Martin reviewed the following PowerPoint.



Cleveland County
Land Use Plan
2020

Presentation to the
Cleveland County Board of Commissioners
January 21, 2020

Land Use Plan

- ▶ Used as a guide for land development decisions such as zoning and transportation
- ▶ Helps to make better, more consistent decisions
- ▶ Required by NCGS to be considered
- ▶ Represents the “Vision” of a community
- ▶ Describes Goals with strategies to achieve those goals
- ▶ Developed from citizen input, planning committees, and governing boards
- ▶ Will assess future needs and desires of the County regarding housing, recreation, industry, business, and transportation

Process

- ▶ 12 -18 Month Process
- ▶ Includes
- ▶ Research, Interviews, and Review
- ▶ Workshops and Public Input
- ▶ Vision and Goals development
- ▶ Draft and Review
- ▶ Public Input
- ▶ Recommendation by Planning Board
- ▶ Adoption by Board of Commissioners

History

- ▶ 2005 Land Use Plan
 - ▶ 14 months and approximately 30 meetings of various types across the County
 - ▶ Drafted to be a 10 year plan
- ▶ Significant events since 2005 Plan
 - ▶ Recession
 - ▶ Progressive Economic Development
 - ▶ New 74 By-Pass construction
 - ▶ Future widening of I-85
 - ▶ Residential Housing shortage

2020 Land Use Plan

- ▶ October 2019 – Request for Proposals
- ▶ November 2019 – 3 Proposals received
 - ▶ Benchmark Planning
 - ▶ N Focus
 - ▶ Withers Ravenel

2020 Land Use Plan

- ▶ Why choose Benchmark?
 - ▶ Experience
 - ▶ Location – Familiar with our region
 - ▶ Competitive price
 - ▶ Positive client references
 - ▶ Organized approach
 - ▶ Implementable

▶ QUESTIONS?

Action

- ▶ Planning Staff recommends approval of contract with Benchmark Planning in the amount of \$98,000.

A Land Use Plan is designed to guide the future actions of a community. It is developed through many public meetings and represents the “vision” of a community with long range goals and strategies to achieve those goals.

Mr. Martin stated planning staff would like to recommend Benchmark Planning be awarded the bid to develop the new Cleveland County Land Use Plan. Bids were received through the Request for Proposal process from the following three companies: Benchmark Planning \$98,000, N Focus \$93,000 - \$102,300 and Withers Ravenel \$95,000 - \$125,000.

After careful evaluation of the three proposals, Planning Staff’s opinion is that Benchmark Planning is the most responsible bid. Staff identified the following pros of selecting Benchmark:

- **Experience:** More Land Use Plan development experience
- **References:** Positive client references

- **Organization:** Proposal and samples submitted were well organized
- **Location:** Familiar with our region and the impacts that regional development will have on Cleveland County
- **Cost:** Competitive price


A Land Use Plan is designed to guide the future actions of a community. It is developed through many public meetings and represents the “vision” of a community with long range goals and strategies to achieve those goals.

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if this plan would include the municipalities. Mr. Martin state that if a municipality has adopted the county Unified Development Ordinance they will be included in the plan and the county would pay for that.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *approve the Cleveland County Land Use Plan bid to Benchmark Planning.*

SHERIFF’S OFFICE PAY PLAN

Allison Mauney, Human Resources Director presented the following PowerPoint.



JANUARY 21, 2020

Personnel Ordinance Update Appendix E Sheriffs’ Office Pay Plan


HUMAN RESOURCE DIRECTOR ALLISON MAUNEY

Goals

- Alignment with Pay and Classification Study
- Consistency within Sheriffs’ Office
- Increased Competitiveness
- Encourages Professional Development

Recommendation: Approve changes to Appendix E-Sheriff’s Office Pay Plan

A Look Back



Maintenance Tech

Level 1 - Entry Level

Level 2 - Four (4) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and a certificate of completion from an accredited two year or four year educational institution in plumbing, heating/air/HVAC, or electrical; or any such service and a bachelor's degree.

Level 3 - Seven (7) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or four (4) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree.

Ms. Mauney made a recommendation to the Cleveland County Board of Commissioners to approve revised Appendix E of the Cleveland County Ordinance. This change will provide levelled classifications for Maintenance

Techs located in the Sheriff’s Office. These classifications offer opportunities for increases with years of service and an accelerated process for those employees obtaining certificates of completion in plumbing, heating/HVAC or electrical training from an accredited 2 or 4-year educational institution. This accelerated process also allows for increases for completion of an associates’ or bachelors’ degree. See recommended changes below:

- (b) *Maintenance Tech.* The following applies to all employees in the sheriff's office employed as "Maintenance Tech I":
 - (1) *Level 1:* Employment before attainment of Levels 2.
 - (2) *Level 2:* Four (4) years of service a maintenance position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and a certificate of completion from an accredited two year or four year educational institution in plumbing, heating/air/HVAC, or electrical; or any such service and a bachelor's degree.
 - (3) *Level 3:* Seven (7) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or four (4) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree.

These revisions will improve the County’s ability to provide consistency and equity in classification and compensation within the Sheriff’s Office as well as provide continued competitiveness with peer organizations.

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if we could make these recommendations for County General Maintenance Employees. Mrs. Mauney reminded Commissioner Hutchins these additions were specifically for the Sheriff’s Office.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, *approve the changes to Appendix E- Sheriffs Office Pay Plan. (Appendix E Attached below)*

- (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) *Maintenance Tech.* The following applies to all employees in the sheriff's office employed as "Maintenance Tech I":
 - (1) *Level 1:* Employment before attainment of Levels 2
 - (2) *Level 2:* Four (4) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and a certificate of completion from an accredited two year or four year educational institution in plumbing, heating/air/HVAC, or electrical, or any such service and a bachelor's degree.
 - (3) *Level 3:* Seven (7) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or four (4) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree.
- (c.) *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.
- (d) *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.
- (e) *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.

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

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":

- (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 Sheriffs 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 Sheriffs 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.
- (f) *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.

(g) *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.

(h) *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.
- (i) *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.

(j) *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.

(k) *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
Maintenance Tech	8	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 months/12 months) x 3% = (66.66) x 3% = 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))

COMMISSIONER REPORTS

Commissioner Bridges – reminded everyone to make sure they are counted in the 2020 Census. April 1st is Census Day.

Commissioner Whetstine – attended several events in the community including several celebrations in observance of Martin Luther King Jr. Day.

Chairman Allen- Thanked everyone for being here tonight.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hardin made a motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, ***to adjourn the meeting.*** The next meeting of the Commission is the Commissioners Strategic Planning Work Session scheduled for ***Thursday, January 30, 2020 at 12:30 p.m. at the Cleveland County Public Health Center.***

*Susan Allen, Chairman
Cleveland County Board of Commissioners*

*April Crotts, Deputy Clerk to the Board
Cleveland County Board of Commissioners*

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Social Services:Budget Amendment (BNA#033)

Department: Social Services

Agenda Title: Budget Amendment (BNA#033)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

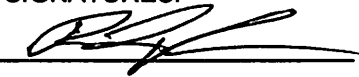

File Name	Description
<input type="checkbox"/> BNA033_02.04.20.pdf	Social Services:Budget Amendment (BNA#033)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 033SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:February 4, 2020

FROM: BUDGET OFFICER
 THRU: FINANCE OFFICE
 FOR DEPT: SOCIAL SERVICES
 DATE: January 13, 2020

SIGNATURES:


 Finance Director

 Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
011.507.4.410.00		Outside Poor	Local & Other Grants	\$ 4,600.00	
011.507.5.700.00		Outside Poor	Grants	\$ 4,600.00	

Explanation of Revisions: Budget Amendment necessary to accept a United Way grant in the amount of \$4,600.00
FY 20119/2020 This grant will assist with emergency shelter for adults.

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

 Phyllis ~~Horton~~, Clerk to the Board

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

cc: Personnel Batch # _____
 cc: Purchasing By _____

www.efsp.unitedway.org

Emergency Food and Shelter Program
701 North Fairfax Street
Alexandria, VA 22314-2064
Phone 703-706-9660 Fax 703-706-9677

01/13/2020

Gregory R. Grier, Ed.D
Cleveland County Department of Social Services
130 South Post Road
Shelby, NC 28151

LRO ID: 636600-016

RE: Electronic Funds Transfer

LRO ID: 636600-016

\$4,600⁰⁰

Thank you for enrolling in the Electronic Funds Transfer Automatic Deposit system. Should your agency be recommended for funding by your Local Board, this will expedite the receipt of funds from the Emergency Food and Shelter Program. Please note that if your agency has any outstanding compliance problems in this or any other jurisdiction in which they have received funds, payments cannot be released until the problems have been resolved. We have entered the following information regarding your account:

ABA#253170279

Account#XXXXXXXXXX6142

A checking account.

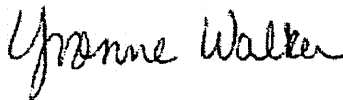
Bank:HomeTrust Bank

If anything is incorrect, please contact a Manager in our office:

EFSP Staff

703-706-9660

Sincerely,



Yvonne Walker
Vice President

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Travel & Tourism: Budget Amendment (BNA#034)

Department: Travel & Tourism

Agenda Title: Budget Amendment (BNA#034)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA034_2.4.20.pdf	Travel & Tourism: Budget Amendment (BNA#034)

BNA # 034

February 4, 2020

SIGNATURE: 

Finance Director
Emily E. P. [Signature] 1/22/2020
Department Manager

DATE: 1/22/2020

Funding of \$1250 will come from each partner: Town of Boilings Springs, ALWS, Kings Mtn TDA, Earl Scruggs Ctr & Don Gibson Ctr

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: _____

Tonya Sigmon

From: Emily Epley
Sent: Wednesday, January 22, 2020 8:55 AM
To: Tonya Sigmon
Subject: RE: Deposit Question

Wow! Ok, so even though it's reimbursement for us making a payment from that account?

Here is who will be paying.

\$1250 Town of Boiling Springs
\$1250 American Legion World Series
\$1250 Kings Mountain TDA
\$1250 Earl Scruggs Center
\$1250 Don Gibson Theatre

The \$2500 for ESC/DGT may be paid by the parent organization, Destination Cleveland County, Inc.

I have Boiling Springs and ALWS in hand and have requested payment from all by end of this month.

Thanks!

Emily

From: Tonya Sigmon <Tonya.Sigmon@clevelandcountync.gov>
Sent: Wednesday, January 22, 2020 8:46 AM
To: Emily Epley <Emily.Epley@clevelandcountync.gov>
Subject: RE: Deposit Question

So what needs to happen in order for the funds to be put into the exp line for advertising – I will have to do a BNA to the commissioner's to add that budget to the account. In other words – we will have to budget for those funds that came in. With that being said, I will need the information on whom all has contributed; amounts contributed by each. If you don't have all 5 payments yet that is fine. You can give me the list of all that are to pay and amounts each to pay and we can go ahead and get the BNA typed up and ready for the next Comm mtg.

Thanks
Tonya

From: Emily Epley <Emily.Epley@clevelandcountync.gov>
Sent: Wednesday, January 22, 2020 8:41 AM
To: Tonya Sigmon <Tonya.Sigmon@clevelandcountync.gov>
Subject: Deposit Question

Hi Tonya,

I have 2 checks for deposit. They need to go to the Advertising and Promotions account as they are reimbursement for participation of 5 tourism partners for the NC Tourism Guide. I know the regular account number but for a deposit would I use Local Revenue 010.422.4.409.00? Or something different. I want it to go into the Advertising and Promotions account so we can then pay the invoice when all 5 partner payments have been received.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Emergency Management: Budget Amendment (BNA#035)



Department: Emergency Management
Agenda Title: Budget Amendment (BNA#035)
Agenda Summary:
Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA035_2.4.20.pdf	Emergency Management: Budget Amendment (BNA#035)

BNA # 035

February 4, 2020

SIGNATURES:

 Finance Director

 Department Manager

Explanation of Revisions: Budget grant funding from Duke Energy to be used for Emergency Mgmt departmental needs

Phyllis Nowlen, Clerk to the Board

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

Duke Energy Invoice

County :Cleveland		
Agency Name : Cleveland County Emergency Management		
Contact: Perry Davis		
Street Address :1333 Fallston Rd,		
City :Shelby	State :NC	Zip :28150

Invoice Date 6/11/2019	Invoice No.
Invoice Total Due \$49,200	
Payment Terms 45 Days	

DUKE ENERGY
 ATTN: Eric White
 Mail Code – EC07F
 Route Code: DPNNGO
 526 South Church Street
 Charlotte, NC 28202

Description	Fiscal Year	Invoice Amount Due
Duke Energy contribution to EM	19-20	\$49,200

Check the appropriate site

☐ Brunswick ☒ Catawba ☐ Harris ☐ McGuire ☐ Oconee ☐ Robinson

****For internal use only****

Site	Resp Center	Operating Unit	Process	Resource Type
CNS	7992	CN00	BOFSAGN	94168
MNS	7996	MC00	BOFSAGN	94168
ONS	7988	ON00	BOFSAGN	94168
BNP	EA10	BN00	BOFSAGN	94168
HNP	EA02	HRN1	BOFSAGN	94168
RNP	EA06	RN02	BOFSAGN	94168

Route List for approval: David A Thompson

For questions, please contact your site EP Representative or Eric White
 eric.white@duke-energy.com



Payment Advice

15 January 2020 9:32:23 AM

Page 1 of 1

To:

Vendor Name: COUNTY OF CLEVELAND
Vendor Address: EMERGENCY MANAGEMENT
PO BOX 2232
Shelby NC,
USA
Vendor Number: VNDRNUCLRDUKEN0000090810
Vendor Account #: XXXXXX6142

Reference Information

Pay Cycle: DUKE1
Pay Cycle Seq Number: 3102

Payment Information

Payment Reference: 1000313476
Electronic Payment Reference: AP0001308331
Payment Date: 01/15/2020
Payment Method: Automated Clearing House
Bank ID **Bank Name**
Bank To Information: 253170279 HOMETRUST BANK
Bank To Account: XXXXXX6142

Branch ID **Branch Name**

Invoice Number	Invoice Date	Voucher ID	PO Number	Gross Amount	Discount Taken	Paid Amt
CLENCFY20	01/02/2020	10480713		49,200.00	0.00	49,200.00
			Total:	49,200.00	0.00	49,200.00 USD

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Sheriff's Office: Budget Amendment (BNA#036)

Department: Sheriff's Office

Agenda Title: Budget Amendment (BNA#036)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA036_02.04.20.pdf	Sheriffs Dept: Budget Amendment BNA#036

BNA # 036

February 4, 2020

~~SIGNATURES:~~

SIGNATURES:



Finance Director



Department Manager

Explanation of Revisions: Budget funds rec'd from poker machine bust. Funds to be used to cover cost associated with clean up - recycling of poker machines - Counyt Receipt # 12493

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

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

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

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

10:01:49 27 JAN 2020

Receipt Number 12493
Date 12/10/2019
Payer SHERIFF NARC
Description 12/10 SHERIFF NARC
Type Memo
Cash Account 010-000-1-130-01
Amount 51,955.32

=====

071-000-2-230-00	AMT REC/DUE TO OTHER UNIT	L	27,041.18
	SEIZED SCHOOL		
010-443-4-800-00	MISCELLANEOUS REVENUE	R	2,144.59
	DRUG BUY		
010-441-4-800-00	MISCELLANEOUS REVENUE	R	22,769.55
	GENERAL FUND		

TOTAL RECEIPTS

51,955.32

Poker Money (General Fund)

<u>Case #</u>	<u>Amount</u>	<u>Item #</u>	<u>Addl Case Funds Type</u>
2001 0507 0168	\$20.00	1	
2001 0521 0130	\$20.00	1	
2001 0615 0083	\$80.00	1	
2001 0615 0068	\$100.00	1	
2001 0615 0084	\$20.00	1	
2001 0615 0082	\$50.00	1	
2004 0615 0071	\$20.00	1	
2001 0615 0080	\$20.00	1	
2001 0615 0078	\$20.00	1	
2001 0620 0200	\$20.00	1	
2001 0802 0138	\$20.00	1	
2001 0824 0086	\$901.29	4&5	
2005 0307 0020	\$80.00	1	
2005 0307 0022	\$50.00	1	
2005 0309 0009	\$40.00	1	
2005 0413 0009	\$28.00	1&2	
2005 0415 0013	\$90.00	1&2	
2005 0505 0004	\$53.00	1	
2005 0527 0011	\$55.00	1	
2005 0527 0013	\$20.00	1	
2005 0721 0005	\$20.00	1	
2005 0801 0015	\$90.00	1	
2005 0826 0008	\$20.00	1	
2005 0830 0020	\$1,530.00	1&2	
2005 1024 0014	\$1,681.75	1,2,3&4	
2005 1025 0017	\$1,382.00	1&2	
2005 1108 0012	\$1,000.00	4	
2005 1227 0016	\$1,094.00	4	
2005 1227 0019	\$481.00	1,2&3	
2006 0407 0007	\$3,234.00	3,4,5,6&7	
2006 0609 0017	\$30.00	1	
2011 0419 0022	\$255.00	6	
2011 0419 0023	\$520.00	2	
2011 0419 0026	\$155.00	3	

Poker Money (General Fund)

<u>Case #</u>	<u>Amount</u>	<u>Item #</u>	<u>Addl Case Funds Type</u>
2011 0425 0011	\$70.25	4	
2011 0509 0015	\$80.00	1	
2011 0510 0015	\$25.00	1	
2011 0510 0016	\$30.00	1	
2011 0513 0019	\$54.00	1	
2011 0528 0012	\$908.00	2,3,6	
2011 0609 0006	\$133.00	1	
2011 0803 0004	\$961.00	16	
2011 0818 0019	\$41.00	2,4	
2011 0819 0008	\$1,175.92	18	
2011 0819 0009	\$1,005.00	5,7	
2012 0214 0013	\$48.00	1	
2012 0215 0010	\$11.00	1	And Buy Money
2012 0215 0011	\$3.00	3	And Buy Money
2012 0607 0007	\$45.00	1	
2012 0607 0015	\$3,224.00	7,8,9,10	
2012 0724 0008	\$105.00	2	
2012 0810 0008	\$17.00	1	
2013 0708 0018	\$175.00	3	
2013 0918 0004	\$2.34	7	
2013 0919 0016	\$2.00	3	
2015 0922 0003	\$70.00	2	
2015 1014 0005	\$65.00	2	
2017 0118 0015	\$560.00	6,7	
2017 0412 0015	\$10.00	1	
2017 0703 0009	\$221.00	1	
2017 0703 0015	\$135.00	1	
2017 1016 0005	\$15.00	2	
2018 1203 0010	\$378.00	1,2,3	
Total	<u>\$22,769.55</u>		

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Sheriff's Office: K9 Retirement

Department: Sheriff's Office

Agenda Title: K9 Retirement

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> CCSO_K-9_Retirement_Pepper.pdf	CCSO K-9 Retirement Pepper



CLEVELAND COUNTY SHERIFF'S OFFICE

Alan Norman, Sheriff

P.O. Box 1508
Shelby, NC 28151-1508
704-484-4888
Fax: 704-484-4856

To: Cleveland County Commissioners and
County Manager Brian Epley

From: Sheriff Alan Norman

Re: Cleveland County Sheriff's Office K-9 Retirement

I would like to recommend the official retirement of K-9 Pepper. Pepper is a male Dutch Shepherd has been with the Sheriff's Office since December 2012. His county asset number is #200960. Pepper is currently 10 years of age. Pepper is handled by Deputy Mike Lawrence. The two of them become partners in September of 2017, and since then had a very successful team. Deputy Lawrence is Pepper's third handler since being purchased by the Sheriff's Office.

Deputy Lawrence and K-9 Pepper have located 25 narcotic hides and 4 firearms, had 11 apprehensions with force, 6 apprehensions without force, and numerous other accolades. K-9 Pepper is currently suffering from seizures and chronic Gastro Intestinal issues. He is given a daily dose of medication to keep him as healthy as possible, but undue stress triggers these seizures. This makes it extremely difficult to monitor the health of K-9 Pepper due to the job he is tasked to perform.

Due to these health issues, I feel it is best that we retire him from service, removing him from county insurance and transferring ownership to his current handler, Deputy Lawrence. Deputy Lawrence will provide Pepper a good home and understands that he will assume complete custody, control and liability and will provide the medical care for Pepper from his personal funds for the remainder of Pepper's life.

Thank you,

Sheriff Alan Norman

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Economic Development: Building Reuse Grant Resolution

Department: Economic Development

Agenda Title: Building Reuse Grant Resolution

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Project_Fix_Resolution_EE_edits_CLEAN_(1).pdf	Project Fix Resoution

Resolution in Support of the Project Fix Building Reuse Grant

WHEREAS, it has been determined by the Board that **PROJECT FIX** intends to create over the next four (4) years, approximately twenty-five (25) new, permanent full-time jobs with an annual average wage of Forty Thousand Three Hundred Seventy-Eight Dollars (\$40,378);

WHEREAS, PROJECT FIX, anticipates creating approximately Three Million Dollars (\$3,000,000) in net new investment, which will increase the population, taxable property base, and business prospects for the County;

WHEREAS, with the aforementioned expansions, Cleveland County qualifies for the North Carolina Department of Commerce, Rural Economic Development Division, Building Reuse Grant Program, in which **PROJECT FIX** is eligible to receive up to One Hundred Forty Thousand Dollars (\$140,000) upon approval of a 5% grant match;

WHEREAS, the project in the grant application includes the acquisition and improvement of real property and tangible personal property, totaling more than Three Million Dollars (\$3,000,000);

WHEREAS, it is in the public interest to provide assistance as authorized by N.C.G.S. § 158-7.1;

NOW, THEREFORE BE IT RESOLVED, for the reasons recited above, that the Cleveland County Board of Commissioners hereby authorizes the County Manager to submit a Building Reuse Program grant application and provide a 5% grant match to qualify the Project for the North Carolina Department of Commerce, Rural Economic Development Division, Building Reuse Grant Program.

Adopted this the 4th day of February, 2020.

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

ATTEST:

April Crotts, Deputy Clerk
Cleveland County Board of Commissioners

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Legal: Parcel 25684 Consolidation Deed

Department: Legal

Agenda Title: Parcel 25684 Consolidation Deed

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> STAFF_REPORT_re_Spake_Circle_subdivision.pdf	Spake Circle

STAFF REPORT

To: Cleveland County Board of Commissioners

From: Velda Cureton, Paralegal

Date: January 17, 2020

Subject: Consolidation Deed

Summary Statement:

The County anticipates the sale of a portion of a parcel of land owned by the County (parcel number 25684) and located on Spake Circle, which sale will require approval by the City of Shelby as a minor subdivision. Before approval of the minor subdivision, the City requires that the remainder of the original parcel have access to a public road. To effect this requirement, the remainder needs to be combined with another parcel owned by the County (parcel number 60406).

Action requested:

Authorize the chair of the Board to sign a combination deed.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

RV Parks Ordinance

Department: Planning Department
Agenda Title: RV Parks Ordinance
Agenda Summary: Chris Martin, Senior Planner
Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 19-12_Staff_Report_RV_Park.pdf	Staff Report
<input type="checkbox"/> RV_Parks_Ordinance.pdf	RV Parks

STAFF REPORT

To: Cleveland County Board of Commissioners Date: January 31, 2020
From: Chris Martin, Senior Planner
Subject: Text Amendment 19-12 RV Parks

Summary Statement: The Cleveland County Board of Commissioners has asked the Planning Board to submit standards and regulations to guide the development of future recreational vehicle (RV) parks in the County.

Review: Due to the rise in applications for RV parks the Board of Commissioners has asked the Planning Board to create an ordinance to regulate their development in Cleveland County. RV Parks are currently permitted in the Rural Agricultural and Residential districts with a Conditional Use Permit and in the General Business district and Corridor Protection overlay with a zoning permit. In 2019 the Board of Adjustment heard cases for five different RV parks. There are currently no regulations in place for them. With the influx of applications for RV parks the Commissioners wanted Cleveland County to have standards to guide the orderly development of RV parks in Cleveland County.

North Carolina General Statutes allow counties to have reasonable standards for development. Reasonable standards can include density, minimum acreage, landscape screening and setbacks.

Pros:

- Helps RV Parks become more compatible with surrounding communities
- Provides safety standards

Cons:

- None

Fiscal Impact:

- None

Recommendations:

- Planning Board: Approve

Recreational Vehicle Parks

Section 12-20. – Definitions

Recreational vehicle (RV). A vehicle that is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but rather as temporary living quarters for recreational, camping, travel, or seasonal use.

Recreational vehicle park. A plot of land that is established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational vehicle site. A designated space for parking a recreational vehicle inside of a recreational vehicle park.

Sec. 12-124. – Table of Permitted Uses

Table of Permitted Uses										
	NAICS	RA	RR	R	RM	NB	GB	CP	LI	HI
ACCOMODATION AND FOOD SERVICES										
Recreational Vehicle Parks	72120	C		C			Z	C		

Sec. 12-161. – Recreational Vehicle Parks

- A. The purpose of these regulations is to allow for the placement and growth of Recreational Vehicle Parks while maintaining the health, safety, and general welfare standards of established residential and commercial areas in Cleveland County.
- B. Recreational Vehicle Parks shall be allowed pursuant to section 12-124 and are subject to the following standards:
 1. No Recreational Vehicle park shall exist on a single parcel that is less than three (3) acres in size.
 2. New recreational vehicle parks shall be located at least one (1) mile from any existing recreational vehicle park.

3. Density
 - a. There shall be no more than six (6) recreational vehicle sites per acre within a single recreational vehicle park.
 - b. For Recreational Vehicle Parks within the Water supply overlay district, there shall be no more than three (3) recreational vehicle sites per one (1) acre.
 - c. Each recreational vehicle site shall include a parking spot that is at least twenty (20) feet wide and forty (40) feet long.
 4. Setbacks
 - a. A setback of one hundred (100) feet shall be required from all public or private rights-of-way, and a setback of fifty (50) feet shall be required from all other property lines.
 - b. A setback of twenty (20) feet shall be required between recreational vehicle sites.
 5. Type B screening, as outlined in section 12-305, shall be required along all exterior property lines, unless existing screening is deemed sufficient by the Administrator or the Board of Adjustment.
 6. Roads and road access
 - a. No recreational vehicle site shall have direct access to a public road. Rather, all recreational vehicle sites shall be accessible only from interior roads.
 - b. Interior roads shall have a minimum width of twenty (20) feet and shall have a maximum length of one thousand (1000) feet.
 - c. Interior roads shall be made of an all-weather driving surface capable of supporting emergency vehicles in accordance with the Fire Apparatus Roads Standards in the North Carolina Fire Code.
 7. One non-illuminated sign allowed with a maximum area of twenty-five (25) square feet shall be allowed. The sign shall be set back a minimum of ten (10) feet from any property line or road right-of-way. No other signage shall be permitted unless required by law.
 8. Each recreational vehicle site shall have an address posted thereon to distinguish it from other sites on the property.
 9. The applicant shall obtain any required local and state permits such as environmental, building and North Carolina Department of Transportation driveway permits.
- C. A site plan shall be submitted to the Administrator or the Board of Adjustment prior to approval. The site plan shall show any existing or proposed development or structures, including the location and number of all proposed sites, roads, setbacks, screening, and landmarks. The site plan shall further comply with Section 12-33 of the Cleveland County Unified Development Ordinance.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Social Media Policy

Department: Legal

Agenda Title: Social Media Policy

Agenda Summary: Elliot Engstrom, Deputy County Attorney

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Final_Social_Media_Policy_Last_Change_CLEAN.pdf	Social Media Policy

CLEVELAND COUNTY SOCIAL MEDIA POLICY

I. PURPOSE

Cleveland County (the “County”) respects the rights of employees to use blogs and social media sites on their own time as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or for other lawful purposes.

Employees are encouraged to exercise sound judgment and discretion in contributing to social media sites where information is available to numerous users. This is especially encouraged on personal sites to ensure a distinct separation between personal and organization views as inappropriate usage of social media may be grounds for disciplinary action. Employees are expected to follow the guidelines and policies set forth below to provide a clear line between themselves as individuals and as employees.

This policy shall not be construed to prohibit any activities that constitute legally protected activities, including constitutionally protected speech.

II. SCOPE

A. Definitions.

1. “Administrator” means a person who has complete control over a social media account.
2. “Authorized Department” means a County department that is authorized to maintain social media pages in Section I(B) of this Social Media Policy.
3. “County” means Cleveland County, North Carolina.
4. “Director of Information Technology” means the County department head in charge of the County’s information technology department.
5. “Editor” means a person with the ability to share content on a social media account and moderate the account, but without complete control over the account. An account may have multiple editors.
6. “Human Resources Director” means the County department head in charge of the County’s human resources department.
7. “Personal Social Media” means social media pages that an employee maintains for their own personal use and not for conducting County business.

8. “Personnel Ordinance” means the Cleveland County Personnel Ordinance, codified as Appendix A of the Cleveland County Code of Ordinances.
9. “Public Information Officer” or “PIO” means the person who occupies the position of Public Information Officer at the County. All powers of the Public Information Officer are subject to the authority of the Assistant County Manager, County Manager, and Board of Commissioners. In the event that there is no Public Information Officer, the County Manager shall direct some other employee of the County to take on the powers and duties of the Public Information Officer.
10. “Social Media” means Facebook, Twitter, Instagram, YouTube, Snapchat, and similar services. “Social Media” does not include internal or intranet services such as Workplace and Office 365, as these services are controlled exclusively by the Information Technology Department. However, the posting of inappropriate material on Workplace or via any other medium is still punishable under Article VII of the Personnel Ordinance. “Social Media” further does not include electronic mail. However, use of electronic mail continues to be subject to the Personnel Ordinance and any County policies regarding electronic communications.
11. “Social Media Policy” means this document, the Cleveland County Social Media Policy.

B. Authorized Departments.

1. The following departments are hereby authorized to create and maintain social media pages:
 - a. Cleveland County Animal Services
 - b. Cleveland County Cooperative Extension
 - c. Cleveland County Department of Social Services
 - d. Cleveland County Economic Development Partnership
 - e. Cleveland County Emergency Management
 - f. Cleveland County Emergency Medical Services
 - g. Cleveland County Government
 - h. Cleveland County Health Department
 - i. Cleveland County Library System
 - j. Cleveland County Public Health Center
 - k. Cleveland County Travel and Tourism
 - l. Foothills Public Shooting Complex of Cleveland County
 - m. LeGrand Center
2. Any other department wishing to establish a social media page must submit a request to the Assistant County Manager and the Director of

Information Technology, who shall determine whether the Department will be allowed to maintain a social media page. In the event that the Director of Information Technology and the Assistant County Manager disagree as to whether a department should be allowed to maintain a social media page, the County Manager shall decide.

- C. Affected Employees and Departments. This Social Media Policy applies to all County employees and departments except for the Sheriff, the Register of Deeds, the Board of Elections, and any employees subject to these departments' supervision. However, any County official or department to which this Social Media Policy does not apply may nonetheless adopt all or any portion thereof.
- D. Personnel Ordinance. This Social Media Policy completely incorporates the Personnel Ordinance. This Social Media Policy constitutes a "known or written work rule" as stated in Article VII § 8(4) of the Personnel Ordinance.
- E. Information Technology. This Social Media Policy completely incorporates any electronic communication policies, protections, or standards required or recommended by the Information Technology Department.

III. SOCIAL MEDIA AUTHORITY AND ADMINISTRATION

- A. The Director of Information Technology shall be an Administrator of any and all County social media accounts. The department head of each Authorized Department that has a social media account shall be an Editor of the department's social media account.
- B. The department head of an Authorized Department may decide who the additional Editor(s) will be of the department's social media page(s).
- C. The Public Information Officer may be an Editor on a social media account with advance approval of both the Administrator and the relevant department head.
- D. Any person who posts on a County social media account shall do so using a County-owned email account, as opposed to a personal email account or a personal Facebook account. In other words, County social media accounts may not be linked to the personal social media pages of County employees.
- E. Any time an employee separates from employment with the County for any reason, that employee's social media privileges on any County social media pages shall immediately be terminated by an Administrator.

IV. USE OF PERSONAL SOCIAL MEDIA

- A. Employees are expected to act responsibly and exercise good judgment when interacting with social media resources. When using social media resources for

personal and private reasons, employees must ensure a distinct separation between personal and organizational views and shall not speak as representatives of the County.

- B. Employees may not conduct County business on their personal social media pages.
- C. All employee personal social media accounts should be clearly identifiable as personal accounts and may not make use of official County logos or seals.
- D. Employees may identify themselves as County employees on their personal social media pages. They may not, however, represent the position of the County as to any matter using their personal social media pages. Employees may not include pictures of themselves in their County uniform(s) on their personal social media pages. While employees are allowed to identify themselves as County employees on their personal social media pages, they are encouraged not to do so in order to avoid confusion as to whether they are speaking as an individual or on behalf of the County.
- E. If an employee publishes any personal information about themselves, another employee of the County, the organization, a citizen, or a customer in any public medium that:
 - 1. Has the potential or effect of involving the employee, their coworkers, or the County in any kind of dispute or conflict with any other employees or third parties;
 - 2. Interferes with the work of any employee;
 - 3. Creates a harassing, demeaning, or hostile work environment for any employee;
 - 4. Disrupts the smooth and orderly flow of work or the delivery of services to citizens;
 - 5. Harms the goodwill and reputation of the County to citizens or the community-at-large;
 - 6. Erodes the public's confidence in the County organization;
 - 7. Tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the originator or subject of the information.

Then the employee(s) responsible for such problem(s) shall be subject to coaching, counseling, and/or disciplinary action, up to and potentially including termination of employment, depending on the severity and repeat nature of the offense.

F. Employees are further prohibited from the following in connection with social media:

1. Using blogs or social networking sites to harass, threaten, disparage, or unlawfully discriminate against employees or anyone associated with or doing business with the County;
2. Posting the name or logo of the County or any business with a connection to the County on personal blogs or other sites;
3. Posting privileged information, including County-issues documents;
4. Posting photographs or names of co-workers, vendors, suppliers, citizens, or other persons engaged in business with the County without their consent;
5. Using a County-issued work email address in connection with personal social networking activities; and
6. Posting a profile picture in uniform or in any County logo apparel.

G. Employees are reminded that any use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.

H. Employees are reminded that personal postings may not only be read by friends and family but also by co-workers, supervisors, County residents, the general public, and the media. An online identity can be discovered relatively easily even if posting anonymously or under a pseudonym. Therefore, employees should exercise caution when deciding what to include in any social media post or comment.

I. The County may require the immediate removal of, and impose discipline for, material that is disruptive to the workplace or in any way impairs the mission of the County.

J. Misuse of social media, whether on or off duty, is grounds for disciplinary action, up to and including termination. Whether such misuse constitutes unsatisfactory job performance, unacceptable personal conduct, or both shall depend on the misuse. This Social Media Policy constitutes a “known or written work rule” as stated in Article VII § 8(4) of the Personnel Ordinance.

V. SOCIAL MEDIA IDENTIFICATION

A. All County social media accounts should be clearly identifiable as County accounts. This can be accomplished by use of the official County logo and/or seal and appropriate naming of accounts.

- B. Whether social media accounts are clearly identifiable as County or personal accounts shall be determined by the Director of Information Technology, and he or she may require the operator of an account to make the necessary changes to achieve such proper identification.

VI. MONITORING OF SOCIAL MEDIA ACTIVITY

- A. Employees should have no expectation of privacy while using the Internet. Postings can be reviewed by anyone, including county management, human resources, and information technology personnel.
- B. The County reserves the right to lawfully and respectfully monitor social media postings and other online activities for compliance with County policies, including this Social Media Policy. Monitoring can occur through multiple methods, such as staff “friending” one another or a citizen bringing inappropriate material from an employee’s posting to the attention of County management. County management further reserves the right to use search tools and software to monitor social media, blogs, online journals, and discussion forums.
- C. Employees are encouraged to report any violations, including possible or perceived violations, to the Human Resources Director.

VII. POLITICAL ACTIVITY

- A. County social media pages are a public resource and should be treated as such.
- B. Use of County social media shall comply with N.C.G.S. § 153A-99 and any other laws governing County employee political activity.

VIII. CONTENT STANDARDS FOR COUNTY SOCIAL MEDIA PAGE

- A. All social media posts shall have reasonably correct spelling and grammar.
- B. No social media post may contain obscene content.
- C. All social media posts shall advance the business of the County or the County’s public image.
- D. Social media posts shall only contain materials that the County has permission to use. This includes having permission to use videos or images of minors.

IX. MODERATING CONTENT POLICY

- A. Administrator and Editors are authorized to moderate and hide posts from any County social media page to which they have access, subject to the provisions of Section VIII of this Social Media Policy.
- B. All County employees are required to report obscene content on any County social media page to the Administrator or County Manager.

X. RETENTION PROCESS

- A. County social media posts and comments on County social media pages are public records as defined by N.C.G.S. § 132-1(a).
- B. County social media posts and posts or comments made by members of the public on County social media pages must be retained as required by N.C.G.S. § 121-5(b). Specifically, if comments or posts are hidden, they must be retained via screenshot, pdf, or some other method.

XI. ENFORCEMENT AND INTERPRETATION

- A. Interpretation. This Social Media Policy shall be interpreted by the County Manager, the Director of Information Technology, and/or any attorney employed or retained by the County. In the event of a conflict regarding interpretation, the interpretation of the County Manager shall prevail.
- B. Enforcement.
 - 1. The County Manager may direct any County employee to take any action necessary to comply with this Social Media Policy.
 - 2. Personnel Ordinance. Any action taken by an employee involving social media that requires disciplinary action shall be addressed under Article VII of the Personnel Ordinance. Whether such action constitutes unsatisfactory job performance, unacceptable personal conduct, or both shall depend on the circumstances surrounding such action. This Social Media Policy constitutes a “known or written work rule” as stated in Article VII § 8(4) of the Personnel Ordinance.

XII. ACKNOWLEDGMENT

Upon hire, employees shall be required to sign a written acknowledgment that they have received, read, understand, and agree to comply with this social media policy. This acknowledgment shall be retained by the Human Resources Director in each employee’s personnel file. The Human Resources Director shall make reasonable efforts to inform current employees about this policy after its initial adoption by the Board of Commissioners.

XIII. EFFECTIVE DATE

This policy becomes effective thirty (30) days after its initial adoption by the Board of Commissioners.

XIV. ADOPTION

Adopted by the Cleveland County Board of Commissioners on the _____ day of _____, 2020.

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 February 18, 2020 at 6:00 pm in the Commissioners Chambers.

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available