

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

**May 5, 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. 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.)*

- |           |   |  |
|-----------|---|--|
| <b>A.</b> | <b><u>Minutes</u></b>                   | Minutes from the April 7, 2020 Regular Commissioners Meeting |
| <b>B.</b> | <b><u>Finance<br/>Department</u></b>    | Monthly Manager's Report                                     |
| <b>C.</b> | <b><u>Tax<br/>Administration</u></b>    | March 2020 Collection Report                                 |
| <b>D.</b> | <b><u>Cooperative<br/>Extension</u></b> | Budget Amendment (BNA#052)                                   |
| <b>E.</b> | <b><u>Cooperative<br/>Extension</u></b> | Budget Amendment (BNA#053)                                   |

- F. **Health** Budget Amendment (BNA#054)  
**Department**
- G. **Finance** Budget Amendment (BNA#055)  
**Department**
- H. **Health** Budget Amendment (BNA#056)  
**Department**
- I. **Finance** Audit Contract  
**Department**
- J. **Commissioners** Motorcycle Awareness Month

### **REGULAR AGENDA**

- 3. Shelby High School Baseball Field Improvements  
Brian Epley, County Manager
- 4. COVID-19 Personnel Update  
Elliot Engstrom, Deputy County Attorney
- 5. 2020 Census Timeline  
Kerri Melton, Assistant County Manager

### **COMMISSIONER REPORTS**

### **ADJOURN**

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, May 19, 2020 at 6:00pm in the Commissioners Chamber.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Minutes from the April 7, 2020 Regular Commissioners Meeting**

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**Department:** Minutes

**Agenda Title:** Minutes from the April 7, 2020 Regular Commissioners Meeting

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> 04-07-2020_Minutes.docx	DRAFT 04-07-2020 Minutes

**Cleveland County Board of Commissioners**  
**April 7, 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  
Phyllis Nowlen, Clerk to the Board  
Kerri Melton, Assistant County Manager  
Elliot Engstrom, Deputy County Attorney  
Perry Davis, Fire Marshal/Emergency Management Director

**CALL TO ORDER**

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

**AGENDA ADOPTION**

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the agenda with the following additions to the regular agenda:*

*Item 6: Discussion of Meeting Schedule Over Next 45 Days.*

*Item 7: Delegation of Authority to County Manager to Interpret and Administer the Families Coronavirus*

*Response Acts.*

**CITIZEN RECOGNITION**

No one registered to speak.

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

The Clerk to the Board included the Minutes from the *March 17, 2020 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.*

**MINIMUM PROPERTY TAX BILLING RESOLUTION**

Currently, Cleveland County does not have a minimum dollar threshold for the generation of a tax bill; bills are generated regardless of amount. The cost to prepare, mail and process a tax bill under two dollars is greater than revenue returned to the county. As provided by North Carolina General Statute 105-321(f), a resolution is requested to establish a minimum original tax bill amount of \$2.00. The resolution does not apply to collection of a balance less than two dollars; only to the creation of an original bill under that amount.

**ACTION:** Commissioner Hardin made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, ***to approve the Minimum Property Tax Billing Resolution.***



**FINANCE: BUDGET AMENDMENT (BNA #048)**

**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>
065.981.5.533.00		Health Plan/BCBS Weekly Claims		\$364,662.00
065.981.5.890.00		Health Plan/Interfund Transfers	\$364,662.00	
013.660.4.980.65		Employee Wellness/Tfrs Fm Health Plan	\$364,662.00	
013.662.5.230.01		Employee Wellness/Prescription Drugs	\$364,662.00	

**Explanation of Revisions:** Budget allocation for \$364,662 to transfer funds from the Health Plan to Employee Wellness to cover prescription drug costs.

**SOCIAL SERVICES: BUDGET AMENDMENT (BNA #049)**

**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>
010.998.5.891.00		Contingency/Emerg & Contingency		\$50,000.00
010.981.5.890.00		Fund Transfers/Interfund Transfers	\$50,000.00	
011.507.4.465.00		Outside Poor/Admin Services Allocation	\$50,000.00	
011.507.5.512.00		Outside Poor/Public Assistance	\$50,000.00	

**Explanation of Revisions:** Budget allocation for \$50,000 to cover relief payment to the United Way of Cleveland County.

**EMERGENCY MANAGEMENT: BUDGET AMENDMENT (BNA #050)**

**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>
010.445.4.350.00		Emergency Mgmt/Stated Government Grants		\$18,279.00
010.445.5.910.00		Emergency Mgmt/Capital Equipment	\$3,200.00	

Explanation of Revisions: Budget allocation for \$18,279 to receive grant funds from the North Carolina Department of Public Safety to be used for capital equipment.

**SHOOTING RANGE: BUDGET AMENDMENT (BNA #051)**

**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>
049.470.4.350.00		Cap Proj-Shooting Range/State Government Grants	\$487,500.00	
049.470.5.991.00		Cap Proj-Shooting Range/Const In Progress	\$487,500.00	

Explanation of Revisions: Budget allocation for \$487,500 to receive grant funds approved by the North Carolina Wildlife Commission for the design, permit, build and operate an additional 104.14 acres of skeet and trap for the Foothills Public Shooting Complex. The original MOU was approved on February 19, 2019.

**EMERGENCY MANAGEMENT: CLEVELAND GASTON LINCOLN REGIONAL HAZARD MITIGATION**

**RESOLUTION**

The Federal Emergency Management Agency (FEMA) has determined the Cleveland Gaston Lincoln Regional Hazard Mitigation Plan is approvable pending adoption. The mitigation plan has passed review by both the North Carolina Emergency Management Association (NCEM) and FEMA. It has been determined the proposed mitigation plan meets the FEMA requirements. Participating municipalities and counties can move forward with formally adopting the plan before the current one expires on May 4, 2020. *(Copy of the full mitigation plan is filed in the Clerk's office).*

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Cleveland Gaston Lincoln Regional Hazard Mitigation Resolution.***



**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Cleveland County hereby:

1. Adopts the Cleveland Gaston Lincoln Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted this the 7<sup>th</sup> day of April, 2020.

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

Attest: Phyllis Nowlen  
Phyllis Nowlen  
Clerk to the Board



**CALL BEFORE YOU DIG PROCLAMATION**

Representative Hasting has asked for a proclamation of support to delegate April as "Safe Digging Month." North Carolina 811 is trying to get the message out to all citizens to Call 811 before digging as more and more utilities are going into the ground every day.

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Call Before You Dig Proclamation.***



**STATE CONSUMER AND FAMILY ADVISORY COMMITTEE PROCLAMATION**

The State Consumer & Family Advisory Committee (SCFAC) is asking each of North Carolina’s one hundred counties to show support for the SCFAC as the members meet on May 19<sup>th</sup> with state legislators. The goal is to inform law makers of the needs associated with treatment and services for Mental Health, Substance Use Disorder and Intellectual Developmental Disabilities.

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the State Consumer and Family Advisory Committee Proclamation.***



**Proclamation**

09-2020

**North Carolina State Consumer & Family Advisory Committee**

**WHEREAS**, North Carolina’s 100 counties experience on a daily basis short falls in treatment of its residents in resources to treat, support and sustain life and health;

**WHEREAS**, North Carolina counties are challenged with the decision to spend tax dollars for needed services for those experiencing Mental Health, Intellectual Developmental Disabilities, Substance Use Disorder and Traumatic Brain Injury challenges;

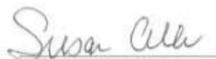
**WHEREAS**, the North Carolina State Consumer and Family Advisory Committee is tasked with seven statutory mandates to advise the North Carolina Department of Health and Human Services and the legislature:

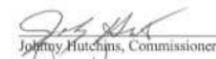
- Review, comment on, and monitor the implementation of the State Plan for Mental Health, Developmental Disabilities, and Substance Abuse Services
- Identify service gaps and underserved populations
- Make recommendations regarding the service array and monitor the development of different services
- Review and comment on the State budget for mental health, developmental disabilities, and substance abuse services
- Participate in all quality improvement measures and performance indicators
- Receive the findings and recommendations by local CFAC’s regarding ways to improve the delivery of mental health, developmental disabilities, and substance abuse services
- Provide technical assistance to local CFACs in implementing their duties

**Now Therefore, Be It Resolved**, that the Cleveland County Board of Commissioners hereby supports the North Carolina State Consumer and Family Advisory Committee and its continued efforts to address the needs of those experiencing Mental Health, Intellectual Developmental Disabilities, Substance Use Disorder

and Traumatic Brain Injury challenges, their families and the community. The Board of County Commissioners also supports the engagement of systems advocacy, improved service delivery, insurance of quality services and the cultivation of community engagement for those in need.

Adopted this the 7<sup>th</sup> Day of April 2020.

  
Susan Allen, Chairman

  
Johnny Hutchins, Commissioner

  
Deb Hardin, Commissioner

  
J. Ronnie Whetstone, Vice-Chairman

  
Douglas Bridges, Commissioner



**CHILD ABUSE PREVENTION MONTH PROCLAMATION**

Child abuse and neglect affects many of Cleveland County's children and has reached epidemic proportions in North Carolina and throughout the country. Last year, the Cleveland County Department of Social Services had over 2,018 children reported as either abused, neglected, or dependent. Commissioners encourage citizens to be vigilant and join child protection organizations, groups, and individuals in observance of the month with appropriate education and prevention of child abuse.

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Child Abuse Prevention Month Proclamation.***



## **REGULAR AGENDA**

### **INSTALLMENT FINANCING FINAL RESOLUTION**

Chairman Allen recognized County Manager Brian Epley to present the Installment Financing Final Resolution for the Job Ready Shell Building 3. Staff has been working on the Installment Financing for Job Ready Shell Building 3 for some time. The County has contracted with Davenport & Company LLC to distribute a Request for Proposals (RFP) to secure a commitment for a direct bank loan evidenced by an Installment Financing Agreement to finance a shell building project and associated costs. The RFP was distributed to over fifty national, regional, and local lending institutions. The construction of the proposed project is in collaboration with the City of Shelby and all costs associated with this project will be split equally with the city upon sale of the property.

Through this process, the County was able to secure two responses to the RFP, including:

1. Sterling National Bank
2. Truist Bank – Formerly Branch Banking & Trust or BB&T

During the due diligence process with the banks, there were no concerns expressed related to the County's credit or ability to borrow the funds.

Overview of rates received:

1. Sterling National Bank
  - 5 Year fixed interest at 2.9%
  - Prepayment Provision with a penalty of early pay off
2. Truist Bank
  - 5 Year fixed interest at 1.8%

- 10 Year fixed interest at 2.19%
- Flexibility to pay off at any time without penalty

Based upon review of the proposals, related analyses, discussions with the City of Shelby and Bond Counsel, the recommendation is that the County select the Truist ten-year taxable proposal. While it is the County’s desire to sell the facility and prepay the loan prior to the first principal payment, the ten year term would minimize any principal payments required should the sale take longer than one year. Additionally, the Truist ten-year taxable proposal provides the lowest annual debt service cost and the proposal provides flexibility to prepay or refinance the loan at any time in whole without penalty, which will allow the County to prepay the loan as soon as the property is sold. The annual debt service payment of approximately \$675,000 is to be split with the City of Shelby in the event property is not sold for economic development by the date first Debt Service Payment on April 1, 2021. The Local Government Commission (LGC) met today to determine the final approval for the installment financing. The LGC had several positive things to say about Cleveland County’s financial position and found no issues with approving the financing. Mr. Epley reviewed the following PowerPoint to the Board.



## Installment Financing

### Shell Building III

April 7, 2020



### SHELL BUILDING III

**PROPERTY**

- Plato Lee Road
- 19.4 Acres
- Adjacent to future Hwy 74 Bypass Interchange
- Adjoining Parcels:
  - Clearwater Paper
  - KSM

**FUTURE BUILDING**

- 100,000 sq. ft. 87% Manufacturing/Warehouse
- Expansion ability to an additional 100,000 sq. ft.
- Building Dimensions: 250' x 400'
- Zoning: General / Light Industrial
- Estimated Completion: December 2020
- Utility connections installed





### Finance Recommendations

Recommended Lender - Truist Bank – Formerly BB&T

- Amount Financed \$6,000,000
- 10 year Term
- No penalty/premium for prepayment
- Debt Service Requirements shared with City of Shelby

• Closing Date - By April 17<sup>th</sup>

• First Debt Payment – 4/1/2021 FY 20-21

• Final Maturity - 4/1/2030

• Annual Debt Service Requirements	
Debt Service Payment	- \$675,000
Less –City’s Portion	- (337,500)
Approx. Annual County Cost	- \$337,500



### Financing Schedule

- April 7<sup>th</sup>
  - LGC considers approving the financing
  - Board considers adopting a Final Resolution
- April 15<sup>th</sup>
  - Close on financing
  - Construction to begin following closing



### Preliminary Finding Resolution & Installment Financing Contract Package Resolution

- Preliminary Finding Resolution, March 17, 2020

Approved Action Item	Pre-Approved by LGC
Public Purpose Need – Hold Public Hearing	✓
Affordability Analysis	✓
Preliminary Approval of Truist Bank	✓

- Installment Financing Contract Package Resolution – For Consideration April 7, 2020

Recommended Approval Items	Pre-Approved by LGC
Approve Financing Documents	
Approve Transactional Documents	
Authorize County Staff to complete closing	



## Questions?

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Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Whetstine inquired with the COVID-19 impact, how soon construction would be begin. County Attorney Tim Moore advised construction has been deemed essential in Cleveland County and if approved, the building of Job Ready Shell Building 3 could begin immediately.

**ACTION:** Commissioner Bridges made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to approve the installment financing final resolution.*

#### **UPDATES TO CLEVELAND COUNTY PERSONNEL ORDINANCE**

Chairman Allen called Elliot Engstrom, Deputy County Attorney, to the podium to present the updates to the Cleveland County Personnel Ordinance. The North Carolina Human Resources Act generally requires the County to get approval from the Office of State Human Resources to make certain changes to employees governed by that Act, specifically employees at the Health Department and Department of Social Services. Under North Carolina General Statute § 126-11(b), the County “*may petition the State Human Resources Commission to determine whether any portion of its total personnel system*” is substantially equivalent to the State’s human resources system. If the State grants this approval, this allows the County greater flexibility and efficiency in personnel matters, as decisions will no longer have to be sent to the State for approval on a regular basis. The basic requirements of a substantially equivalent personnel system are found in the North Carolina Administrative Code. These include a planned and organized recruiting program and logical and equitable practices that guide salary administration. All of the proposed changes to the personnel ordinance are made with these requirements in mind. Many of the changes are technical in nature and simply involve ensuring that the personnel ordinance is clear, fair, and consistent. However, some changes are more substantial. Some of the more substantial changes are as follows:

**Article III § 6(b)** of the revised ordinance prohibits non-exempt employees from accruing more than one hundred hours of compensatory time without approval from the Human Resources Director. The County currently has no policy in place regarding the accrual of compensatory time by non-exempt employees.

**Article III § 6(c)** of the revised ordinance allows exempt employees to accrue “flex time” for all overtime hours worked. Mechanically, this works exactly like the current ordinance, simply under a different name to provide a distinction between exempt and non-exempt employees.

**Article IV § 4** of the revised ordinance requires that all vacant position announcements be posted both internally and externally. The Human Resources Director will have authority to waive this requirement.

**Article IV § 11** reduces the new employee probationary period of employment from 24 months to 12 months. A 12-month probationary period is in line with the corresponding period for state employees under the North Carolina Human Resources Act.

If the changes to the personnel ordinance are approved, staff will submit the ordinance to the Office of State Human Resources for consideration of whether it meets the substantial equivalency test. Mr. Engstrom reviewed the following PowerPoint to the Board.

## Personnel Ordinance Update

APRIL 7, 2020

## Substantial Equivalency

- North Carolina Human Resources Act requires local governments to get approval from Office of State Human Resources to make certain personnel changes at the Health Department and DSS.
- We can petition the State Human Resources Commission to determine that our personnel ordinance is substantially similar to the state system.
- Getting "substantial equivalency" allows the County greater flexibility and efficiency in personnel matters.

## Substantial Equivalency

- Examples of requirements to receive "substantial equivalency" designation:
  - A "planned and organized recruiting program;"
  - "Logical and equitable practices [that] guide salary administration;"
  - "Prior to receiving a permanent appointment, each employee will satisfactorily complete a reasonable, time limited probationary period."

See Title 25 Chapter 1 § 2400 of the North Carolina Administrative Code

## Substantial Equivalency

- While some proposed changes are minor and some more substantial, ALL changes are made with substantial equivalency in mind.

## Notable Changes

- Article III § 6(b) of the revised ordinance prohibits non-exempt employees from accruing more than one hundred hours of compensatory time without approval from the Human Resources Director.
- The County currently has no policy in place regarding the accrual of compensatory time by non-exempt employees.

## Notable Changes

- Article III § 6(c) of the revised ordinance allows exempt employees to accrue "flex time" for all overtime hours worked.
- Mechanically, this works exactly like the current ordinance, simply under a different name to provide a distinction between exempt and non-exempt employees.

## Notable Changes

- Article IV § 4 of the revised ordinance requires that all vacant position announcements be posted both internally and externally.
- The Human Resources Director will have authority to waive this requirement.

## Notable Changes

- Article IV § 9 of the revised ordinance requires that the Human Resources Director and relevant department head approve all hiring decisions.

## Notable Changes



- Article IV § 11 reduces the new employee probationary period of employment from 24 months to 12 months.
- A 12-month probationary period is in line with the corresponding period for state employees under the North Carolina Human Resources Act. See N.C.G.S. § 126-1.1(a)(2).

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## Technical Changes



Example:

*Probationary Period. The required period of time, twelve months (12), that an employee must serve before obtaining regular status when entering county service. Employees serving a probationary period following an initial appointment shall be subject to all articles with the exception of Article VIII. ~~The required period of time an employee serves before obtaining permanent status when entering county service.~~*

CLEVELAND COUNTY BOARD OF COMMISSIONERS 11

## Questions?



Action Requested:

- Adopt proposed ordinance and authorize staff to petition for substantial equivalency.

Other Options:

- No action
- Adopt proposed ordinance with any board amendments and authorize staff to petition for substantial equivalency
- Other actions

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Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins inquired about Article III § 6(b) why the approval would only come from the Human Resources Director and not the County Manager as well. Mr. Engstrom stated the Human Resource Director works under the discretion of the County Manager who has the authority to override the Human Resource Director's decision. The Board may also modify the proposed the changes to state the approvals would need to come from the County Manager. County Manager Brian Epley advised, for further clarification, before any employee can go over one hundred hours of flex time, that employee would need authorization from the Human Resource Director. This proposed change will help monitor the amount of flex time employees accrue. Commissioner Bridges asked about Article IV§ 4 allowing the Human Resource Director and Department Head to have the authority to waive the requirement of posting available positions both internally and externally; why would the County not post internally and externally? Mr. Epley stated this action would be exceptionally rare. An example of not posting externally would be for a position that is very specialized such as a Building Inspector or an Environmental Health Inspector who have to meet certain criteria and a strong candidate would be someone who already works for the County.

Commissioner Whetstine stated he agrees with changing a probationary employee from twenty-four months to twelve months. Mr. Engstrom added if the proposed changes are approved, those employees who are currently employed for over twelve months will automatically come off probationary status. A twelve month probationary period is also in line with the corresponding period for state employees under the North Carolina Human Resources Act. *(a full copy of the revised versions of Articles I, II, III, IV, and VI of the Cleveland County Personnel*

Ordinance is filed in the Clerk's office).

**ACTION:** Commissioner Bridges made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to approve the revised versions of Articles I, II, III, IV, and VI (section 1 only) of the Cleveland County Personnel Ordinance with the exception of the Human Resources Director will have the authority to waive the requirement of the external job posting requirements and authorizes county staff to submit the revised ordinance to the Office of State Human Resources for consideration of whether it meets the standard for substantial equivalency.*

#### **DISCUSSION OF MEETING SCHEDULE OVER NEXT 45 DAYS**

County Manager Brian Epley updated the Board on the evaluation of the progression of COVID-19, the Governor's Executive Stay-At-Home Order and a variety of other public health issues, how these impact the organization and the citizens of Cleveland County. A tremendous amount of due diligence has been completed by the County's Administration Team to ensure there are no operational concerns or issues with whatever option the Board chooses to do.

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to cancel the regularly scheduled meeting set for Tuesday, April 21, 2020.*

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to delegate to the Chair, for a period of forty-five days, the authority to amend the Board's official meeting schedule as she deems appropriate, so long as she consults with the County Attorney to ensure compliance with all laws regarding public meetings.*

#### **DELEGATION OF AUTHORITY TO COUNTY MANAGER TO INTERPERT AND ADMINISTER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT**

**ACTION:** Commissioner Bridges made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to delegate to the County Manager the authority to interpret and administer the Families First Coronavirus Response Act, including the authority to determine which county employees are health care providers or emergency responders under the Paid Sick Leave or Expanded Family and Medical Leave provisions of that act.*

#### **COMMISSIONER REPORTS**

**Perry Davis, Fire Marshal/Emergency Management Director** – gave an update to the Board on the number of positive COVID-19 cases and the county's action plans for the pandemic.

**ADJOURN**

There being no further business to come before the Board at this time, Commissioner Whetstine made a motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to adjourn the meeting.*

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*Susan Allen, Chairman  
Cleveland County Board of Commissioners*

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*Phyllis Nowlen, Clerk to the Board  
Cleveland County Board of Commissioners*

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Monthly Manager's Report**

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**Department:** Finance Department  
**Agenda Title:** Monthly Manager's Report  
**Agenda Summary:**  
**Proposed Action:**

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**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> Managers_report_5.5.20.docx	Managers Report
<input type="checkbox"/> Manager_Budget_Summary_for_5.5.20_Mtg_.pdf	Line Items

# Cleveland County, North Carolina

## Monthly Financial & Manager's Report

*FY 2019-2020*

### EXECUTIVE SUMMARY

#### Finance:

- The 2020-2021 budget preparation is underway. Finance has conducted meetings with departments across the organization to review departmental requests and develop budget recommendations for consideration.
- Due to the COVID-19 pandemic and associated revenue shortfalls, the County has delayed all major capital purchases, projects that are not currently underway or grant funded, and personnel hiring. The months of May and June have also been designated as a non-spending period, aimed to reduce costs outside of essential operations.
- The bid package for the Foothills Public Shooting Complex expansion have been posted. Responses will be due back on June 1<sup>st</sup> for the selection process.
- The notice to proceed for Shell Building III has been finalized. Construction of this joint project site location will begin in May.
- The County's Wellness fund is trending favorable through the month of April. Health claims through April are approximately \$360,000 less when compared to this point in prior year.
- General Fund operating expenditures are on track with anticipated budgeted amounts through the month of April. Actual expenditures are currently trending around 2% below budgeted figures.
- The County has collected \$735,000k in investment income through the month of April. Through strategic cash flow planning and forecasting the County has recognized increase of approx. \$190k in investment income when compared to prior year.

See attached for lateral and departmental line item transfers between 4/1/20-4/29/20:

County of Cleveland, North Carolina  
 Manager's Budget Summary  
 Presented at the 5/5/20 Board Meeting  
 Time Period Covered : 4/1/2020 to 4/28/2020  
 For Fiscal Year Ending June 30, 2020

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	DATE SUBMITTED BY DEPT	DEPT NAME TO	DEPT NAME FROM	EXPLANATION	BUDGET AMOUNT
533	D	4/1/2020	EMS		Move funds to cover purchase of an AED for Comm Center	\$ 2
534	D	4/2/2020	Communications		Move funds for licenses and maintenance	\$ 1
535	D	4/6/2020	Volunteer Rescue		Reverse Budget #533 posted to dept 446 but should have been to dept 447. Then post correct entries to dept 447 for an AED	\$ 2
536	D	4/7/2020	Coop Ext		Temporary budget move to cover equipment replacement.	\$ 2
537	L	4/7/2020	Emergency Mgmt	Contingency	Transfer funds to cover purchase of face masks (COVID19)	\$ 8
538	D	4/8/2020	Employee Wellness		Reverse previous temporary budgets	\$ 107
539	L	4/13/2020	Legal	Emergency Mgmt	Transfer funds to cover building improvements	\$ 29
540	D	4/20/2020	Commissioners		Move funds to cover account deficits	\$
541	D	4/20/2020	Manager's Office		Move funds to cover increase in contracted services	\$ 3
542	D	4/20/2020	Finance		Move funds to cover contracted services, penalty expense, and license/permits/certificates	\$ 1
543	D	4/20/2020	Facilities Janitorial		Move additional funds to cover equipment purchase	\$
544	D	4/20/2020	Economic Development		Move funds to cover postage and grants	\$ 4
545	D	4/20/2020	Building Inspections		Move additional funds needed to cover telecommunications and dues/subscriptions	\$
546	D	4/20/2020	Emergency Mgmt		Move funds to cover account deficits; move grant funds to appropriate account	\$ 11
547	D	4/20/2020	Legal/Co Attorney		Move funds to cover increase in travel/training; maintenance contracts-equip; dues/subscriptions	\$
548	D	4/21/2020	LeGrand		Move funds to cover license/permits/certifications and professional services	\$
549	D	4/21/2020	Municipal Grants		Move funds to appropriate account for grant	\$ 5
550	D	4/21/2020	Adult Health		Move funds to cover contracted services through June 30.	\$ 1
551	D	4/21/2020	Environmental Health		Move funds to cover postage and contracted services	\$
552	D	4/21/2020	Health Promotions		Move funds to cover medicine & supplies	\$
553	D	4/21/2020	Building Inspections		Move funds to cover credit card fees through June 30.	\$ 1
554	D	4/21/2020	WIC		Move funds to cover account deficits	\$
555	D	4/22/2020	Animal Services		Move funds to cover department supplies; medicine/supplies; improvements	\$ 62
556	D	4/22/2020	Cooperative Ext		Move funds to cover telecommunications through June 30	\$
557	D	4/24/2020	Human Resources		Move funds to cover increase in contracted services, dues/subscriptions and professional services	\$ 19
558	D	4/24/2020	Planning/Zoning		Move funds to cover travel/training, telecommunications, contracted services, dues/subscriptions, professional services and awards/appreciation through June 30	\$ 5
559	D	4/24/2020	Tax Admin		Move funds to cover maintenance contracts-equipment	\$
560	D	4/28/2020	EMS		Move funds to cover various operating accounts through June 30	\$ 19

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Tax Collector's Monthly Report**

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**Department:** Tax Administration

**Agenda Title:** March 2020 Collection Report

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> Monthend_Vehicles_March2020.pdf	March Vehicle Collection
<input type="checkbox"/> Percentage_2019_2020.pdf	March Percentage
<input type="checkbox"/> Monthend_Real_March2020.pdf	March Real Estate Collection

VEHICLES TOTAL TAXES COLLECTED MARCH 2020

DEF REV	\$0.00	
2019	\$0.00	
2018	\$0.00	
2017	\$0.00	
2016	\$0.00	
2015	\$0.00	
2014	\$0.00	
2013	\$431.55	
2012	\$587.52	
2011	\$791.90	
2010	\$298.69	
2009	\$0.00	
TOTAL	<u>\$2,109.66</u>	
INTEREST	\$1,543.37	
FEES	\$957.09	
TOLERANCE	(\$11.44)	
TOTAL	\$4,598.68	\$4,598.68
DEF REV	\$0.00	
TOLERANCE	\$0.00	
INTEREST	\$0.00	
TOTAL DEF	\$0.00	
GRAND TOTAL	\$4,598.68	

TOTAL TAXES UNCOLLECTED MARCH 2020

2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$62,423.04
2012	\$70,189.85
2011	\$53,310.81
2010	\$52,394.86
2009	\$0.00
TOTAL	<u>\$238,318.56</u>
DEF REV	\$0.00
TOTAL	<u>\$238,318.56</u>

Percentage	Real Property				
Revenue	Unit: 010				
	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016
July	1.77%	4.45%	3.79%	2.32%	6.34%
August	48.74%	55.65%	55.63%	55.60%	53.72%
September	59.56%	57.88%	58.57%	57.37%	54.98%
October	57.29%	56.00%	56.43%	54.98%	53.36%
November	59.09%	58.95%	59.42%	58.00%	56.28%
December	75.56%	72.10%	72.67%	73.13%	81.61%
January	93.94%	93.34%	93.74%	93.07%	92.44%
February	95.84%	95.68%	95.94%	95.48%	95.12%
March	96.80%	97.04%	97.03%	96.96%	96.46%
April		97.72%	97.60%	97.58%	97.22%
May		98.14%	97.98%	98.20%	97.80%
June		98.43%	98.28%	98.42%	98.23%

**TOTAL TAXES COLLECTED MARCH 2020**

YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2019	\$854,419.65	\$0.00	\$854,419.65
2018	\$35,874.17	\$0.00	\$35,874.17
2017	\$19,030.91	\$0.00	\$19,030.91
2016	\$5,648.61	\$0.00	\$5,648.61
2015	\$2,013.80	\$0.00	\$2,013.80
2014	\$1,688.87	\$0.00	\$1,688.87
2013	\$846.20	\$431.55	\$1,277.75
2012	\$316.77	\$587.52	\$904.29
2011	\$737.44	\$791.90	\$1,529.34
2010	\$706.55	\$298.69	\$1,005.24
2009	\$0.00	\$0.00	\$0.00

TOTALS	\$921,282.97	\$2,109.66	\$923,392.63
DISCOUNT	(\$0.21)		
INTEREST	\$43,599.42	\$1,543.37	\$0.00
TOLERANCE	(\$25.10)	(\$11.44)	
ADVERTISING	\$1,892.39	\$957.09	
GARNISHMEN	\$8,299.33		
NSF/ATTY	(\$133.67)		
LEGAL FEES	\$10.78		
TOTALS	\$974,925.91	\$4,598.68	\$979,524.59
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$974,925.91	\$4,598.68	\$979,524.59
DEF \$12,167.21	\$13,001.35	\$0.00	
DISC (\$30.28)	\$987,927.26	\$4,598.68	\$992,525.94
TOL \$0.00			
INT \$864.42			

**TOTAL TAXES UNCOLLECTED MARCH 2020**

	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2019	\$2,956,830.26	\$0.00	\$2,956,830.26
2018	\$785,940.22	\$0.00	\$785,940.22
2017	\$412,896.57	\$0.00	\$412,896.57
2016	\$255,681.38	\$0.00	\$255,681.38
2015	\$186,717.09	\$0.00	\$186,717.09
2014	\$173,902.27	\$0.00	\$173,902.27
2013	\$124,526.05	\$62,423.04	\$186,949.09
2012	\$95,744.33	\$70,189.85	\$165,934.18
2011	\$73,390.48	\$53,310.81	\$126,701.29
2010	\$66,337.15	\$52,394.86	\$118,732.01
2009	\$0.00	\$0.00	\$0.00
	\$5,131,965.80	\$238,318.56	\$5,370,284.36

DEF REV	\$62,751.96	\$0.00	\$62,751.96
TOTAL UNCOLLECTED	\$5,194,717.76	\$238,318.56	\$5,433,036.32

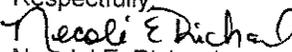
REAL-PERSONAL  
COUNTY GENERAL

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$478,145.83		
2018	\$19,456.46		
2017	\$10,357.77		
2016	\$2,746.12		
2015	\$1,065.50		
2014	\$919.00		
2013	\$422.80		
2012	\$151.06		
2011	\$356.97		
2010	\$344.36		
2009			

SUB TOTAL	\$513,965.87	<u>ACCOUNT NOS.</u>
DISCOUNT	(\$0.14)	
INTEREST	\$26,491.36	
ADVERTISING	\$1,892.39	
GARNISHMENT	\$8,299.33	
NSF/ATTY	(\$133.67)	
LEGAL FEES	\$10.78	
TOLERANCE	(\$16.67)	
TOTAL	\$550,509.25	
Misc refund	\$550,509.25	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$48,032,169.20	\$49,619,477.50		96.80%	\$1,587,308.30
2018	\$46,258,984.07	\$46,674,280.81		99.11%	\$415,296.74
2017	\$43,963,914.10	\$44,183,500.66		99.50%	\$219,586.56
2016	\$43,619,813.93	\$43,749,683.91		99.70%	\$129,869.98
2015	\$42,927,933.66	\$43,029,733.04		99.76%	\$101,799.38
2014	\$42,085,620.03	\$42,171,866.22		99.80%	\$86,246.19
2013	\$41,140,562.29	\$41,203,911.73		99.85%	\$63,349.44
2012	\$38,770,169.88	\$38,820,667.00		99.87%	\$50,497.12
2011	\$36,264,218.90	\$36,300,701.22		99.90%	\$36,482.32
2010	\$34,613,566.27	\$34,649,485.04		99.90%	\$35,918.77
2009	\$34,257,353.44	\$34,257,353.44		100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$8,000.13	\$17,339.50	\$59,609.22	29.09%	\$42,269.72
DISC	(\$18.94)	\$8,582.21			
TOL	\$0.00	\$601.02	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
COUNTY FIRE

<u>YEAR</u> <u>DEF REV</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u> <u>MARCH</u> 2020
2019	\$39,673.98	
2018	\$1,836.73	
2017	\$894.46	
2016	\$101.18	
2015	\$70.94	
2014	\$58.41	
2013	\$17.15	
2012		
2011		
2010	\$2.80	
2009		

SUB TOTAL	\$42,655.65
DISCOUNT	(\$0.02)
INTEREST	\$2,103.70
TOLERANCE	(\$1.66)
TOTAL	\$44,757.67

ACCOUNT NOS.

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> 03/31/20	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$2,814,693.99	\$2,925,478.80	96.21%	\$110,784.81
2018	\$2,865,616.41	\$2,895,032.57	98.98%	\$29,416.16
2017	\$2,813,358.47	\$2,830,094.14	99.41%	\$16,735.67
2016	\$1,466,071.52	\$1,471,200.75	99.65%	\$5,129.23
2015	\$1,454,479.07	\$1,458,224.62	99.74%	\$3,745.55
2014	\$1,447,643.53	\$1,450,442.64	99.81%	\$2,799.11
2013	\$1,485,117.74	\$1,487,359.99	99.85%	\$2,242.25
2012	\$864,951.95	\$865,993.49	99.88%	\$1,041.54
2011	\$774,923.59	\$775,820.57	99.88%	\$896.98
2010	\$766,349.41	\$767,219.15	99.89%	\$869.74
2009	\$761,819.45	\$761,819.45	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX \$925.94	\$1,890.89	\$6,780.09	27.89%	\$4,889.20
DISC (\$1.49)	\$1,008.60			
TOL \$0.00	\$84.15	INT		

Respectfully,  
*Necole E. Richard*  
Necole E. Richard  
Tax Collector

REAL-PERSONAL  
CLEVELAND COUNTY SOLID WASTE

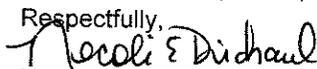
<u>YEAR</u> <u>DEF REV</u>	<u>FEEES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u> <u>2020</u>
2019	\$58,337.78		
2018	\$3,376.71		
2017	\$1,800.03		
2016	\$847.91		
2015	\$411.74		
2014	\$364.76		
2013	\$216.68		
2012	\$15.00		
2011	\$15.00		
2010	\$15.00		
2009			
SUB TOTAL			
DISCOUNT			
INTEREST			
TOLERANCE			
TOTAL			

	<u>\$65,400.61</u>		<u>ACCOUNT NOS.</u>
	<u>\$65,400.61</u>		

<u>YEAR</u>	<u>FEEES COLLECTED THRU</u> <u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$1,853,708.14	\$2,028,113.60	91.40%	\$174,405.46
2018	\$1,850,509.56	\$1,911,213.23	96.82%	\$60,703.67
2017	\$1,881,125.27	\$1,925,046.46	97.72%	\$43,921.19
2016	\$1,689,946.60	\$1,728,734.93	97.76%	\$38,788.33
2015	\$1,724,641.39	\$1,744,617.30	98.85%	\$19,975.91
2014	\$1,734,841.88	\$1,761,967.27	98.46%	\$27,125.39
2013	\$1,750,634.29	\$1,767,907.87	99.02%	\$17,273.58
2012	\$1,407,721.37	\$1,418,122.50	99.27%	\$10,401.13
2011	\$1,414,018.69	\$1,427,570.12	99.05%	\$13,551.43
2010	\$1,409,687.56	\$1,416,632.62	99.51%	\$6,945.06
2009	\$1,423,721.49	\$1,423,721.49	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$0.00	\$0.00	\$771.78	0.00%	\$771.78
DISC	\$0.00	\$0.00			
TOL	\$0.00	\$0.00			
		INT			

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 3170

REAL-PERSONAL  
CLEVELAND COUNTY SCHOOLS

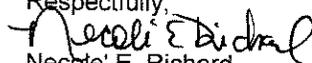
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$125,828.19		
2018	\$5,120.90		
2017	\$2,725.67		
2016	\$722.61		
2015	\$280.43		
2014	\$241.88		
2013	\$111.26		
2012	\$39.74		
2011	\$93.95		
2010	\$90.63		
2009			

SUB TOTAL	\$135,255.26
DISCOUNT	(\$0.04)
INTEREST	\$6,953.00
TOLERANCE	(\$4.17)
TOTAL	\$142,204.05

ACCOUNT NOS.  
020.600.5.524.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$12,640,070.79	\$13,057,785.36		96.80%	\$417,714.57
2018	\$12,173,444.29	\$12,282,733.05		99.11%	\$109,288.76
2017	\$11,569,478.61	\$11,627,265.08		99.50%	\$57,786.47
2016	\$11,478,927.00	\$11,513,103.74		99.70%	\$34,176.74
2015	\$11,296,853.00	\$11,323,643.04		99.76%	\$26,790.04
2014	\$11,075,192.78	\$11,097,889.83		99.80%	\$22,697.05
2013	\$10,826,493.99	\$10,843,165.36		99.85%	\$16,671.37
2012	\$10,202,687.15	\$10,215,976.17		99.87%	\$13,289.02
2011	\$9,543,028.68	\$9,552,629.63		99.90%	\$9,600.95
2010	\$9,108,617.07	\$9,118,069.12		99.90%	\$9,452.05
2009	\$9,014,649.51	\$9,014,649.51		100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX \$2,105.29	\$4,563.16	\$15,686.87	29.09%	\$11,123.71
DISC (\$4.94)	\$2,258.50			
TOL \$0.00	\$158.15	INT		

Respectfully,  
  
Necote E. Richard  
Tax Collector

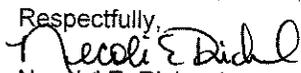
VENDOR 5110

REAL-PERSONAL  
FALLSTON FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>	Added to County Service District		<u>2020</u>
2019			
2018			
2017			
2016	\$0.68		
2015	\$1.11		
2014	\$13.62		
2013	\$12.67		
2012	\$0.47		
2011			
2010			
2009			
SUB TOTAL		\$28.55	
DISCOUNT			
INTEREST		\$20.29	
TOLERANCE		(\$0.02)	
TOTAL		\$48.82	
			<u>ACCOUNT NOS.</u>
			074.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$91.77	\$91.77		100.00%	\$0.00
2018	\$614.00	\$614.00		100.00%	\$0.00
2017	\$1,405.34	\$1,416.38		99.22%	\$11.04
2016	\$130,555.05	\$131,452.04		99.32%	\$896.99
2015	\$138,708.96	\$139,643.52		99.33%	\$934.56
2014	\$133,368.18	\$133,802.52		99.68%	\$434.34
2013	\$131,096.20	\$131,236.57		99.89%	\$140.37
2012	\$130,211.70	\$130,317.89		99.92%	\$106.19
2011	\$129,869.52	\$129,955.48		99.93%	\$85.96
2010	\$120,554.43	\$120,605.50		99.96%	\$51.07
2009	\$119,845.61	\$119,845.61		100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$0.47	\$33.00	\$48.71	0.00%	\$15.71
DISC	\$0.00	\$0.47			
TOL	\$0.00	\$0.00	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector



REAL-PERSONAL  
RIPPY FIRE

VENDOR 11870

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$5,279.58		
2018	\$180.00		
2017	\$56.69		
2016	\$15.98		
2015			
2014	\$1.43		
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$5,533.68
DISCOUNT	
INTEREST	\$269.87
TOLERANCE	(\$0.11)
TOTAL	\$5,803.44

ACCOUNT NOS.

076.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$288,688.48	\$306,950.54	94.05%	\$18,262.06	
2018	\$297,983.74	\$303,670.14	98.13%	\$5,686.40	
2017	\$295,134.59	\$299,707.37	98.47%	\$4,572.78	
2016	\$170,192.39	\$170,922.83	99.57%	\$730.44	
2015	\$179,333.25	\$179,880.70	99.70%	\$547.45	
2014	\$174,896.64	\$175,275.21	99.78%	\$378.57	
2013	\$173,620.75	\$173,943.86	99.81%	\$323.11	
2012	\$168,039.82	\$168,280.58	99.86%	\$240.76	
2011	\$169,834.96	\$170,042.83	99.88%	\$207.87	
2010	\$171,770.52	\$171,981.44	99.88%	\$210.92	
2009	\$172,717.56	\$172,717.56	100.00%	\$0.00	

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX \$0.00	\$51.65	\$69.66	74.15%	\$18.01
DISC	\$0.00			
TOL \$0.00	\$0.00	INT		

Respectfully,  
*Necole E. Richard*  
Necole E. Richard  
Tax Collector

VENDOR 12560

REAL-PERSONAL  
CITY OF SHELBY

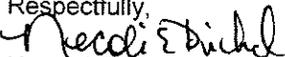
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$60,022.00		
2018	\$3,915.19		
2017	\$1,661.49		
2016	\$1,081.74		
2015	\$105.37		
2014	\$45.94		
2013	\$43.39		
2012	\$100.39		
2011	\$261.07		
2010	\$210.24		
2009			

SUB TOTAL	\$67,446.82
DISCOUNT	
INTEREST	\$3,718.45
TOLERANCE	(\$0.54)
SUBTOTAL	\$71,164.73
2% COLL FEE	(\$1,423.29)
TOTAL	\$69,741.44

<u>ACCOUNT NOS.</u>
077.000.2.240.00
010.413.4.540.00
10.000.1.203.00
WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>			
	<u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$11,189,157.41	\$11,642,868.24	96.10%	\$453,710.83
2018	\$9,696,131.56	\$9,805,103.21	98.89%	\$108,971.65
2017	\$9,278,195.00	\$9,322,258.87	99.53%	\$44,063.87
2016	\$7,984,621.04	\$8,015,127.73	99.62%	\$30,506.69
2015	\$7,410,953.07	\$7,432,087.49	99.72%	\$21,134.42
2014	\$7,207,648.38	\$7,227,092.12	99.73%	\$19,443.74
2013	\$7,037,783.70	\$7,055,478.82	99.75%	\$17,695.12
2012	\$6,908,760.52	\$6,924,160.38	99.78%	\$15,399.86
2011	\$6,832,045.44	\$6,840,524.68	99.88%	\$8,479.24
2010	\$6,808,796.62	\$6,817,752.05	99.87%	\$8,955.43
2009	\$6,783,857.32	\$6,783,857.32	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$717.96	\$748.01	\$2,315.18	32.31%	\$1,567.17
DISC	(\$3.58)	\$714.38			
TOL	\$0.00	\$0.00	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

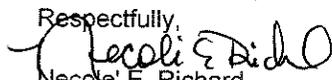
VENDOR 12560

REAL-PERSONAL  
CITY OF SHELBY  
DISTRICT 25

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$4,590.12		
2018			
2017	\$10.62		
2016	\$3.39		
2015			
2014			
2013			
2012			
2011			
2010			
2009			
SUB TOTAL		\$4,604.13	
DISCOUNT			
INTEREST		\$143.93	
TOLERANCE		(\$0.31)	
SUBTOTAL		\$4,747.75	
2% COLL FEE		(\$94.96)	
TOTAL		\$4,652.80	
			<u>ACCOUNT NOS.</u>
			077.000.2.240.00
			010.413.4.540.00
			10.000.1.203.00
			WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>			
	<u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$339,289.74	\$351,933.26	96.41%	\$12,643.52
2018	\$339,251.18	\$340,395.36	99.66%	\$1,144.18
2017	\$321,318.54	\$321,938.62	99.81%	\$620.08
2016	\$319,452.04	\$320,709.54	99.61%	\$1,257.50
2015	\$315,997.21	\$316,703.16	99.78%	\$705.95
2014	\$314,490.53	\$314,898.50	99.87%	\$407.97
2013	\$315,453.29	\$315,698.22	99.92%	\$244.93
2012	\$303,190.46	\$303,321.12	99.96%	\$130.66
2011	\$334,113.14	\$334,391.44	99.92%	\$278.30
2010	\$312,066.57	\$312,577.54	99.84%	\$510.97
2009	\$314,488.00	\$314,488.00	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	#DIV/0!	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

**REAL-PERSONAL**  
**TOWN OF BOILING SPRINGS**

VENDOR 1411

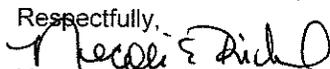
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$8,737.69		
2018	\$111.15		
2017	\$220.82		
2016	\$19.61		
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$9,089.27	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$338.16	
TOLERANCE		
SUBTOTAL	\$9,427.43	078.000.2.240.00
2% COLL FEE	(\$188.55)	010.413.4.540.00
TOTAL	\$9,238.88	

2017 5 Mon 2016 Annex \$91.88

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>			
	<u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$975,314.63	\$997,021.08	97.82%	\$21,706.45
2018	\$946,474.13	\$951,171.44	99.51%	\$4,697.31
2017	\$915,770.61	\$919,482.67	99.60%	\$3,712.06
2016	\$822,088.15	\$822,416.68	99.96%	\$328.53
2015	\$807,776.89	\$808,449.91	99.92%	\$673.02
2014	\$790,281.59	\$790,935.69	99.92%	\$654.10
2013	\$708,813.29	\$709,598.17	99.89%	\$784.88
2012	\$699,998.60	\$700,603.25	99.91%	\$604.65
2011	\$697,140.01	\$697,192.23	99.99%	\$52.22
2010	\$696,642.91	\$696,689.62	99.99%	\$46.71
2009	\$685,290.90	\$685,290.90	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$39.79	\$47.25	0.00%	\$7.46
DISC	\$0.00			
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 6230

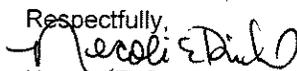
REAL-PERSONAL  
TOWN OF GROVER

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$2,595.36		
2018	\$349.51		
2017	\$333.41		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$3,278.28	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$187.50	
TOLERANCE	(\$0.31)	
SUBTOTAL	\$3,465.47	079.000.2.240.00
2% COLL FEE	(\$69.31)	010.413.4.540.00
TOTAL	\$3,396.16	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>03/31/20</u>				
2019	\$130,956.43		\$135,566.03	96.60%	\$4,609.60
2018	\$119,371.94		\$120,177.50	99.33%	\$805.56
2017	\$117,567.33		\$117,935.42	99.69%	\$368.09
2016	\$117,816.25		\$118,153.55	99.71%	\$337.30
2015	\$120,861.46		\$121,125.85	99.78%	\$264.39
2014	\$120,665.70		\$120,971.20	99.75%	\$305.50
2013	\$117,851.74		\$118,142.49	99.75%	\$290.75
2012	\$120,084.00		\$120,121.56	99.97%	\$37.56
2011	\$119,515.80		\$119,546.48	99.97%	\$30.68
2010	\$118,669.21		\$118,717.44	99.96%	\$48.23
2009	\$117,042.01		\$117,042.01	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$112.80	\$112.80	\$173.86	0.00%	\$61.06
DISC	(\$0.57)	\$112.23			
TOL	\$0.00	\$0.00	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
CITY OF KINGS MOUNTAIN

VENDOR 7770

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$47,970.06		
2018	\$789.58		
2017	\$546.66		
2016	\$11.45		
2015	\$11.22		
2014	\$15.24		
2013	\$9.43		
2012	\$9.92		
2011	\$10.45		
2010	\$11.00		
2009			

SUB TOTAL	\$49,385.01
DISCOUNT	
INTEREST	\$2,053.90
TOLERANCE	(\$0.47)
SUBTOTAL	\$51,438.44
2% COLL FEE	(\$1,028.77)
TOTAL	\$50,409.67

ACCOUNT NOS.

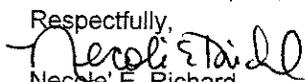
080.000.2.240.00  
010.413.4.540.00  
10.000.1.203.00  
WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$6,712,563.88	\$6,794,324.69		98.80%	\$81,760.81
2018	\$6,564,890.12	\$6,593,928.50		99.56%	\$29,038.38
2017	\$5,236,507.00	\$5,247,898.32		99.78%	\$11,391.32
2016	\$4,658,862.21	\$4,667,420.25		99.82%	\$8,558.04
2015	\$3,866,645.66	\$3,872,454.49		99.85%	\$5,808.83
2014	\$3,666,817.51	\$3,676,875.56		99.73%	\$10,058.05
2013	\$3,144,866.40	\$3,148,433.74		99.89%	\$3,567.34
2012	\$2,392,725.05	\$2,395,168.71		99.90%	\$2,443.66
2011	\$2,322,257.70	\$2,324,873.03		99.89%	\$2,615.33
2010	\$2,255,219.14	\$2,257,331.26		99.91%	\$2,112.12
2009	\$2,177,553.73	\$2,177,553.73		100.00%	\$0.00

2009-20	CITY MUN			\$2,083.70
2019	CITY MUN	\$34,499.37	\$35,899.45	\$1,400.08

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

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>	
TAX	\$113.16	\$1,581.04	\$1,646.60	0.00%	\$65.56
DISC	(\$0.56)	\$112.60			
TOL	\$0.00	\$0.00	INT		

Respectfully,  
  
Necole E. Richard  
Tax Collector

VENDOR 8010

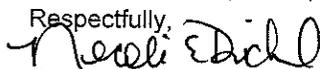
REAL-PERSONAL  
TOWN OF LATTIMORE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$462.14		
2018	\$5.29		
2017	\$19.07		
2016	\$0.77		
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$487.27	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$16.94	
TOLERANCE	(\$0.09)	
SUBTOTAL	\$504.12	081.000.2.240.00
2% COLL FEE	(\$10.08)	010.413.4.540.00
TOTAL	\$494.04	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>03/31/20</u>				
2019	\$31,908.93		\$33,046.64	96.56%	\$1,137.71
2018	\$32,293.22		\$32,516.04	99.31%	\$222.82
2017	\$30,830.28		\$31,010.85	99.42%	\$180.57
2016	\$31,561.52		\$31,583.55	99.93%	\$22.03
2015	\$33,201.44		\$33,208.85	99.98%	\$7.41
2014	\$33,877.20		\$33,884.61	99.98%	\$7.41
2013	\$27,774.44		\$27,780.51	99.98%	\$6.07
2012	\$31,694.01		\$31,704.40	99.97%	\$10.39
2011	\$30,718.52		\$30,726.14	99.98%	\$7.62
2010	\$30,091.97		\$30,098.80	99.98%	\$6.83
2009	\$30,031.56		\$30,031.56	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
CLEVELAND CO. SANITARY DISTRICT  
 CLEVELAND COUNTY WATER

VENDOR 14350

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$11,276.08		
2018	\$443.99		
2017	\$219.73		
2016	\$49.06		
2015	\$26.93		
2014	\$28.59		
2013	\$11.93		
2012	\$0.19		
2011			
2010	\$1.87		
2009			

SUB TOTAL	\$12,058.37	<u>ACCOUNT NOS.</u>
DISCOUNT	(\$0.01)	
INTEREST	\$632.09	
TOLERANCE	(\$0.47)	
SUBTOTAL	\$12,689.98	082.000.2.240.00
2% COLL FEE	(\$253.80)	010.413.4.540.00
TOTAL	\$12,436.18	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>03/31/20</u>				
2019	\$794,661.11		\$829,232.81	95.83%	\$34,571.70
2018	\$746,755.05		\$755,933.55	98.79%	\$9,178.50
2017	\$732,246.07		\$737,028.22	99.35%	\$4,782.15
2016	\$730,026.14		\$732,656.30	99.64%	\$2,630.16
2015	\$728,785.34		\$730,786.50	99.73%	\$2,001.16
2014	\$714,608.39		\$715,974.26	99.81%	\$1,365.87
2013	\$714,436.80		\$715,440.73	99.86%	\$1,003.93
2012	\$692,684.20		\$693,442.96	99.89%	\$758.76
2011	\$642,677.69		\$643,326.28	99.90%	\$648.59
2010	\$632,881.61		\$633,525.22	99.90%	\$643.61
2009	\$631,762.29		\$631,762.29	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$163.03	\$415.69	\$1,798.93	23.11% \$1,383.24
DISC	(\$0.06)	\$184.07		
TOL	\$0.00	\$21.10	INT	

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 7865

REAL-PERSONAL  
TOWN OF KINGSTOWN

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$2,168.09		
2018	\$99.31		
2017	\$23.54		
2016	\$38.39		
2015	\$4.02		
2014			
2013			
2012			
2011			
2010	\$30.65		
2009			

SUB TOTAL	\$2,364.00	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$170.90	
TOLERANCE		
SUBTOTAL	\$2,534.90	083.000.2.240.00
2% COLL FEE	(\$50.70)	010.413.4.540.00
TOTAL	\$2,484.20	10.000.1.203.00
		WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$58,311.81	\$71,773.63	81.24%	\$13,461.82	
2018	\$65,567.27	\$71,430.30	91.79%	\$5,863.03	
2017	\$49,029.87	\$51,928.14	94.42%	\$2,898.27	
2016	\$50,485.77	\$52,117.89	96.87%	\$1,632.12	
2015	\$66,165.04	\$67,620.03	97.85%	\$1,454.99	
2014	\$67,133.36	\$68,254.96	98.36%	\$1,121.60	
2013	\$68,575.63	\$68,953.97	99.45%	\$378.34	
2012	\$68,639.16	\$68,981.82	99.50%	\$342.66	
2011	\$68,494.12	\$68,584.67	99.87%	\$90.55	
2010	\$68,914.13	\$69,111.07	99.72%	\$196.94	
2009	\$67,631.86	\$67,631.86	100.00%	\$0.00	

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
*Necole E. Richard*  
Necole E. Richard  
Tax Collector

VENDOR 5120

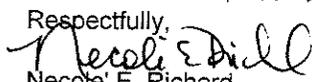
REAL-PERSONAL  
TOWN OF FALLSTON

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$306.57		
2018	\$0.03		
2017	\$21.92		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$328.52	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$17.11	
TOLERANCE		
SUBTOTAL	\$345.63	084.000.2.240.00
2% COLL FEE	(\$6.91)	010.413.4.540.00
TOTAL	\$338.72	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$18,138.12	\$18,880.39	96.07%	\$742.27	
2018	\$18,805.05	\$18,932.85	99.32%	\$127.80	
2017	\$18,499.35	\$18,509.14	99.95%	\$9.79	
2016	\$18,527.39	\$18,533.75	99.97%	\$6.36	
2015	\$20,213.05	\$20,316.31	99.49%	\$103.26	
2014	\$18,703.94	\$18,794.58	99.52%	\$90.64	
2013	\$18,679.04	\$18,720.08	99.78%	\$41.04	
2012	\$18,710.03	\$18,742.53	99.83%	\$32.50	
2011	\$18,260.93	\$18,267.75	99.96%	\$6.82	
2010	\$18,098.16	\$18,109.23	99.94%	\$11.07	
2009	\$17,902.61	\$17,902.61	100.00%	\$0.00	

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 4640

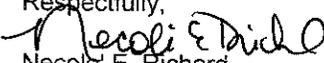
REAL-PERSONAL  
TOWN OF EARL

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$250.55		
2018			
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$250.55	<u>ACCOUNT NOS.</u>
DISCOUNT		
INTEREST	\$8.80	
TOLERANCE		
SUBTOTAL	\$259.35	085.000.2.240.00
2% COLL FEE	(\$5.19)	010.413.4.540.00
TOTAL	\$254.16	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>03/31/20</u>				
2019	\$15,782.36	\$16,891.52	93.43%	\$1,109.16	
2018	\$16,395.55	\$16,537.94	99.14%	\$142.39	
2017	\$15,083.07	\$15,216.00	99.13%	\$132.93	
2016	\$14,744.15	\$14,780.51	99.75%	\$36.36	
2015	\$14,679.88	\$14,728.00	99.67%	\$48.12	
2014	\$14,912.14	\$14,953.71	99.72%	\$41.57	
2013	\$14,738.04	\$14,759.57	99.85%	\$21.53	
2012	\$14,365.31	\$14,402.34	99.74%	\$37.03	
2011	\$13,884.13	\$13,926.77	99.69%	\$42.64	
2010	\$13,979.73	\$14,022.37	99.70%	\$42.64	
2009	\$14,540.82	\$14,540.82	100.00%	\$0.00	

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 11240

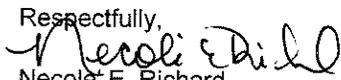
REAL-PERSONAL  
TOWN OF POLKVILLE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$128.80		
2018			
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	\$128.80	
DISCOUNT		<u>ACCOUNT NOS.</u>
INTEREST	\$4.30	
TOLERANCE	(\$0.05)	
SUBTOTAL	\$133.05	086.000.2.240.00
2% COLL FEE	(\$2.66)	010.413.4.540.00
TOTAL	\$130.39	

YEAR	TAXES COLLECTED THRU			
	03/31/20	LEVY	% COLLECTED	UNCOLLECTED
2019	\$12,293.23	\$12,479.74	98.51%	\$186.51
2018	\$12,279.14	\$12,302.07	99.81%	\$22.93
2017	\$12,008.70	\$12,052.25	99.64%	\$43.55
2016	\$11,802.24	\$11,813.19	99.91%	\$10.95
2015	\$12,055.19	\$12,061.74	99.95%	\$6.55
2014	\$11,590.39	\$11,604.64	99.88%	\$14.25
2013	\$11,756.43	\$11,761.61	99.96%	\$5.18
2012	\$11,547.53	\$11,547.86	100.00%	\$0.33
2011	\$11,580.91	\$11,580.94	100.00%	\$0.03
2010	\$12,105.78	\$12,105.78	100.00%	\$0.00
2009	\$11,504.79	\$11,504.79	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$4.18	0.00%	\$4.18
DISC	\$0.00			
TOL	\$0.00	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

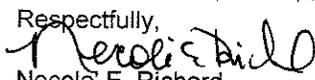
VENDOR 8060

REAL-PERSONAL  
TOWN OF LAWNSDALE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$1,515.41		
2018	\$123.89		
2017	\$50.42		
2016			
2015	\$36.54		
2014			
2013			
2012			
2011			
2010			
2009			
SUB TOTAL	<u>\$1,726.26</u>		<u>ACCOUNT NOS.</u>
DISCOUNT			
INTEREST	\$77.56		
TOLERANCE			
SUBTOTAL	<u>\$1,803.82</u>		087.000.2.240.00
2% COLL FEE	<u>(\$36.08)</u>		010.413.4.540.00
TOTAL	<u>\$1,767.74</u>		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>03/31/20</u>				
2019	\$60,349.99		\$65,230.89	92.52%	\$4,880.90
2018	\$42,545.13		\$43,592.04	97.60%	\$1,046.91
2017	\$42,817.32		\$43,433.51	98.58%	\$616.19
2016	\$42,170.46		\$42,482.11	99.27%	\$311.65
2015	\$45,698.20		\$46,009.12	99.32%	\$310.92
2014	\$44,390.55		\$44,697.65	99.31%	\$307.10
2013	\$44,638.83		\$44,918.54	99.38%	\$279.71
2012	\$44,351.94		\$44,558.75	99.54%	\$206.81
2011	\$44,128.33		\$44,306.00	99.60%	\$177.67
2010	\$44,150.03		\$44,337.99	99.58%	\$187.96
2009	\$46,636.79		\$46,636.79	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$8.95	\$8.95	0.00%	\$0.00
DISC	\$0.00			
TOL	\$0.00 \$0.00			
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 2330

REAL-PERSONAL  
TOWN OF CASAR

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$215.39		
2018	\$10.73		
2017	\$0.88		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

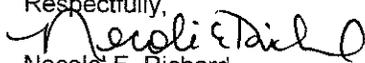
SUB TOTAL	<u>\$227.00</u>
DISCOUNT	
INTEREST	\$9.84
TOLERANCE	<u>(\$0.03)</u>
SUBTOTAL	\$236.81
2% COLL FEE	<u>(\$4.74)</u>
TOTAL	\$232.07

ACCOUNT NOS.

088.000.2.240.00  
010.413.4.540.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>			
	<u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$5,467.35	\$5,883.70	92.92%	\$416.35
2018	\$5,598.32	\$5,683.96	98.49%	\$85.64
2017	\$5,757.74	\$5,758.29	99.99%	\$0.55
2016	\$5,682.95	\$5,683.32	99.99%	\$0.37
2015	\$5,553.17	\$5,555.64	99.96%	\$2.47
2014	\$5,581.71	\$5,583.97	99.96%	\$2.26
2013	\$5,577.02	\$5,579.23	99.96%	\$2.21
2012	\$5,600.50	\$5,600.50	100.00%	\$0.00
2011	\$5,607.04	\$5,616.73	99.83%	\$9.69
2010	\$5,720.53	\$5,731.81	99.80%	\$11.28
2009	\$5,712.49	\$5,712.49	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
Necole E. Richard  
Tax Collector

VENDOR 14630

REAL-PERSONAL  
TOWN OF WACO

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
<u>DEF REV</u>			<u>2020</u>
2019	\$271.10		
2018			
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SUB TOTAL	<u>\$271.10</u>
DISCOUNT	
INTEREST	\$19.63
TOLERANCE	
SUBTOTAL	<u>\$290.73</u>
2% COLL FEE	<u>(\$5.81)</u>
TOTAL	<u>\$284.92</u>

<u>ACCOUNT NOS.</u>
089.000.2.240.00
010.413.4.540.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>			
	<u>03/31/20</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2019	\$23,396.01	\$25,517.05	91.69%	\$2,121.04
2018	\$24,443.63	\$24,761.93	98.71%	\$318.30
2017	\$24,774.25	\$24,832.06	99.77%	\$57.81
2016	\$24,291.47	\$24,371.21	99.67%	\$79.74
2015	\$23,857.19	\$23,953.46	99.60%	\$96.27
2014	\$28,910.85	\$29,075.06	99.44%	\$164.21
2013	\$19,983.62	\$20,077.89	99.53%	\$94.27
2012	\$21,139.20	\$21,222.22	99.61%	\$83.02
2011	\$18,625.80	\$18,708.82	99.56%	\$83.02
2010	\$17,089.45	\$17,162.70	99.57%	\$73.25
2009	\$12,909.31	\$12,909.31	100.00%	\$0.00

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	0.00%	\$0.00
DISC	\$0.00	\$0.00		
TOL	\$0.00	\$0.00		
		INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 10910

REAL-PERSONAL  
TOWN OF PATTERSON SPRINGS

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$337.64		
2018	\$13.56		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$351.20	
DISCOUNT		
INTEREST	\$20.65	
TOLERANCE	(\$0.02)	
TOTAL	\$371.83	091.000.2.240.00
2% COLL FEE	(\$7.44)	010.413.4.540.00
TOTAL	\$364.39	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	03/31/20			
2019	\$30,084.11	\$31,403.15	95.80%	\$1,319.04
2018	\$30,088.40	\$30,588.31	98.37%	\$499.91
2017	\$29,790.78	\$30,084.26	99.02%	\$293.48

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$0.00	\$0.00	#DIV/0!	\$0.00
DISC	\$0.00			
TOL	\$0.00	INT		

Respectfully,  
*Necole E. Richard*  
Necole E. Richard  
Tax Collector

VENDOR 1180

REAL-PERSONAL  
TOWN OF BELWOOD

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>MARCH</u>
DEF REV			2020
2019	\$767.07		
2018	\$31.63		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

ACCOUNT NOS.

SUB TOTAL	\$798.70	
DISCOUNT		
INTEREST	\$35.22	
TOLERANCE	(\$0.09)	
TOTAL	\$833.83	092.000.2.240.00
2% COLL FEE	(\$16.68)	010.413.4.540.00
TOTAL	\$817.15	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>03/31/20</u>				
2019	\$22,905.38		\$24,562.34	93.25%	\$1,656.96
2018	\$22,280.37		\$23,119.61	96.37%	\$839.24

<u>2020 DEF REV COLL</u>	<u>TAX</u>	<u>LEVY</u>	<u>%COLLECTED</u>	<u>UNCOLLECTED</u>
TAX	\$24.06	\$51.86	46.39%	\$27.80
DISC	\$0.00			
TOL	\$0.00	INT		

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Cooperative Extension: Budget Amendment (BNA#052)**

---

**Department:** Cooperative Extension

**Agenda Title:** Budget Amendment (BNA#052)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> bna052_4_21.pdf	Cooperative Extension: Budget Amendment (BNA#052)



CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

10:07:42 07 APR 2020

-----  
Receipt Number 14928  
Date 03/19/2020  
Payer CHRIS SMITH  
Description ID#2569 MULCH LAYER-C SMITH  
Type Cash  
Cash Account 010-000-1-130-01  
Amount 4,196.00

=====  
010-495-4-800-00 MISCELLANEOUS REVENUE R 3,881.30  
ID#2569 MULCH LAYER-C SMITH  
010-000-2-340-00 GOV DEALS AUCTION PAYABLE L 314.70  
ID#2569 MULCH LAYER-C SMITH

TOTAL RECEIPTS -----  
4,196.00  
-----

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Cooperative Extension: Budget Amendment (BNA#053)**

---

**Department:** Cooperative Extension

**Agenda Title:** Budget Amendment (BNA#053)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> BNA053_05.05.20.pdf	Cooperative Extension:Budget Amendment (BNA#053)







CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

15:50:01 21 APR 2020

-----  
Receipt Number 15461  
Date 04/13/2020  
Payer CO-OP  
Description 4/9 CO-OP  
Type Memo  
Cash Account 010-000-1-130-01  
Amount 1,341.00

=====  
010-495-4-410-00 LOCAL & OTHER GRANTS R 1,341.00  
R#229334

TOTAL RECEIPTS -----  
1,341.00 -----



Front

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

229334

**Isothermal Planning & Development**  
 P O Box 841  
 Rutherfordton, NC 28139-0841

Wells Fargo  
 Rutherfordton, NC 28139  
 053000219

17809

CHECK VOID IF OVER \*\*\*\*\*1,341.00  
 CHECK VOID AFTER 90 DAYS

DATE	AMOUNT
03/30/2020	*****1,341.00

PAY ONE THOUSAND THREE HUNDRED FORTY-ONE AND XX / 100

TO THE ORDER OF NC COOPERATIVE EXTENSION  
 130 S. POST RD  
 SUITE 1  
 SHELBY, NC 28152

*Rebecca A. Evans*  
*RE*

NEAR SENSITIVE  
 CO-BRANDING

⑈ 17809⑈ ⑆ 053000219⑆ 2078681004484⑈

Back

253170279 566 0049

4/9/2020 555 110 0049 253170279

ENDORSE HERE

**FOR DEPOSIT ONLY**  
 CLEVELAND COUNTY  
 COOPERATIVE EXTENSION

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
 FOR FINANCIAL INSTITUTION USAGE ONLY

**\* SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS**

SECURITY FEATURE	DESCRIPTION
Heat Sensitive Lock Box	Responds to heat and will not open when heated
Micro Print	Micro print is used throughout the document
Color Dispersed	Color is dispersed throughout the document
Variable Data	Variable data is used throughout the document
Security Features	Security features are used throughout the document

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

10:05:23 11 FEB 2020

-----  
Receipt Number 8994  
Date 07/23/2019  
Payer CO-OP  
Description 7/12 CO-OP  
Type Memo  
Cash Account 010-000-1-130-01  
Amount 3,189.93

=====

010-495-4-510-00 DEPARTMENTAL FEES	R	3,189.93
R#420858		

TOTAL RECEIPTS

-----  
3,189.93  
-----

Sb

4.410. ~~000~~ DD

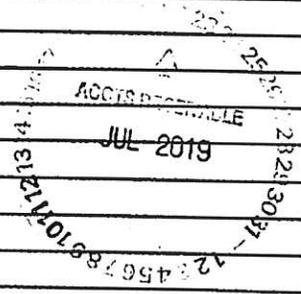
CJE

DWJ KL

2/11/20

**CO-OPERATIVE EXTENSION DEPOSIT RECAP SHEET**

<b>DEPOSIT DATE</b>	7/12/2019	<b>PREPARED BY</b>	Annie Thompson
<b>DEPARTMENTAL FEES GRG Grant</b>			
Isothermal Reimbursement Grant for GRG Program Receipt#420858			\$ 3,189.93
<b>TOTAL FOR 10.495.4.410.00</b>			<b>\$ 3,189.93</b>
<b>AG CONTRIBUTIONS AND REVENUE</b>			
<b>TOTAL FOR 010.495.4.810.00</b>			
<b>DEPARTMENTAL FEES - 4H ENHANCEMENTS</b>			
<b>TOTAL FOR 10.495.4.510.90</b>			
<b>DEPARTMENTAL FEES FOOD PRESERVATION &amp; HOME HORTICULTURE</b>			
<b>TOTAL FOR 10.495.4.510.94</b>			
<b>DEPARTMENTAL FEES - YOUTH DAIRY STEER PROJECT</b>			
<b>TOTAL FOR 10.495.4.810.99</b>			
<b>DEPARTMENTAL FEES - SUMMER FUN</b>			
<b>TOTAL FOR 10.495.4.510.96</b>			
			<b>Total Deposit \$ 3,189.93</b>



- Account Balance Inquiry
- Wildcard Budget Inquiry
- Budget Transfers
- Budget Transfer Register
- Budget Transfer Report
- User Transfer Report
- Transfers to be Approved Report
- Transfer Approvals
- Processed Transfer Report
- Budget Transfer Register
- Budget Supplement Entry
- Budget Supplement Register
- Post Payroll Encumbrances
- Chart of Accounts Maintenance
- Funds File Maintenance
- Funds Period Status Change
- COA Element Table Entry
- Modify Beginning Balance
- Year-End Rollover
- Rebuild Vendor Totals
- Wildcard Account Status Update
- Journal Entry
- Journal Entry Listings
- Standard/Recurring Journal Entry
- Standard/Recurring Journal Entry Listing
- Import Journal Entries
- Account Balance Inquiry
- Wildcard Budget Inquiry
- Vendor Inquiry
- Requisition Inquiry
- Purchase Order Inquiry
- AP Invoice Inquiry
- Check History Inquiry
- Cash Receipts Inquiry
- Budget Transfer Inquiry
- Budget Supplement Inquiry
- Journal Entries Inquiry
- Budget Preparation Inquiry
- Printer Setup

Account #: 010-495-4-810-00

CONTRIBUTIONS/DONATIONS

Valid

Revenue

Start Period or Year:

Fiscal 20

==> End Period:

Fiscal 20

Original Budget/Balance

3,000.00

Adjustments

0.00

Transfers

0.00

Adjusted Budget

3,000.00

Encumbrances - Current

0.00

Encumbrances - Prior

0.00

Encumbrances - Total

0.00

Requested

0.00

Debits / Expenses

0.00

Credits / Receipts

4,307.04

Account Balance

4,307.04

Account Detail

Available Budget

<1,307.04>

Print Summary

OK

Cancel

Clear

Full Time Equivalency

- Account Balance Inquiry
- Wildcard Budget Inquiry
- Budget Transfers
- Budget Transfer Register
- Budget Transfer
- User Transfer Report
- Transfers to be Approved Report
- Transfer Approvals
- Processed Transfer Report
- Budget Transfer Register
- Budget Supplement Entry
- Budget Supplement Register
- Post Payroll Encumbrances
- Chart of Accounts Maintenance
- Funds File Maintenance
- Funds Period Status Change
- COA Element Table Entry
- Modify Beginning Balance
- Year-End Salaries
- Rebuild Vendor Totals
- Wildcard Account Status Update
- Journal Entry
- Journal Entry Listings
- Standard/Recurring Journal Entry
- Standard/Recurring Journal Entry Listing
- Import Journal Entries
- Account Balance Inquiry
- Wildcard Budget Inquiry
- Vendor Inquiry
- Requisition Inquiry
- Purchase Order Inquiry
- AP Invoice Inquiry
- Check History Inquiry
- Cash Receipts Inquiry
- Budget Transfer Inquiry
- Budget Supplement Inquiry
- Journal Entries Inquiry
- Budget Preparation Inquiry
- Printer Setup

Account #: 010-495-4-810-00

CONTRIBUTIONS/DONATIONS Valid Revenue

Keystone Financials View Account Credits KFI110

Date	Typ	Trans Id	Vendor Desc	Credits
081219	CRE	9640	8/12 CO-OP	282.42
013120	CRE	13793	1/31 CO-OP	613.86
021220	CRE	13952	2/6 CO-OP	1095.75
021220	CRE	13953	2/6 CO-OP	250.00
031020	CRE	14635	3/9 CO-OP	877.43
031020	CRE	14638	3/9 CO-OP	1000.00
031920	CRE	14976	3/19 CO-OP	187.58

Print Detail Refine List OK Cancel Clear

Print Summary OK Cancel Clear

Full Time Equivalency



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Health Department: Budget Amendment (BNA#054)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#054)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA054_05.05.20.pdf	Health Dept:WIC: Budget Amendment (BNA#054)

BUDGET ORDINANCE AMENDMENT

BNA # 054

TO BE SUBMITTED TO BOARD MEETING May 5, 2020

FROM: BUDGET OFFICER  
 THRU: FINANCE OFFICE  
 FOR DEPT: HEALTH  
 DATE: April 22, 2020

SIGNATURES:

  
 Finance Director  
  
 Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>012.540.4.310.40</u>		<u>WIC</u>	<u>Federal Grants-WIC-CS</u>	<u>\$17,289.00</u>	
<u>012.540.5.210.40</u>		<u>WIC</u>	<u>Departmental Supply-WIC-CS</u>	<u>\$2,470.00</u>	
<u>012.540.5.910.40</u>		<u>WIC</u>	<u>Capital Equipment-WIC-CS</u>	<u>\$ 14,819.00</u>	

Explanation of Revisions: Budget additional WIC Special Funding to assist with COVID-19 barriers. The WIC Department would like to use funds to purchase Laptops and equipment to assist with Telehealth and Remote Access for staff.

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

\_\_\_\_\_  
 Henry Earle, Clerk to the Board

RETURN TO COUNTY FINANCE OFFICE

cc: Personnel      Batch # \_\_\_\_\_  
 cc: Purchasing    By \_\_\_\_\_



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor  
MANDY COHEN, MD, MPH • Secretary  
MARK T. BENTON • Assistant Secretary for Public Health  
Division of Public Health

April 21, 2020

MEMORANDUM

**TO:** Rebecca Slayton, WIC Director  
Cleveland County WIC Program

**FROM:** Kim Lovenduski, Deputy Director  
Nutrition Services Branch

**SUBJECT:** WIC Special Funding Opportunity Approval – Phase 1

Thank you for submitting your FY2020 Special Funding Opportunity- Phase 1 Application. We are pleased to provide you with approval to purchase the following items:

QTY	ITEM	SFY	UNIT COST	TOTAL COST
13	Dell 3400 Laptop	2020	\$570.00	\$7410.00
13	8 GB RAM	2020	\$80.00	\$1040.00
13	USB/Thunderbolt Universal Docking Station	2020	\$150.00	\$1950.00
13	AC Adapter/Power Supply	2020	\$35.00	\$455.00
13	Dell Monitor	2020	\$97.00	\$1261.00
13	Nylon Carrying Case	2020	\$20.00	\$260.00
13	Brother Laser Printer	2020	\$169.99	\$2209.87
13	Topaz Signature Terminal	2020	\$207.93	\$2703.09
			<b>Total</b>	<b>\$17,288.96</b>

910  
910  
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210  
210  
910

Plus Shipping, Handling and Taxes

Please note:

1. If the purchase price exceeds the amount approved, you must request approval of the excess before incurring the cost and use agency funds to cover the additional costs.
2. Submit a copy of the invoice for equipment to the NC Department of Health and Human Services, Nutrition Services Branch, Attention: Karen Mason, 5601 Six Forks Road, 1914 Mail Service Center, Raleigh, NC 27699-1914, at the time you report the expenditure. The

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH • NUTRITION SERVICES BRANCH

LOCATION: 5601 Six Forks Road, Building 2, Raleigh, NC 27609  
MAILING ADDRESS: 1914 Mail Service Center, Raleigh, NC 27699-1914  
www.ncdhhs.gov • TEL: 919-707-5800 • FAX: 919-870-4818

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invoice should indicate the actual cost of each item including discount and sales tax and any serial or identification number.

3. If you no longer wish to purchase the equipment listed above please submit notification to the NC Department of Health and Human Services, Nutrition Services Branch, Attention: Karen Mason, 5601 Six Forks Road, 1914 Mail Service Center, Raleigh, NC 27699-1914.

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**North Carolina WIC Program  
Special Funding Opportunity Guidance – Phase 1  
FFY2019-2020**

**APPLICATION DEADLINE: 12:00 PM on April 30, 2020**

The Nutrition Services Branch is pleased to offer the first of two time-limited funding opportunities for Special Projects this federal fiscal year (FFY), which ends September 30, 2020. This first opportunity is intended to address barriers related to COVID-19 (staffing, equipment, etc.).

If funds are available, a second phase will be made available in early May. Phase 2 is for more complex needs that will require more extensive planning and multiple bids (renovations, outreach strategies, etc). Phase 2 funding will be available from June 1 – September 30, 2020.

**Funding Requirements – Phase 1:**

All Local Agencies are eligible to apply for funding, however SFY 2019-2020 projected lapsed funding by agency will be taken into consideration when reviewing an application. Attachment 1 details the lapsed funding by local agency for SFY 2019-2020 using expenditures entered into the Aid to County System through March 31, 2020. Agencies that we are projecting to lapse more than 3% are highlighted in yellow. Agencies projected to lapse funds may still apply but they must submit a plan for utilizing the funding they currently have in place.

Addressing food insecurity and meeting the needs of new applicants is a top priority for NC. To ensure this is being accomplished, all local agencies applying for this funding must ensure that they will have a phone line designated to WIC that is staffed during business hours for appointments. Agencies with multi-program lines will be considered if they are staffed so that callers can easily reach a live person to discuss WIC eligibility or services. Phone systems that do not provide easy access to a live person will not be considered.

**Timeline for Special Funding Opportunity – Phase 1:**

- Grant applications are due by Noon on April 30, 2020 (Attachment 2, Statement of Need and Action Plan(s)). Late applications will not be accepted.
- Notification of Grant Awards, or follow-up, will be provided no later than May 8, 2020.
- Local agencies will need to let us know how much of the funding will be needed in SFY 19-20 (service period ends May 31<sup>st</sup>) or the first quarter of SFY 20-21 (service period June 1<sup>st</sup> – September 30<sup>th</sup>). Services and/or equipment procured through this funding must be received or encumbered no later than September 30<sup>th</sup>, 2020 to be in compliance with federal regulations.
- Expenditures must be reported in the Aid to County System by June 15, 2020 for SFY 19-20 and November 15, 2020 for SFY 20-21.

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**Examples of how the funds can be used:**

Applications submitted for Special Funding Opportunity – Phase 1, should focus on funding needed to support the increasing demand for services due to COVID-19 and remote work, as applicable:

- Temporary staffing to assist with direct service provision, as well as answering telephones and scheduling appointments.
- Equipment that will allow employees to work remotely, such as (but not limited to): laptops, docking stations, portable printers and scanners, VPN, Wi-Fi, cell phones, etc.
- Other – Local Agencies will be able to designate other needs related to addressing increase demand for services due to COVID-19.

**GUIDELINES**

All requests for Special Funding must be accompanied by at least one Statement of Need (Item A below) and a completed Application (Attachment 2). Additionally, equipment requests should follow the requirements as outlined below in Item B.

**A. Statement of Need (Required of all applications)**

Each item included in the Application (Attachment 2) must be addressed in a Statement of Need, including narrative detailing how the item will assist with meeting changing needs due to COVID-19, and a detail of steps to be taken after funds have been received.

**B. Equipment Requests**

Attachment 3 provides a list of preselected laptops and docking stations that are on State Contract and meet programmatic requirements to help expedite the approval process (eliminates requirement for two bids and evaluation process). The equipment has been screened to ensure that it has peripheral equipment needed to support telehealth (microphone, speakers, and camera – plus some have ports for headsets), should that opportunity become available.

If you are in an agency that has staff working from home, your plan may include having designated staff that are teleworking answer your main line remotely. Many phone companies offer the ability to have a phone line ring to a cell phone(s) simultaneously or call forwarding. As applicable, please reach out to your phone provider to see what options are available.

If non-state contract items are being requested, two bids should be attached to the application. Requests must meet existing guidelines for use of WIC Program Funds.

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Local agencies are strongly encouraged to purchase docking stations instead of PCs so that they can use their computer remotely. This eliminates the need for staff to have both a PC and a laptop.

**State Contract sites**

Non-computer related equipment: <https://ncadmin.nc.gov/statewide-term-contracts>

Computer/IT equipment: <https://it.nc.gov/resources/it-strategic-sourcing/statewide-it-contracts>.

The application will suffice as an official equipment request.

There is no cap on the total amount an agency may request. Award amounts will be determined based on the availability of funds and the Statement of Need provided through the application process. The WIC Special Funding Opportunity – Phase 1 will be funded if the criteria outlined in this announcement are met, funds are available, proposed expenditures meet existing guidelines for WIC funds, and the purchase/project is approved by the Nutrition Services Branch.

Send Applications to:

**Email:** [Sheila.Hirt@dhhs.nc.gov](mailto:Sheila.Hirt@dhhs.nc.gov) and cc: [Lisa.Dupree@dhhs.nc.gov](mailto:Lisa.Dupree@dhhs.nc.gov), or FAX: 919-870-4818

*Important: If you do not receive email confirmation of receipt, please contact Sheila Hirt at 919-707-5793 by 5:00 PM on April 30, 2020.*



To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	Dell 3400 Laptop	yes	\$570.00	13		\$7,410.00	\$ 7410.00 SFY 20; \$ SFY21
Per IT, extra memory is needed to go along with the new laptops							
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	8 GB Ram	yes	\$80.00	13		\$1,040.00	\$ 1040.00 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	USB/Thunderbolt Universal Docking Station	yes	\$150.00	13		\$1,950.00	\$ 1950.00 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	ACAdapter/ Power Supply	yes	\$35.00	13		\$455.00	\$ 455.00 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	Dell Monitor	yes	\$97.00	13		\$1,261.00	\$ 1261.00 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	Nylon Carrying Case	yes	\$20.00	13		\$260.00	\$ 200.00 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	Topaz Signature Terminal	no	\$207.93	13		\$2,703.09	\$ 2703.09 SFY 20; \$ SFY21
To provide mobile/remote WIC services including but not limited to Telehealth to assist with meeting changing needs due to Covid-19	Brother Laser Printer	no	\$169.99	13		\$2,209.87	\$ 2209.87 SFY 20; \$ SFY21
<b>Total Cost - Equipment</b>						\$17,288.96	

Statement of Need - Other	Item Description	Cost per Unit	Number of Units	Additional Costs (Tax, Shipping, etc.)	Total Cost	Identify SFY Funding Need: SFY2020 (by 5/31/2020) SFY2021 (6/1/2020 - 9/30/2020)
					\$0.00	\$ SFY 20; \$ SFY21
					\$0.00	\$ SFY 20; \$ SFY21



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Brother - HL-L5100DN Black-and-White Laser Printer - Multi

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Order now and it will be ready for pickup Sat, Apr 25  
Your order will be brought out to your car using Best Buy Curbside Pickup.
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Brother - TN850 High-Yield Toner Cartridge - Black

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Brother - TN-820 Toner Cartridge - Black

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Enter CDW # or MFG #

Item	Availability	Price	Quantity	Item Total
 <p><b>Brother HL-L5100DN - printer - monochrome - laser</b>  MFG Part: HL5100DN  CDW Part: 4012731  UNSPSC: 43212105</p>	<p>In Stock  Get it <b>Wednesday, April 22</b> if ordered within 3 hrs 38 mins.</p>	<p><del>2299.99</del>  <b>\$179.99</b>  Advertised Price</p>		<p>\$179.99</p>

### Order Summary

Subtotal: \$179.99

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## Topaz SigLite T-L460-HSB Wired Signature Terminal

Mfg.Part: T-L460-HSB-R | CDW Part: 1117764 | UNSPSC: 43211720

Availability: • In Stock  
Get it **Wednesday, April 22** to **28:50**  
if ordered within 3 hrs 34 mins.

Was ~~\$250.00~~ SAVE \$41.01  
**\$208.99** Advertised Price

Claim Your 5% Discount  
Create an account to get My CDW Advantage today.

### Product Details

- 4.4 x 1.3 in
- wired
- USB

## Product Overview

### Main Features

- 4.4 x 1.3 in
- wired
- USB

SigLite LCD is Topaz's low-cost pressure-sensitive electronic signature capture pad. SigLite features all the high-quality biometric and forensic capture techniques of a SignatureGem LCD tablet but with a low-cost touchpad and stylus in place of the more rugged digitizing pen and inert tempered glass surface of the SigGem tablet series.

### Tech Specs

Specifications are provided by the manufacturer.

#### Header

Manufacturer:	Topaz Systems
Brand:	Topaz
Product Line:	Topaz SigLite LCD IX5
Model:	T-L460-HSB
Packaged Quantity:	1

#### Input Device

Product Type:	Signature terminal
Connectivity Technology:	Wired
Interface:	USB
Movement Resolution:	410
Active H-Area:	4.4 inch
Active V-Area:	1.3 inch
Features:	Touch pad, LCD screen



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### Topaz SigLite T-L460-HSB-R USB Electronic Signature Capture Pad (Non-Backlit)

by Topaz Systems

28 ratings | 11 answered questions

List Price: ~~\$250.00~~

Price: \$202.99 + \$4.94 shipping

You Save: \$47.01 (19%)

Not eligible for Amazon Prime. Available with free Prime shipping from other sellers on Amazon.

- Topaz SigLite T-L460 Electronic Signature Capture Pad - LCD - 4.40 x 1.30 Active Area LCD - USB - 410 PPI - RoHS, TAA Compliance

New & Used (15) from \$24.99

FREE Shipping

Report incorrect product information.

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\$202.99

+ \$4.94 shipping

Arrives: April 24 - 29

Deliver to lauri - Kings Mountain 28086

Only 7 left in stock - order soon.

Qty: 1

\$202.99 + \$4.94 shipping

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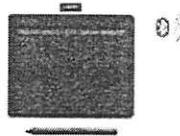
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Topaz SignatureGem T-LBK462-HSB-R 1X5 Backlit LCD Signature Capture Pad USB Connect...

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## Standard Laptop

2.1 Standard Laptop	Dell	HP	Lenovo
Unit Price	\$570.00	\$577.30	\$576.00
Vendor Part Number	000051533994/1	969731	20N9S1N800
Vendor Model Number	Latitude 3400	ProBook 440 G6	ThinkPad E490
Operating System	Windows 10 Pro 64 bit ONLY	Windows 10 Pro 64 bit ONLY	Windows 10 Pro 64 bit ONLY
Processor	Intel i3-8145U (2.1GHz, 4MB Cache)	Intel i3-8145U (2.1GHz, 4MB Cache)	Intel i3-8145U (2.1GHz, 4MB Cache)
Trusted Platform Module	TPM 2.0	TPM 2.0	TPM 2.0
Memory	8.0GB 2400MHz, with free slots, expandable to 16GB	8GB (1x8GB) DDR4 2400, with free slots, expandable to 16GB	8GB DDR4 2400MHz, with free slots, expandable to 16GB
Video	Intel® UHD Graphics 620	Intel® UHD Graphics 620	Intel HD Graphics 620
Video Display	14.0 Inch, FHD (1920 X 1080)	14" FHD (1920x1080) Anti-Glare LED UWVA	14.0 FHD (1920x1080) IPS
Hard Drive	M.2 256GB PCIe NVMe SSD	256GB PCIe NVMe Value SSD	M.2 2242 256GB SSD PCIe-NVMe TLC
Fingerprint	None	None	None
USB Ports	2x USB 3.1	USB-C 3.1 Gen 1/DisplayPort (Power Delivery) ; 2 x USB 3.1 Gen 1 ; USB 2.0 (powered) ; LAN ; HDMI ; Headphone/microphone combo jack	One USB 2.0, two USB 3.1 Gen 1 (one Always On), one USB 3.1 Type-C Gen 2 (with the function of Power Delivery and DisplayPort)
HDMI or DisplayPort	HDMI 1.4	1 HDMI 1.4; 1 DISPLAYPORT	HDMI 1.4b
Integrated NIC	Intel® i219LM 10/100/1000 Ethernet	Intel Integrated Gigabit Ethernet (10,100,1000), Wake on LAN	Integrated Gigabit Ethernet (10,100,1000), Wake on LAN
Bluetooth	Bluetooth 4.2	Bluetooth 5.0	Bluetooth 5.0
Internal Wireless Adapter	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	Intel 9560 ac 2x2 nvp + Bluetooth 5 WW 2Antennas	Intel Wireless-AC 9260, Wi-Fi 2x2 802.11ac + Bluetooth 5.0, M.2 card
Webcam	720p HD webcam	720p HD webcam	HD720p camera, fixed focus
Power	65W with 3' Cord	45W Power adapter w/ 1.0M Cord	65W AC Adapter (2pin) - US (USB Type C)
Battery	3 Cell 42Whr ExpressCharge	3 Cell 48Whr Long life battery- up to 15 hours.	Integrated Li-ion 45Wh battery, supports Rapid Charge (charge up to 80% in 1hr) with 65W AC adapter; Max: 13hr
Hardware Warranty	Onsite Service After Remote Diagnosis 3 Years	Includes 3 Year Next Business Day, On-Site	3YR NBD Onsite
Keep Hard Drive	Keep Your Hard Drive, 3 Year	Includes 3 Year HP Carepack for Disk Retentions Service	3YR KYD
Energy Consumption	ENERGY STAR® certified	ENERGY STAR® certified	ENERGY STAR certified
Environmental	EPEAT® Silver	EPEAT® Silver registered in the United States	EPEAT Silver
Unit dimensions and weight	13.0" x 0.76" x 9.37", 3.69 lbs	12.76 x 9.36 x 0.71 in, Starting at 3.53 lbs	12.96" x 9.53" x 0.78", Starting at 3.87 lb

### Standard Laptop Accessories

Standard Laptop Accessories						
Accessory Description/Item Number	Dell		HP		Lenovo	
	Vendor Part Number	Unit Price	Vendor Part Number	Unit Price	Vendor Part Number	Unit Price
Memory 8.0GB DDR3 SDRAM (1 DIMM) 2.07	A9210967	\$80.00	4VN06AA	\$60.00	4X70W30750	\$90.00
Port Replicator (Docking Station) 2.10	WD1990SAP	\$100.00	5TW10UT	\$125.31	40AS0090US	\$132.00
USB/Thunderbolt Universal Docking Station 2.31	452-BCYT	\$150.00	5TW10UT	\$125.31	40AS0090US	\$132.00
AC Adapter / Power Supply 2.20	492-BBME	\$35.00	H6Y88AA	\$15.79	4X20M26268	\$36.00
Nylon Carrying Case 2.29	460-BBYM	\$20.00	H2W17AA	\$18.94	4X40E77328	\$20.00

### Display Monitors

Note: Please review unit dimensions and assess space requirements when selecting a monitor.

5.1 Flat Panel Monitor			
	Dell	HP	Lenovo
Unit Price	\$97.00	\$125.00	\$99.00
Vendor Part Number	3000052260592/1	M1F41A8#ABA	61A9MAR1US
Vendor Model Number	P2018H	Elite E202	ThinkVision T22i-10
Display Type	IPS	IPS w/LED backlight	TFT-LCD, In-Plane Switching (IPS)
Aspect Ratio	16:9	16:9	16:9
Max / Native Resolution	1600x900 @ 60Hz	1600 x 900 @ 60 Hz	1920x1080
Response Time	8ms gray to gray	7 ms gray to gray	6ms (typical), 4ms (extreme mode)
Image Contrast Ratio	1000:1 (typical)	1000 to 1	1000:1 (typical)
Brightness	250 cd/m <sup>2</sup> (typical)	250 cd/m <sup>2</sup>	250 nits or cd/m <sup>2</sup> (typical)
Pixel Pitch	0.271 mm x 0.263 mm	0.27675 (H) x 0.27675 (V) mm	0.248 x 0.248 mm
Angle	(160° vertical / 170° horizontal)	178° H/V	178(H)/178(V)
Colors	16.7 million colors	Up to 16.7 million colors	16.7 million color
Input Signal	1 x DisplayPort 1 x HDMI 1 x VGA	(1) DisplayPort (1) HDMI (1) VGA	VGA DisplayPort 1.2 HDMI 1.4
Cables Included	VGA DisplayPort	(1) DisplayPort (1) VGA	VGA DisplayPort
Tilt Base	Tilt (5° to 21°)	-5° to +20°	Tilt: 30° back, -5° forward
Swivel	Swivel (45° to 45°)	±45°	swivel: (-180 to +180); detachable stand
Height Adjustable	Yes	Yes, 150 mm	Yes
Rotation Capable	Pivot (90° clockwise)	90° Pivotable	Rotation for portrait/landscape viewing (90 to portrait)
Mount	VESA comp.	100 mm VESA mount	VESA comp.
Hardware Warranty	3-Year Advanced Exchange Service and Premium Panel Guarantee	3YR Limited Warranty with Next Business Day On-site	3 Year Limited Warranty, with 3 Year next business day advanced exchange
Unit Dimensions and Weight	18.2" x 7.1" x 13.3", 13.51 lbs	18.85 x 7.44 x 19.42 in, 10.67 lbs.	14.08" H x 19.28" W x 9.92" D, 10.85 lbs.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Finance Department: Budget Amendment (BNA055)**

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**Department:** Finance Department

**Agenda Title:** Budget Amendment (BNA#055)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA055_05.05.20.pdf	Cap Proj FCC Shell Bldg Budget Amendment (BNA#055)



## PROJECT FUND AGREEMENT

This PROJECT FUND AGREEMENT is dated April 15, 2020 (the "Project Fund Agreement"), and is by and between the COUNTY OF CLEVELAND, NORTH CAROLINA, a body corporate and politic and a political subdivision of the State of North Carolina (the "County"), and TRUIST BANK ("Truist").

### RECITALS

The Borrower is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering an Installment Financing Contract, dated as of the date hereof (the "Contract"), between the Borrower and Truist. The purpose of the Contract is to provide for Truist's advance of \$5,950,000 to the Borrower to pay the costs of a shell building (the "Project") and to pay related financing costs. In partial consideration for Truist's entering into the Contract, the Borrower has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

**NOW, THEREFORE,** the parties agree as follows:

### **SECTION 1. DEFINITIONS.**

In this Project Fund Agreement, the term "Project Costs" means all costs of the design, planning, demolishing, constructing, acquiring, installing and equipping of the Project as determined in accordance with generally accepted accounting principles, including (a) sums required to reimburse the Borrower or its agents for advances made for any such costs, and (b) all closing costs or other costs related to the financing of the Project through the Contract and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Contract.

### **SECTION 2. PROJECT FUND.**

**2.1. Project Fund.** On the date hereof ("the Closing Date"), Truist shall deposit \$5,944,100 (consisting of the \$5,950,000 amount advanced less a fee of \$5,900 to be paid directly by Truist to its legal counsel) into a special account of the Borrower at Truist Bank to be designated "2020-00006 County of Cleveland Project Fund" (the "Project Fund"). The Project Fund shall be held separate and apart from all other funds or accounts of the Borrower. The Project Fund is the Borrower's property, but the Borrower may withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 2.3 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Truist to secure the Borrower's obligations under the Contract.

**2.2. Requisitions from Project Fund.** The Borrower may withdraw funds from the Project Fund only after authorization from Truist. Truist shall authorize the disbursement of

funds from the Project Fund only to the Borrower and only upon its receipt of one or more written requisitions in the form set forth in Exhibit A attached hereto signed by one of the designated Borrower Representatives named in Section 3.11 hereof. The Borrower shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Borrower, Truist shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) business days after such receipt shall notify the Borrower if it does not approve the requisition with the reasons for its disapproval. Truist has no obligation to make a review and any review by Truist is only for Truist's benefit. Truist shall not unreasonably withhold payment of any requisition.

### **2.3. Disposition of Project Fund Balance.**

(a) ***Upon completion*** - Promptly after the Project has been completed to the point that the Project is suitable for carrying out substantially all the purposes it is to serve for the Borrower, and the Borrower has withdrawn from the Project Fund all of the funds needed to complete the Project, the Borrower shall deliver to Truist a written certificate of completion executed by a Borrower Representative stating that (i) the Project has been completed, (ii) there are no mechanic's or other liens against the Project for labor or materials furnished in connection with the Project, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Truist may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) ***Upon default*** - Upon the occurrence of an Event of Default, Truist may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) ***After delay or inactivity*** - If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Truist's most recent receipt of a requisition for Project Costs, then Truist, upon 30 days' notice from Truist to the Borrower, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) ***Application of Project Fund balance*** - Truist may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Truist under the Contract, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of the Contract; and (v) to the payment of future Installment Payments in inverse order of maturity; provided, however, that (1) at the option of Truist, Truist may deliver funds held under this Project Fund Agreement to the Borrower to be applied to additional Project Costs or future debt service payments, and (2) in no event will Truist apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Borrower that such a use of funds could adversely affect the

exclusion from gross income for federal income tax purposes of the interest component of Installment Payments. Any prepayment hereunder shall not affect any other Borrower payment obligation under the Contract. Truist shall notify the Borrower of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

#### **2.4. Investment.**

(a) The Borrower and Truist agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Truist, that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.

(b) [reserved]

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 2.3 hereof.

### **SECTION 3. MISCELLANEOUS.**

**3.1. Notices.** Except as set forth in Section 2.2 hereof with respect to the delivery of requisitions to Truist, any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered so long as it is delivered by hand or on the date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(a) If intended for the Borrower, addressed to it at the following address: County of Cleveland, North Carolina, PO Box 1210, Shelby, NC 28151, Attention: Finance Director.

(b) If intended for Truist, addressed to it at the following address: Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

**3.2. Survival of Covenants and Representations.** All covenants, representations and warranties made by the Borrower in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

**3.3. Choice of Law.** The parties intend that North Carolina law shall govern this Project Fund Agreement.

**3.4. Amendments.** This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Borrower.

**3.5. No Third-Party Beneficiaries.** There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

**3.6. Successors and Assigns.** All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

**3.7. Severability.** If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

**3.8. Counterparts.** This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

**3.9. Termination.** Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

**3.10. E-Verify.** Truist understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Project Fund Agreement certify to such subcontractor’s compliance with E-Verify.

**3.11. Designation of Borrower Representatives and Official Custodian.** In accordance with the terms herein, the Borrower hereby designates the following persons as Borrower Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:

R. Lucas Jackson

Signature:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Borrower may designate additional Borrower Representatives to sign requisitions upon written notification to Truist.

The Borrower designates the person listed below an "Official Custodian" for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Borrower who has plenary authority, including control, over funds owned by the Borrower. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:

R. Lucas Jackson

Signature:



Last 4 Numbers of  
SSN<sup>1</sup>:

3314

Date of  
Birth:

02/06/1990

Upon written notification to Truist, the Borrower may update the Official Custodian.

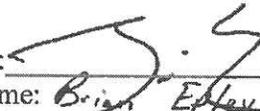
*Note: The Official Custodian must provide a copy of his/her driver's license.*

<sup>1</sup> The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

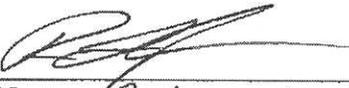
IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

COUNTY OF CLEVELAND,  
NORTH CAROLINA

[SEAL]

By:   
Name: Brian Epley  
Title: County Manager

Attest:

  
Name: R. Lucas Jackson  
Title: Finance Director

TRUIST BANK

By: \_\_\_\_\_  
Name:  
Title:

[PROJECT FUND AGREEMENT, DATED APRIL 15, 2020]

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

COUNTY OF CLEVELAND,  
NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Name:  
Title

Attest:

\_\_\_\_\_  
Name:  
Title:

TRUIST BANK

By:  \_\_\_\_\_  
Name: Andrew G. Smith  
Title: Sr. V.P.

[PROJECT FUND AGREEMENT, DATED APRIL 15, 2020]

**EXHIBIT A**

[TO BE PREPARED ON BORROWER'S LETTERHEAD FOR SUBMISSION]

**PROJECT FUND REQUISITION**

[Date] \_\_\_\_\_

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team

Truist Bank

Direct Dial: (252) 296-0452 or (252) 296-0653

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9933000831-00006 with the County of Cleveland, North Carolina, dated April 15, 2020

To Whom It May Concern,

Pursuant to the terms and conditions of the Project Fund Agreement, dated April 15, 2020, the County of Cleveland, North Carolina (the "Borrower"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number \_\_\_\_ from the Project Fund.

**Disbursements will be to the County of Cleveland, North Carolina.**

Amount: \$ \_\_\_\_\_

Attach copies of applicable vendor invoices or spreadsheet of expenditures to requisition when submitting.

Project Description:

Location of Equipment/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Borrower: County of Cleveland, North Carolina, PO Box 1210, Shelby, NC 28151, Attention: Finance Director

The Borrower makes this requisition pursuant to the following representations:

1. The Borrower has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current Fiscal Year.
2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Borrower shall allow Truist to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Truist may request to evidence its security interest.
8. The Borrower has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.
9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Borrower for a Project Cost expenditure previously made, or (b) will be used by the Borrower promptly upon the receipt of funds from Truist to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Project Fund Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE .

COUNTY OF CLEVELAND,  
NORTH CAROLINA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Wire Transfer Agreement**

This Wire Transfer Agreement is dated April 15, 2020 (this "Agreement") and is by and between the COUNTY OF CLEVELAND, NORTH CAROLINA, a body corporate and politic and a political subdivision of the State of North Carolina (the "County"), and TRUIST BANK ("Truist").

### **RECITALS**

The Borrower is, simultaneously with the execution and delivery of this Agreement, executing and delivering (a) An Installment Financing Contract, dated as of the date hereof (the "Contract"), between the Borrower and Truist, and (b) a Project Fund Agreement, dated the date hereof (the "Project Fund Agreement"), between the Borrower and Truist. The purpose of the Contract is to provide for Truist's advance of \$5,950,000 to the Borrower to enable the Borrower to finance a shell building and to pay related financing costs. In partial consideration for Truist's entering into the Contract, the Borrower has agreed to provide for financing proceeds to be deposited and disbursed pursuant to the Project Fund Agreement.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Truist and the Borrower hereby agree to the following:

**Section 1. Wire Transfer Requirements.** In the event a wire transfer is made by Truist to disburse funds as contemplated by the Contract or the Project Fund Agreement (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Truist by a representative of the Borrower, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, bond counsel, the Borrower's legal counsel, the LGC or the Borrower's financial advisor.

**Section 2. Verification Procedures.** Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a representative of the Borrower, Truist shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Truist. The Borrower shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Truist immediately.

**Section 3. Payee Identification.** The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and

account number, the Borrower acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.

**Section 4. Duty to Reconcile Written Confirmation.** Upon request from a representative of the Borrower, Truist shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Borrower agree that ten (10) business days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

**Section 5. Unauthorized Payments.** Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 2, it shall be binding on the Borrower if Truist acted in good faith in making such Disbursement.

**Section 6. Recordation.** Truist may record any telephone conversation between Truist and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

**Section 7. Indemnification and Hold Harmless.** If Truist complies with the provisions of this Agreement, the Borrower agrees that Truist shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Contract or the Project Fund Agreement.

**Section 8. Applicable Law.** All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

**Section 9. Choice of Law.** The parties intend that North Carolina law shall govern this Agreement.

**Section 10. Amendments.** This Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Borrower.

**Section 11. No Third-Party Beneficiaries.** There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Agreement.

**Section 12. Successors and Assigns.** All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**Section 13. Severability.** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Section 14. Counterparts.** This Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

**Section 15. Termination.** This Agreement shall cease and terminate upon termination of the Contract and the Project Fund Agreement.

**Section 16. E-Verify.** Truist understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

COUNTY OF CLEVELAND,  
NORTH CAROLINA

[SEAL]

By:   
Name: *Brian Epley*  
Title: *County Manager*

Attest:

  
Name: *R. Lucas Jackson*  
Title: *Finance Director*

TRUIST BANK

By: \_\_\_\_\_  
Name:  
Title:

[WIRE TRANSFER AGREEMENT DATED APRIL 15, 2020]

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

COUNTY OF CLEVELAND,  
NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Name:  
Title

Attest:

\_\_\_\_\_  
Name:  
Title:

TRUIST BANK

By:   
Name: Andrew G. Smith  
Title: Sr. VP.

[WIRE TRANSFER AGREEMENT DATED APRIL 15, 2020]

20  
RECORDING FEE \$ 64.00

Cleveland County North Carolina  
Betsy S. Harnage, Register of Deeds  
BK 1811 PG 182 - 201 (20)

**DEED OF TRUST AND SECURITY AGREEMENT**

Prepared by:  
Edwin F. Lucas III, Esq.  
Robinson, Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246

Return to:  
Truist Bank  
5130 Parkway Plaza Boulevard  
Charlotte, NC 28217

**STATE OF NORTH CAROLINA**  
**COUNTY OF CLEVELAND**

**(COLLATERAL IS OR INCLUDES FIXTURES)**

This **DEED OF TRUST AND SECURITY AGREEMENT**, made and entered into as of April 15, 2020 (this "Deed of Trust"), from the **COUNTY OF CLEVELAND, NORTH CAROLINA**, a body corporate and politic and a political subdivision of the State of North Carolina, whose address is 311 East Marion Street, Shelby, NC 28151, as grantor (the "Grantor"), to **BB&T Collateral Service Corporation**, whose address is 5130 Parkway Plaza Boulevard, Charlotte, NC 28217, as trustee (the "Trustee"), for the benefit of **TRUIST BANK**, whose address is 5130 Parkway Plaza Boulevard, Charlotte, NC 28217 (the "Lender" and, together with its successors and assigns, the "Beneficiary");

**WITNESSETH:**

**WHEREAS**, the Grantor and the Lender have entered into an Installment Financing Contract dated as of even date herewith (the "Installment Financing Contract"), pursuant to which (i) the Lender has agreed to advance \$5,950,000 to enable the Grantor to finance the cost of the Project (as defined in the Installment Financing Contract) and (ii) the Grantor has agreed to make the Installment Payments and Additional Payments (as each such term is defined in the Installment Financing Contract) to the Lender;

**WHEREAS**, this Deed of Trust has been executed and delivered to secure (i) the obligations of the Grantor to make the Installment Payments and Additional Payments and (ii) the performance of all of the other liabilities and obligations, whether now existing or hereafter arising, of the Grantor to the Lender under the Installment Financing Contract (all such obligations and liabilities described in (i) or (ii) above being hereinafter collectively called the "Indebtedness"); and

hereinafter agreed to be made by or on behalf of the Grantor, by a conveyance of the lands and security interests hereinafter described;

**NOW, THEREFORE**, in consideration of the above preambles and for the purposes aforesaid, and in further consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor by the Trustee and other valuable consideration, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey, unto the Trustee, its heirs, successors and assigns, the following property (collectively the "Premises"):

(a) The real property lying and being in the County of Cleveland, North Carolina and described below in the legal description attached as Exhibit A hereto (collectively the "Real Property"):

SEE EXHIBIT A ATTACHED HERETO FOR THE REAL  
PROPERTY DESCRIPTION, WHICH EXHIBIT A IS  
SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

(b) All buildings, structures, additions and other improvements of every nature whatsoever now or hereafter in the future constructed or situated on or about the Real Property (collectively the "Improvements").

(c) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes and other machinery, equipment or other tangible personal property, which are or shall be so attached to the Improvements, including all extensions, additions, improvements, betterments, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, as to be deemed to be fixtures under North Carolina law (collectively the "Fixtures") and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Indebtedness. The location of the collateral described in this paragraph is also the location of the Real Property, and the record owner of the Real Property is the Grantor.

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any

(e) All leases affecting the Premises or any part thereof and all income, rents and issues of the Premises and the Improvements now or hereafter located thereon from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by the Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same; reserving only the right to the Grantor to collect and apply the same so long as the Grantor is not in Default hereunder.

**SUBJECT, HOWEVER,** to such of the Permitted Encumbrances (as defined in Exhibit B hereto and specifically incorporated herein by reference) as are superior to the security created by this Deed of Trust and excluding all property excluded from the lien or security interest of the Lender under the Installment Financing Contract and all property released pursuant to the provisions of the Installment Financing Contract or this Deed of Trust.

**TO HAVE AND TO HOLD,** the Premises unto the Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts, terms and conditions and for the uses and purposes hereinafter set out and to secure (i) the payment of the Indebtedness and any renewals, modifications or extensions thereof, in whole or in part, and (ii) the additional payments hereinafter agreed to be made by or on behalf of the Grantor, by a conveyance of the lands and security interests herein described;

And the Grantor covenants with the Trustee that the Grantor is lawfully seized of the Premises in fee simple and has the right to convey the same in fee simple; that, except for Permitted Encumbrances, the same are free and clear of all encumbrances, and that the Grantor will warrant and defend the title to the same against the claims of all persons whomsoever arising by, under or through the Grantor.

**THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST** that, if the Grantor shall pay the Indebtedness in accordance with the terms of the Installment Financing Contract, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor.

**THIS DEED OF TRUST** secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a "construction mortgage" under Section 25-9-334 of the General Statutes of North Carolina.

## ARTICLE I

Section 1.1 **Payment of Indebtedness.** The Grantor will pay the Indebtedness and all other sums now or hereafter secured hereby promptly as the same shall become due as provided in the Installment Financing Contract and as permitted by law.

### Section 1.2 **Taxes, Liens and Other Charges.**

(a) The Grantor will pay, or cause to be paid, before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Premises; and will furnish the Beneficiary, on or before the final date whereon the same can be paid without penalty, evidence of the due and punctual payment of all such taxes, liens, assessments and charges. Nothing contained herein shall require the payment or discharge of any such tax, lien, assessment or charge by the Grantor for so long as the Grantor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings provided that such proceedings shall prevent (i) the collection thereof or other realization thereof and the sale or forfeiture of the Premises or any part thereof to satisfy the same or (ii) the enforcement thereof, against the Grantor, the Trustee, the Beneficiary and the Premises and so long as the Grantor first deposits with the Beneficiary in escrow such sums or other security as the Beneficiary may reasonably require to assure Beneficiary of the availability of sufficient monies to pay such tax, lien, assessment or charge if and when the same is finally determined to be due.

(b) The Grantor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created and to remain outstanding upon all or any part of the Premises. The Grantor shall be entitled to discharge such liens by bonds or to contest any such liens pursuant to the same procedure as the Grantor is entitled to contest taxes in the preceding subsection 1.2(a).

Section 1.3 **Insurance.** The Grantor shall obtain and maintain, or cause to be obtained and maintained, during the term of this Deed of Trust the insurance coverage specified in the Installment Financing Contract.

The net proceeds from any related insurance policy or policies shall be applied as provided in the Installment Financing Contract. The Beneficiary shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure if it has complied with Section 8.4 of the Installment Financing Contract.

In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Premises in extinguishment of the Indebtedness secured hereby, all right, title and interest of the Grantor in and to all insurance policies then in force shall pass to the purchaser or Beneficiary, as appropriate.

Section 1.4 **Condemnation.** Any award for the taking of, or damage to, all or any part of the Premises or any interest therein upon the lawful exercise of the power of eminent domain shall be payable and applied as provided in the Installment Financing Contract. The Grantor shall

**Section 1.5 Care of Premises.**

(a) The Grantor will keep or cause to be kept the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other Improvements of any kind now or hereafter erected on the Real Property or any part thereof in good condition and repair (ordinary wear and tear excepted), will not commit or suffer any waste, and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) Except in the ordinary course of its business or as provided in Section 6.1 of the Installment Financing Contract, the Grantor will not remove, demolish or alter or permit to be removed, demolished or altered the structural character of any Improvement located on the Real Property or any Fixture without the prior written consent of the Beneficiary.

(c) If the Premises or any part thereof is damaged by fire or any other cause, the Grantor will give immediate notice thereof to the Beneficiary and the Trustee.

(d) Upon reasonable prior notice to the Grantor, the Beneficiary or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours. The Beneficiary agrees that any confidential information about the Grantor obtained in the exercise of its rights under this subsection shall, except as otherwise required by law or regulation applicable to the Beneficiary, be maintained in a confidential manner and shall be used by the Beneficiary only for the protection of its rights and interests hereunder.

(e) The Grantor will comply promptly or cause there to be compliance promptly with all present and future laws, ordinances, rules and regulations of any governmental authority (including, but not limited to, all environmental and ecological laws and regulations) affecting the Premises or any part thereof.

**Section 1.6 Leases Affecting Premises.** The Grantor may lease any portion of the Premises as provided in the Installment Financing Contract.

**Section 1.7 Security Agreement and Financing Statement.** With respect to the Fixtures, this Deed of Trust is hereby made and declared to be a security agreement in favor of the Beneficiary encumbering each and every item of such property included herein as a part of the Premises, and the Grantor hereby grants a security interest to the Beneficiary in and to all of the Fixtures. Upon request by the Beneficiary, at any time and from time to time, a financing statement or statements reciting this Deed of Trust to be a security agreement affecting all of such property shall be executed by the Grantor and the Beneficiary and filed in accordance with the provisions of the Uniform Commercial Code as enacted in the State of North Carolina applicable to the perfection of security interests by filing financing statements thereunder. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed of Trust shall be (i) as prescribed herein or (ii) as prescribed by general law, at the Beneficiary's sole election.

hereby). For these purposes, the Grantor is the debtor, the Beneficiary is the secured party and the Fixtures are the "collateral."

**Section 1.8 Further Assurances.** At any time, and from time to time, upon request by the Beneficiary, the Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Beneficiary and/or the Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, or perfect, to continue and preserve or to give notice of (a) the obligations of the Grantor under the Installment Financing Contract or this Deed of Trust and (b) the lien of this Deed of Trust as a first and prior lien, subject to Permitted Encumbrances, upon and security title in and to all of the Premises, whether now owned or hereafter acquired by the Grantor. Upon any failure by the Grantor so to do, the Beneficiary may make, execute, record, file, re-record and/or refile any and all such deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of the Grantor and the Grantor hereby irrevocably appoints the Beneficiary as its agent and attorney-in-fact to do so.

**Section 1.9 Expenses.** The Grantor will pay or reimburse the Beneficiary and the Trustee, upon demand therefor, for all reasonable attorneys' fees, costs and expenses actually incurred by the Beneficiary and the Trustee in any suit, action, legal proceeding or dispute of any kind in which the Beneficiary and/or the Trustee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness secured hereby, this Deed of Trust or the interest created herein, or the Premises, including, but not limited to, the exercise of the power of sale contained in this Deed of Trust, any condemnation action involving the Premises or any action to protect the security hereof, but excepting therefrom any negligence or willful misconduct by the Beneficiary or any breach of this Deed of Trust by the Beneficiary; and all such amounts paid by the Beneficiary shall be added to the Indebtedness.

**Section 1.10 Estoppel Affidavits.** The Grantor upon ten (10) days' prior written notice, shall furnish the Beneficiary a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness and whether or not any offsets or defenses exist against the payment of such principal and interest.

**Section 1.11 Subrogation.** The Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Indebtedness.

**Section 1.12 Books, Records, Accounts and Annual Reports.** The Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts relating to the Premises. The Beneficiary shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Grantor or such other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Beneficiary shall desire.

at the time performance of such obligation shall be due, shall involve transgressing the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed of Trust or the Installment Financing Contract that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

**Section 1.14 Changes in Ownership.** The Grantor hereby acknowledges to the Beneficiary that (a) the identity and expertise of the Grantor were and continue to be material circumstances upon which the Beneficiary has relied in connection with, and which constitute valuable consideration to the Beneficiary for, the extending to the Grantor of the Indebtedness and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Indebtedness granted to the Beneficiary by this Deed of Trust. The Grantor therefore covenants and agrees with the Beneficiary, as part of the consideration for the extending to the Grantor of the Indebtedness, that the entire Indebtedness shall, at the option of the Beneficiary, become immediately due and payable, should the Grantor further encumber, pledge, convey, transfer or assign any or all of its interest in the Premises or any portion thereof without the prior written consent of the Beneficiary or except as otherwise permitted herein or in the Installment Financing Contract.

**Section 1.15 Use and Management of the Premises.** The Grantor shall not alter or change the use of the Premises or abandon the Premises without the prior written consent of the Beneficiary or except as otherwise permitted herein or in the Installment Financing Contract.

**Section 1.16 Acquisition of Collateral.** The Grantor shall not acquire any portion of the personal property, if any, covered by this Deed of Trust, subject to any security interest, conditional sales contract, title retention arrangement or other charge or lien taking precedence over the security title and lien of this Deed of Trust without the prior written consent of the Beneficiary.

**Section 1.17 Hazardous Material.**

(a) The Grantor represents, warrants and agrees that: (i) the Grantor has not used or installed any Hazardous Material (as hereinafter defined) in violation of applicable Environmental Laws (as hereinafter defined) on, from or in the Premises and, to the best of the Grantor's actual knowledge, no other person has used or installed any Hazardous Material on, from or in the Premises; (ii) to the best of the Grantor's actual knowledge, no other person has violated any applicable Environmental Laws relating to or affecting the Premises; (iii) to the best of the Grantor's actual knowledge, the Premises are presently in compliance with all applicable Environmental Laws, and there are no facts or circumstances presently existing upon or under the Premises, or relating to the Premises, which may violate any applicable Environmental Laws, and there is not now pending or threatened any action, suit, investigation or proceeding against the Grantor or the Premises (or against any other party relating to the Premises) seeking to enforce any right or remedy against the Grantor or the Premises under any of the Environmental Laws; (iv) the Premises shall be kept free of Hazardous Materials to the extent required by applicable Environmental Laws, and shall not be used to generate, manufacture, refine, transport, treat, store,

acquisition, construction and installation of the Project (as defined in the installment financing Contract) and any additional Improvements on the Real Property; (v) the Grantor shall not cause or permit the installation of Hazardous Materials in, on, over or under the Premises or a Release (as hereinafter defined) of Hazardous Materials unto or from the Premises or suffer the presence of Hazardous Materials in, on, over or under the Premises in violation of applicable Environmental Laws; (vi) the Grantor shall comply or cause there to be compliance with Environmental Laws applicable to the Premises, all at no cost or expense to the Beneficiary or the Trustee; (vii) the Grantor has obtained and the Grantor will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary for the Premises to comply with applicable Environmental Laws (the "Permits") and the Grantor will be and at all times remain in full compliance with the terms and provisions of the Permits; (viii) to the best of the Grantor's actual knowledge, there has been no Release of any Hazardous Materials on or from the Premises in violation of applicable Environmental Laws, whether or not such Release emanated from the Premises or any contiguous real estate, which has not been abated and any resulting violation of applicable Environmental Laws abated; (ix) the Grantor shall immediately give the Beneficiary oral and written notice in the event that the Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises and the Grantor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws.

(b) To the extent permitted by law and subject to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended ("G.S. § 160A-20"), the Grantor hereby agrees to indemnify the Beneficiary and the Trustee and hold the Beneficiary and the Trustee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, reasonable attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against the Beneficiary, the Trustee and/or the Premises for, with respect to, or as a direct or indirect result of: (i) the presence of Hazardous Materials in, on or under the Premises, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Premises of any Hazardous Materials regardless of whether or not caused by or within the control of the Grantor; (ii) the violation of any Environmental Laws applicable to the Premises or the Grantor, whether or not caused by or within the control of the Grantor; (iii) the failure by the Grantor to comply fully with the terms and provisions of this Section; (iv) the violation of any of the Environmental Laws in connection with any other property owned by the Grantor, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws, whether or not such violation is caused by or within the control of the Grantor; or (v) any warranty or representation made by the Grantor in subsection (a) of this Section being false or untrue in any material respect.

(c) In the event the Beneficiary has a reasonable basis to suspect that the Grantor has violated any of the covenants, warranties, or representations contained in this Section, or that the Premises are not in compliance with the applicable Environmental Laws for any reason, the Grantor shall take such steps as the Beneficiary reasonably requires by notice to the Grantor in

the Beneficiary may take such action as the Beneficiary reasonably believes necessary to protect its interest, and the cost and expenses of all such actions taken by the Beneficiary, including, without limitation, the Beneficiary's reasonable attorneys' fees, shall be added to the Indebtedness.

(d) For purposes of this Deed of Trust: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation or (e) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA; and (iii) (iii) "Environmental Law" or "Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance or code, regulating, relating to or imposing liability or standards of conduct concerning public health and safety, worker health and safety, pollution, the environment, wetlands, the preservation and reclamation of natural resources or waste management, without limitation all those related to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); CERCLA; The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). The obligations and liabilities of the Grantor under this Section which arise out of events or actions occurring prior to the satisfaction of this Deed of Trust shall survive the exercise of the power of sale under or foreclosure of this Deed of Trust, the delivery of a deed in lieu of foreclosure of this Deed of Trust, the cancellation or release of record of this Deed of Trust, and/or the payment in full of the Indebtedness.

(e) The parties expressly agree that an event under the provisions of this Section which may be deemed to be a default under this Deed of Trust and/or the Installment Financing Contract shall not be a default until the Grantor has received notice of such event. Further, in terms of compliance with future governmental laws, regulations or rulings applicable to environmental conditions, the Grantor shall be permitted to afford itself of any defense or other protection against the application or enforcement of any such law, regulation or ruling.

Default", wherever used in this Deed of Trust, shall mean any one or more of the following events:

- (a) Failure by the Grantor to pay when due, any Installment Payment as required by the Installment Financing Contract or by this Deed of Trust.
- (b) Failure by the Grantor to duly observe or perform after notice and lapse of any applicable grace period any other term, covenant, condition or agreement of this Deed of Trust.
- (c) Any warranty of the Grantor contained in this Deed of Trust proves to be untrue or misleading in any material respect.
- (d) The occurrence of any "Event of Default" under the Installment Financing Contract.

**Section 2.2 Acceleration upon Default, Additional Remedies.** In the event an Event of Default shall have occurred and is continuing, the Beneficiary may declare all Indebtedness to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, the Beneficiary may take any one or more of the following actions:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court as hereinafter provided and without regard to the adequacy of its security, enter upon and take possession of the Premises, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or part thereof or interest therein, increase the income therefrom or protect the security hereof, and, with or without taking possession of the Premises, sue for or otherwise collect the rents and issues thereof, including those rents and issues past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any Indebtedness, all in such order as the Beneficiary may determine. The entering upon and taking possession of the Premises, the collection of such rents and issues and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and notwithstanding the continuance in possession of the Premises or the collection, receipt and application of rents and issues, the Trustee or the Beneficiary shall be entitled to exercise every right provided for in any instrument securing or relating to the Indebtedness or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver as hereinafter provided, specially enforce any of the covenants hereof, or cause the Trustee to foreclose this Deed of Trust by power of sale.
- (c) Exercise any or all of the remedies available to a secured party under any applicable laws.

secured by this Deed of Trust in violation of U.S. § 100A-20, including, without limitation, any deficiency judgment for amounts that may be owed under the Installment Financing Contract or this Deed of Trust when the sale of all or any portion of the Premises is insufficient to produce enough money to pay in full all remaining Indebtedness under the Installment Financing Contract or this Deed of Trust, and the taxing power of the Grantor is not and may not be pledged directly or indirectly or contingently to secure any moneys due or secured under this Deed of Trust.

**Section 2.3 Foreclosure by Power of Sale.** Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify the Trustee and shall deposit with the Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as the Trustee may require.

Upon application of the Beneficiary, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered, to expose to sale and to sell the Premises at public auction for cash, after having first complied with all applicable requirements of laws of the State of North Carolina with respect to the exercise of powers of sale contained in deeds of trust, and upon such sale the Trustee shall convey title to the purchaser in fee simple. After retaining from the proceeds of such sale just compensation for the Trustee's services and all expenses incurred by the Trustee, including the Trustee's commission not exceeding one percent (1%) of the bid and reasonable attorneys' fees for legal services actually performed, the Trustee shall apply the residue of the proceeds first to the payment of all sums expended by the Beneficiary under the terms of this Deed of Trust; second, to the payment of the Indebtedness secured hereby; and the balance, if any, shall be paid to the Grantor. The Grantor agrees that in the event of sale hereunder, the Beneficiary shall have the right to bid thereat. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price.

**Section 2.4 Performance by the Beneficiary on Defaults by the Grantor.** If the Grantor shall default in the payment, performance or observance of any term, covenant or condition of this Deed of Trust, the Beneficiary may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Beneficiary in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Grantor to the Beneficiary with interest thereon at the Default Rate provided in the Installment Financing Contract. The Beneficiary shall be the sole judge of the necessity for any such actions and of the amounts to be paid but no such action shall be taken unreasonably. The Beneficiary is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Grantor or any person in possession holding under the Grantor.

**Section 2.5 Receiver.** If an Event of Default shall have occurred and is continuing and such Event of Default as to Events of Default occurring under subsections (b), (c) and (d) of Section 2.1 continues uncured for a period of thirty (30) days or more after notice of such Event

regard to the adequacy or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver or receivers to take possession of and to operate the Premises and to collect and apply the rents and issues thereof. The Grantor hereby irrevocably consents to such appointment, provided the Grantor receives notice of any application therefor. Any such receiver or receivers shall have all of the rights and powers permitted under the laws of the State of North Carolina and all the powers and duties of the Beneficiary in case of entry as provided in subsection (a) of Section 2.2, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Premises unless such receivership is sooner terminated. Subject to the provisions of Section 2.2, the Grantor will pay to the Beneficiary upon demand all reasonable expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section; and all such expenses shall be secured by this Deed of Trust.

**Section 2.6 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.** The Grantor agrees, to the full extent permitted by law, that in case of a Default hereunder, neither the Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Premises, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

**Section 2.7 Leases.** The Beneficiary and the Trustee, or either of them, at their option and to the extent permitted by law, are authorized to foreclose this Deed of Trust subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Grantor, a defense to any proceedings instituted by the Beneficiary and the Trustee to collect the sums secured hereby.

**Section 2.8 Discontinuance of Proceedings and Restoration of the Parties.** In case the Beneficiary and the Trustee, or either of them, shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Beneficiary and the Trustee, or either of them, then and in every such case the Grantor and the Beneficiary and the Trustee, and each of them, shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Beneficiary and the Trustee, and each of them, shall continue as if no such proceeding had been taken.

**Section 2.9 Remedies Not Exclusive.** Subject to Article XV of the Installment Financing Contract and Section 2.2 of this Deed of Trust, the Trustee and the Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or any

now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's or the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Beneficiary, it being agreed that the Trustee and the Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary or the Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to the Trustee or the Beneficiary is intended to be exclusive of any other remedy herein or by law provided or preclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every lawful power or remedy given by any instrument securing or relating to the Indebtedness secured hereby to the Trustee or the Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee or the Beneficiary and either of them may pursue inconsistent remedies.

Section 2.10 **Waiver.** No delay or omission of the Beneficiary or the Trustee to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary and the Trustee, and each of them, may be exercised from time to time and as often as may be deemed expedient by the Beneficiary and the Trustee, and each of them. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach or Default by the Grantor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of the Grantor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Grantor.

Section 2.11 **Suits to Protect the Premises.** The Beneficiary and the Trustee, and each of them, shall have the power (a) to institute and maintain such suits and proceedings as they may deem expedient to prevent any impairment of the Premises by any acts which may be unlawful or in violation of this Deed of Trust, with notice of commencement of such suits and proceedings to be given to the Grantor, (b) to preserve or protect their interest in the Premises and in the rents and issues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Beneficiary.

Section 2.12 **The Beneficiary May File Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be

institution of such proceedings and for any additional amount which may become due and payable by the Grantor hereunder after such date.

Section 2.13 **Waiver of Rights.** By execution of this Deed of Trust and to the extent permitted by law, the Grantor expressly: acknowledges the right to accelerate the Indebtedness and the power of sale given herein to the Trustee to sell the Premises by foreclosure under power of sale upon default by the Grantor and without any notice other than such notice (if any) as is specifically required to be given by law or under the provisions of this Deed of Trust; waives any and all rights of the Grantor to appraisal, dower, curtesy and homestead rights to the extent permitted by applicable law; acknowledges that the Grantor has read this Deed of Trust and any and all questions regarding the legal effect of this Deed of Trust and its provisions have been explained fully to the Grantor and the Grantor has consulted with counsel of its choice prior to executing this Deed of Trust; and acknowledges that all waivers of the aforesaid rights of the Grantor have been made knowingly, intentionally and willingly by the Grantor as part of a bargained for transaction.

### ARTICLE III

Section 3.1 **Successors and Assigns.** This Deed of Trust shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Deed of Trust to the Grantor, the Trustee or the Beneficiary such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Grantor, the Trustee or the Beneficiary, respectively.

Section 3.2 **Terminology.** All personal pronouns used in this Deed of Trust, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and articles in this Deed of Trust are for convenience only and neither limit nor amplify the provisions of this Deed of Trust itself, and all references herein to articles, sections or subsections shall refer to the corresponding articles, sections or subsections of this Deed of Trust unless specific reference is made to articles, sections or subsections of another document or instrument.

Section 3.3 **Severability.** If any provision of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 3.4 **Governing Law.** This Deed of Trust shall be construed and governed according to the laws of the State of North Carolina.

Section 3.5 **Notices, Demands and Requests.** All notices, demands or requests provided for or permitted to be given pursuant to this Deed of Trust must be in writing and shall be deemed to have been properly given if served or given by personal delivery or by being deposited in the United States Mail, postage prepaid, registered or certified return receipt

All notices, demands and requests shall be effective upon personal delivery or upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice thereof, the Grantor, the Trustee or the Beneficiary shall have the right from time to time and at any time during the term of this Deed of Trust to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

**Section 3.6 Appointment of Successor to the Trustee.** The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint a successor thereto by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in the State of North Carolina, and in the event of the death or resignation of the Trustee named herein, the Beneficiary shall have the right to appoint a successor thereto by such written instrument, and any Trustee so appointed shall be vested with the title to the Premises and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such were named herein as the Trustee .

**Section 3.7 The Trustee's Powers.** At any time, or from time to time, without liability therefor and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Premises, the Trustee may (i) reconvey any part of the Premises, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement therein, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

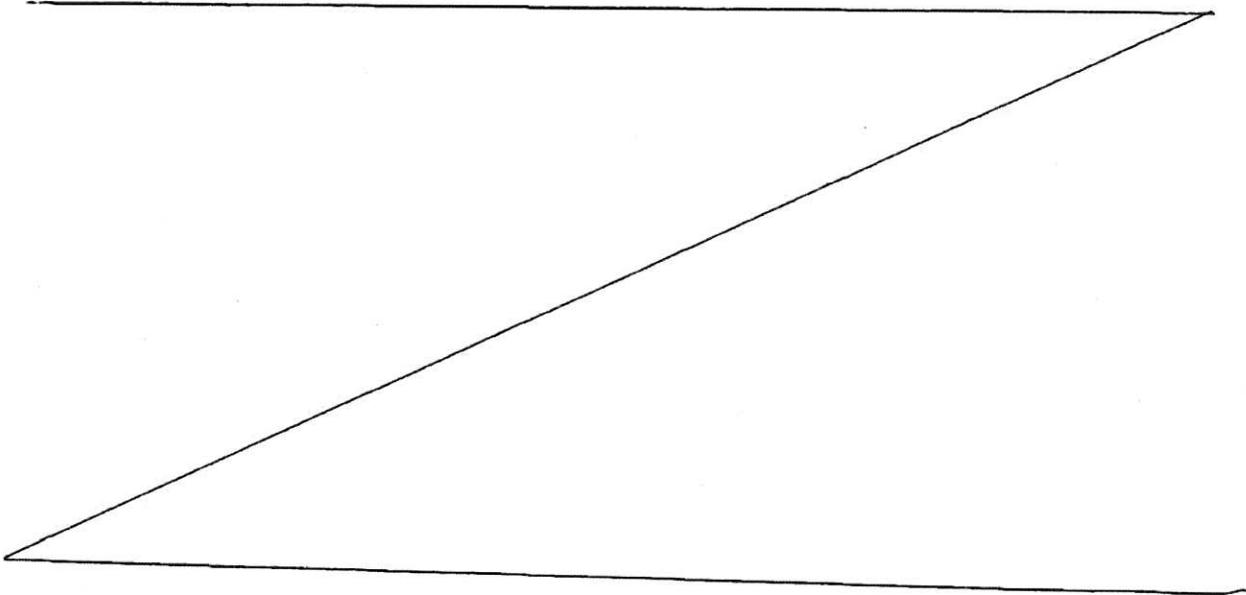
**Section 3.8 The Beneficiary's Powers.** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Premises not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) cause to be released or reconveyed at any time at the Beneficiary's option, any parcel, portion or all of the Premises, (iii) take or release any other or additional security for any obligation herein mentioned, or (iv) make compositions or other arrangements with debtor in relation thereto. The provisions of Section 45-45.1 of the General Statutes of North Carolina, as amended, or any similar statute hereafter enacted in replacement or in substitution thereof shall be inapplicable to this Deed of Trust.

(a) If no Deed of Trust which this Deed of Trust shall have secured and shall continue to exist, the Grantor may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Premises, and the Grantor may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (i) a copy of the instrument of grant or release, (ii) a written application signed by the Grantor requesting such instrument and (iii) a certificate executed by the Grantor and reasonably acceptable to the Beneficiary to the effect that the grant or release (A) is not detrimental to the effective use of the Premises or the proper conduct of the operations of the Grantor at the Premises and (B) will not materially impair the value of the security under this Deed of Trust in contravention of the provisions hereof.

(b) Upon the Grantor exercising its rights to dispose of any Fixtures in accordance with the provisions of Section 6.1 of the Installment Financing Contract, the Beneficiary and the Trustee will execute all releases or other documents necessary to effectuate the release of the respective Fixtures from the lien of this Deed of Trust.

Section 3.10 **Acceptance by the Trustee.** The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made of public record as provided by law.

Section 3.11 **Miscellaneous.** The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.



COUNTY OF CLEVELAND, NORTH CAROLINA

By: Susan K. Allen  
Susan K. Allen, Chair of the Board of  
Commissioners for the County



ATTEST:

Phyllis Nowlen  
Phyllis Nowlen, Clerk to the Board of  
Commissioners for the County

I, Velda A. Cureton, a Notary Public, certify that Susan K. Allen came before me this day and acknowledged that she is the Chair of the Board of Commissioners for the County of Cleveland, North Carolina, and that, by authority duly given and as the act of said County, the foregoing instrument was signed in its name by her, sealed with its seal, and attested by Phyllis Nowlen, the Clerk to the Board of Commissioners for said County.

WITNESS my hand and notarial seal, this 15<sup>th</sup> day of April, 2020.



My Commission Expires:

6-20-2020

Velda A. Cureton  
Notary Public

Description of Lot B, Plato Lee Road, plat recorded in Book 42, page 187:

BEGINNING at a PK/nail set in the centerline of Plato Lee road (SR 1315) said PK/Nail being located the following eight (8) courses and distances from a found railroad spike which spike is located N. 31-30-48 W. 12,755.47 feet (per the N.C. State Plane Grid system) from National Geodetic Survey concrete marker Carbide: 1) S. 3-50-02 E. 122.36 feet; 2) S. 2-43-30 E. 100.02 feet; 3) S. 3-53-33 E. 377.87 feet; 4) S. 3-49-37 E. 193.12 feet; 5) S. 3-02-46 E. 26.38 feet; 6) S. 30-02-56 E. 72.30 feet; 7) N. 00-06-51 W. 89.37 feet and 8) S. 00-06-51 E. 9.12 feet and runs thence N. 88-09-55 E. 30.01 feet to a rebar set in the eastern margin of the right of way of Plato Lee Road; thence with said right of way margin N. 3-49-55 W. 24.46 feet to a set rebar, a new corner with the City of Shelby; thence a new line with the City of Shelby N. 86-38-15 E. 560.35 feet to a set rebar; thence a new line N. 86-38-15 E. 10.00 feet to a point in Little Beaver Dam Creek; thence a new line with Little Beaver Dam Creek the following twenty-three (23) courses and distances to a rebar set in the David Michael and Betsy Bankfield line: 1) S. 17-43-41 E. 53.18 feet; 2) S. 48-20-55 E. 53.90 feet; 3) S. 74-15-24 E. 35.51 feet; 4) S. 32-42-50 E. 47.10 feet; 5) S. 47-25-45 E. 51.51 feet; 6) S. 6-57-07 W. 62.55 feet; 7) S. 23-34-30 E. 23.23 feet; 8) S. 10-10-15 E. 27.67 feet; 9) S. 35-57-48 E. 33.43 feet; 10) S. 34-54-08 E. 81.01 feet; 11) S. 51-44-18 E. 101.82 feet; 12) S. 25-52-32 E. 36.50 feet; 13) S. 42-15-23 E. 73.78 feet; 14) S. 25-08-29 E. 44.98 feet; 15) S. 30-49-31 E. 69.20 feet; 16) S. 8-15-49 W. 35.19 feet; 17) S. 39-04-55 E. 74.59 feet; 18) S. 32-49-51 E. 34.93 feet; 19) S. 23-20-32 E. 54.98 feet; 20) S. 51-20-15 E. 34.81 feet; 21) S. 5-31-52 E. 20.65 feet; 22) S. 3-50-02 E. 10 feet; and 23) S. 3-50-02 E. 76.37 feet; thence a common boundary with David Michael and Betsy Bankfield S. 85-21-27 W. 405.62 feet to a point in an unnamed stream shown on the USGS Quadrangle map; thence S. 85-21-27 W. 476.21 feet to a found half inch rebar; thence S. 86-21-23 W. 169.78 feet to a found one inch open top iron pin in the eastern margin of the right of way of Plato Lee Road; thence S. 86-08-18 W. 29.96 feet to a found railroad spike in the centerline of Plato Lee Road; thence with the centerline of Plato Lee Road N. 3-50-02 W. 953.87 feet to a set PK/Nail, the point and place of BEGINNING.

PERMITTED ENCUMBRANCES

Permitted encumbrances (the "Permitted Encumbrances") are as follows:

(1) easements, exceptions or reservations (i) for the purpose of pipelines, telephone lines, cable television lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, parking, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, transportation of oil, gas or other materials, removal of oil, gas or other materials, and other like purposes, or (ii) for the joint or common use of real property, facilities and equipment, which exist on the Closing Date (as defined in the Installment Financing Contract) or arise under the provisions of Section 3.9 of this Deed of Trust and which, in the case of either (i) or (ii), in the aggregate do not materially interfere with or impair the operation of the Premises for the purposes for which they are or may reasonably be expected to be used;

(2) the rights of the Lender under the Installment Financing Contract;

(3) the lien of this Deed of Trust;

(4) any lease in conformity with the provisions of Section 6.11 of the Installment Financing Contract;

(5) any materialmen's liens incurred in the ordinary course of business and not remaining undischarged for more than sixty (60) days from the date thereof; and

(6) any other liens, encumbrances, charges and restrictions on the Real Property shown on record at the Cleveland County Register of Deeds as of the date of the Installment Financing Contract, or approved in writing by the Lender.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Health Department: Budget Amendment (BNA#056)**

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**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#056)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

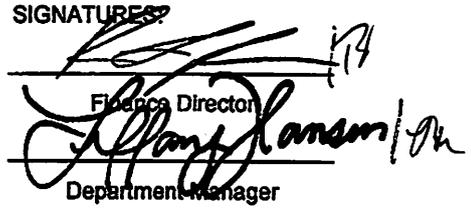
File Name	Description
<input type="checkbox"/> BNA056_05.05.20.pdf	Environmental Health: Budget Amendment (BNA#056)

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 056

TO BE SUBMITTED TO BOARD MEETING May 5, 2020

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: HEALTH  
DATE: April 28, 2020

SIGNATURE:   
Finance Director  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
012.541.4.350.00	NA	ENV. HEALTH	State Gov't. Grants	\$25,690.00	
012.541.5.121.00	NA	ENV. HEALTH	Salary-Reg.	\$23,568.00	
012.541.5.210.00	NA	ENV. HEALTH	Departmental Supplies	\$2,122.00	

Explanation of Revisions: Budget DHHS Food and Lodging Funds to cover existing salaries and departmental supplies.

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

Henry Earle, Clerk to the Board

RETURN TO COUNTY FINANCE OFFICE

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing By \_\_\_\_\_

Marked 3/25/2020

# Division of Public Health Agreement Addendum FY 19-20

Cleveland County Health Department  
Local Health Department Legal Name

Environmental Health Section /  
Food Protection and Facilities Branch  
DPH Section / Branch Name

874 Food and Lodging  
Activity Number and Description

Shane Smith (919) 707-5872  
shane.smith@dhhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

04/01/2020 – 05/31/2020  
Service Period

\_\_\_\_\_  
DPH Program Signature Date  
(only required for a negotiable agreement addendum)

05/01/2020 – 06/30/2020  
Payment Period

- Original Agreement Addendum
- Agreement Addendum Revision # \_\_\_\_\_

**I. Background:**

In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

**II. Purpose:**

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute 130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

**III. Scope of Work and Deliverables:**

The Local Health Department Food and Lodging funds are distributed based on the attached Food and Lodging Distribution Calculations spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities.

Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules

Nathan McNeilly \_\_\_\_\_ 3/20/2020  
Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Nathan McNeilly</u>
	Phone number with area code: <u>919-484-5131</u>
	Email address: <u>Nathan.McNeilly@ClevelandCounty.com</u>

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

creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators. To provide for consistency and quality within the Food and Lodging Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

A summary of the previous year's approved Quality Assurance Plan activities must be submitted to the Environmental Health Regional Specialist for review by May 1, 2020.

**IV. Performance Measures/Reporting Requirements:**

The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).

**V. Performance Monitoring and Quality Assurance:**

The Division of Public Health will review annual required inspection data submitted electronically to the Environmental Health Inspections Data System to assure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections or if deficiencies persist, will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the approved Quality Assurance Plan is being implemented.

If the Local Health Department Food and Lodging program is not in compliance with an approved Quality Assurance Plan, a corrective action plan must be submitted no later than May 15, 2020, to the Environmental Health Regional Specialist indicating how deficiencies will be addressed.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department is required to submit a signed and completed Food and Lodging Local Health Department Request for Payment form (DPH EH 2948) to request funds. Reimbursement will not be made until this Agreement Addendum and the DPH EH 2948 form is fully executed. Requests for Payment forms will be processed during the period May 1, 2020 through June 5, 2020. Requests received after June 5, 2020 will not be processed.

Co. ID	County	Percentage for FY2018-19	1st (1)	2nd (2a)	3rd (2b)	Total
001	**Alamance	100%	\$ 750	\$ 30,752	\$ 11,279	\$ 42,781
002	Alexander	99%	\$ 750	\$ 3,831		\$ 4,581
D2	*Alleghany	84%	\$ 750	\$ 2,583		\$ 3,333
004	*Anson	91%	\$ 750	\$ 3,714		\$ 4,464
D2	*Ashe	77%	\$ 750	\$ 4,326		\$ 5,076
D6	Avery	32%	\$ 750	\$ 1,934		\$ 2,684
007	*Beaufort	100%	\$ 750	\$ 10,495	\$ 3,818	\$ 15,063
D1	*Bertie	100%	\$ 750	\$ 3,498	\$ 1,273	\$ 5,521
009	*Bladen	100%	\$ 750	\$ 6,891	\$ 2,506	\$ 10,147
010	*Brunswick	100%	\$ 750	\$ 28,147	\$ 10,238	\$ 39,135
011	**Buncombe	100%	\$ 750	\$ 79,352	\$ 28,862	\$ 108,964
012	Burke	61%	\$ 750	\$ 8,860		\$ 9,610
013	*Cabarrus	100%	\$ 750	\$ 39,988	\$ 14,538	\$ 55,256
014	Catawba	77%	\$ 750	\$ 10,122		\$ 10,872
D1	Camden	97%	\$ 750	\$ 1,440		\$ 2,190
016	*Carteret	94%	\$ 750	\$ 20,429		\$ 21,179
017	Caswell	100%	\$ 750	\$ 2,597	\$ 945	\$ 4,292
018	Catawba	100%	\$ 750	\$ 35,939	\$ 13,072	\$ 49,761
019	*Chatham	100%	\$ 750	\$ 14,206	\$ 5,167	\$ 20,123
020	Cherokee	100%	\$ 750	\$ 8,004	\$ 2,911	\$ 11,665
D1	Chowan	99%	\$ 750	\$ 3,568		\$ 4,318
022	Clay	94%	\$ 750	\$ 2,093		\$ 2,843
023	**Cleveland	100%	\$ 750	\$ 18,288	\$ 6,652	\$ 25,690
024	*Columbus	100%	\$ 750	\$ 11,768	\$ 4,280	\$ 16,798
025	*Craven	93%	\$ 750	\$ 18,930		\$ 19,680
026	*Cumberland	88%	\$ 750	\$ 55,743		\$ 56,493
D1	Currituck	95%	\$ 750	\$ 7,908		\$ 8,656
028	*Dare	100%	\$ 750	\$ 24,881	\$ 9,043	\$ 34,654
029	*Davidson	99%	\$ 750	\$ 26,029		\$ 26,779
030	Davie	100%	\$ 750	\$ 7,792	\$ 2,834	\$ 11,376
031	*Duplin	94%	\$ 750	\$ 11,759		\$ 12,509
032	*Durham	82%	\$ 750	\$ 59,288		\$ 60,038
033	Edgecombe	58%	\$ 750	\$ 4,735		\$ 5,485
034	Forsyth	68%	\$ 750	\$ 49,382		\$ 50,132
035	Franklin	93%	\$ 750	\$ 7,690		\$ 8,440
036	**Gaston	100%	\$ 750	\$ 39,067	\$ 14,210	\$ 54,027
D1	*Gates	100%	\$ 750	\$ 1,219	\$ 443	\$ 2,412
038	Graham	100%	\$ 750	\$ 2,968	\$ 1,080	\$ 4,798
D3	*Granville	90%	\$ 750	\$ 8,540		\$ 9,290
040	*Greene	100%	\$ 750	\$ 3,923	\$ 1,427	\$ 6,100
041	**Guilford	71%	\$ 750	\$ 75,534		\$ 76,284
042	Halifax	98%	\$ 750	\$ 10,805		\$ 11,555
043	*Hamett	92%	\$ 750	\$ 15,752		\$ 16,502
044	Haywood	70%	\$ 750	\$ 11,985		\$ 12,735
045	Handerson	100%	\$ 750	\$ 26,663	\$ 9,698	\$ 37,111
D1	Hartford	99%	\$ 750	\$ 5,877		\$ 6,627
047	*Hoke	77%	\$ 750	\$ 4,408		\$ 5,158
048	Hyde	100%	\$ 750	\$ 3,923	\$ 1,427	\$ 6,100
049	Iredell	82%	\$ 750	\$ 29,383		\$ 30,133
050	Jackson	100%	\$ 750	\$ 12,828	\$ 4,666	\$ 18,244
Subtotals:			\$37,500	\$879,795	\$150,369	\$1,087,664

	1st (1)	2nd (2a)	3rd (2b)	Total
<b>TOTALS:</b>	\$ 75,000	\$ 1,835,743	\$ 253,867	\$ 2,164,610

D1-Albemarle Regional Health Services- \$ 43,244 Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, Perquimans  
 D2-Appalachian District Health Department- \$ 24,234 Alleghany, Ashe, Watauga  
 D3-Granville-Vance District Health Department- \$ 16,551 Granville, Vance  
 D4-Martin-Tyrrell-Washington District Health Department- \$ 14,177 Martin, Tyrrell, Washington

Co. ID	County	Percentage for FY2018-19	1st (1)	2nd (2a)	3rd (2b)	Total
051	*Johnston	100%	\$ 750	\$ 34,667	\$ 12,609	\$ 48,026
052	*Jones	100%	\$ 750	\$ 1,219	\$ 443	\$ 2,412
053	*Lee	100%	\$ 750	\$ 13,093	\$ 4,762	\$ 18,605
054	*Lenoir	80%	\$ 750	\$ 9,881		\$ 10,631
055	Lincoln	91%	\$ 750	\$ 11,577		\$ 12,327
056	*Macon	100%	\$ 750	\$ 12,298	\$ 4,473	\$ 17,521
057	*Madison	97%	\$ 750	\$ 4,185		\$ 4,915
D4	Martin	100%	\$ 750	\$ 5,142	\$ 1,870	\$ 7,762
D7	*McDowell	69%	\$ 750	\$ 6,510		\$ 7,260
060	**Mecklenburg	85%	\$ 750	\$ 207,575		\$ 208,325
D6	Mitchell	38%	\$ 750	\$ 1,108		\$ 1,858
062	*Montgomery	97%	\$ 750	\$ 5,142		\$ 5,892
063	*Moore	91%	\$ 750	\$ 21,417		\$ 22,167
064	Nash	81%	\$ 750	\$ 16,101		\$ 16,851
065	*New Hanover	84%	\$ 750	\$ 51,472		\$ 52,222
066	Northampton	38%	\$ 750	\$ 1,068		\$ 1,818
067	*Onslow	100%	\$ 750	\$ 31,115	\$ 11,318	\$ 43,183
068	*Orange	100%	\$ 750	\$ 26,292	\$ 9,563	\$ 36,605
069	*Pamlico	88%	\$ 750	\$ 2,332		\$ 3,082
D1	Pasquotank	98%	\$ 750	\$ 9,351		\$ 10,101
071	*Pender	100%	\$ 750	\$ 10,708	\$ 3,895	\$ 15,353
D1	Perquimans	95%	\$ 750	\$ 2,669		\$ 3,419
073	*Person	100%	\$ 750	\$ 6,202	\$ 2,256	\$ 9,208
074	*Pitt	98%	\$ 750	\$ 33,662		\$ 34,412
075	*Polk	68%	\$ 750	\$ 3,532		\$ 4,282
076	*Randolph	90%	\$ 750	\$ 22,231		\$ 22,981
077	**Richmond	100%	\$ 750	\$ 7,845	\$ 2,854	\$ 11,449
078	*Robeson	94%	\$ 750	\$ 22,771		\$ 23,521
079	**Rockingham	100%	\$ 750	\$ 17,121	\$ 6,228	\$ 24,099
080	*Rowan	57%	\$ 750	\$ 13,808		\$ 14,558
D7	Rutherford	69%	\$ 750	\$ 9,510		\$ 10,260
082	*Sampson	100%	\$ 750	\$ 10,230	\$ 3,721	\$ 14,701
083	*Scotland	46%	\$ 750	\$ 2,999		\$ 3,749
084	*Stanly	100%	\$ 750	\$ 12,298	\$ 4,473	\$ 17,521
085	Stokes	95%	\$ 750	\$ 6,446		\$ 7,196
086	Surry	100%	\$ 750	\$ 18,341	\$ 6,671	\$ 25,762
087	Swain	66%	\$ 750	\$ 4,478		\$ 5,228
088	Transylvania	56%	\$ 750	\$ 5,462		\$ 6,212
D4	*Tyrrell	100%	\$ 750	\$ 1,113	\$ 405	\$ 2,268
090	*Union	100%	\$ 750	\$ 31,752	\$ 11,549	\$ 44,051
D3	Vance	74%	\$ 750	\$ 6,511		\$ 7,261
092	Wake	73%	\$ 750	\$ 151,841		\$ 152,591
093	Warren	83%	\$ 750	\$ 2,860		\$ 3,610
D4	*Washington	100%	\$ 750	\$ 2,491	\$ 906	\$ 4,147
D2	Watauga	90%	\$ 750	\$ 15,075		\$ 15,825
096	*Wayne	100%	\$ 750	\$ 24,755	\$ 9,004	\$ 34,509
097	Wilkes	97%	\$ 750	\$ 10,952		\$ 11,702
098	*Wilson	100%	\$ 750	\$ 17,864	\$ 6,498	\$ 25,112
099	Yadkin	92%	\$ 750	\$ 7,364		\$ 8,114
D6	*Yancey	59%	\$ 750	\$ 1,532		\$ 2,282
Subtotals:			\$37,500	\$955,848	\$103,498	\$1,096,946

\* Hurricane Florence  
 \*\* World Equestrian Games

D6-Toe River Health District- \$ 6,824 Avery, Mitchell, Yancey  
 D7-Foothills Health District- \$ 17,520 McDowell, Rutherford

**FOOD & LODGING LOCAL HEALTH DEPARTMENT REQUEST FOR PAYMENT**

SFY 20

Division of Public Health

16001C2320  
NCAS Number

04/01/2020      05/31/2020  
Effective Date      Termination Date

Activity 874

LHD: Cleveland County Health Department      Activity: Food & Lodging Distribution

LHD's Project Director: Nathan McNeilly

Distribution – indicate with a check mark all that apply	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(1) (\$750 Baseline distribution)	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(a) (Distribution based on inspection percentage)	
<input checked="" type="checkbox"/> 15A NCAS 18A.2901(2)(b) (Distribution based on 100% inspection rate)	
AMOUNT REQUESTED	\$25,690

Note #1: LHD shall report Local Food and Lodging expenditures in the appropriate category (e.g., 101, 102, or 103) in the ZZZZ line item in the Aid-to-Counties Database.

Note #2: LHD shall report Local Food and Lodging Temporary Food Establishment (TFE) fees collected in category 107 – Local Temporary Food Establishment (TFE – State) in the ZZZZ line item in the Aid-to-Counties Database.

Note #3: LHD shall report Local Food and Lodging Limited Food Services Establishment (LFSE) fees collected in category 107 – Limited Food Services Establishment (LFSE – State) in the ZZZZ line item in the Aid-to-Counties Database.

<b>THIS SECTION FOR DPH USE ONLY:</b>	
Company: 2B01	
Account	Center
536560874	1153-4752-SZ23

As chief executive officer of the recipient organization, I hereby certify that this request for payment is an accurate reflection of funds to be disbursed in accordance with 15A NCAC 18A.2901 "Disbursement of Funds". I further certify that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this agreement.

[Signature]      3/19/2020  
LHD Authorized Official Signature      Date

[Signature]      3/19/2020  
LHD Finance Officer Signature      Date

\_\_\_\_\_  
DPH Environmental Health Section Signature      Date

\_\_\_\_\_  
DPH Contracts Officer Signature      Date



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor  
MANDY COHEN, MD, MPH • Secretary  
MARK T. BENTON • Assistant Secretary for Public Health  
Division of Public Health

April 24, 2020

**MEMORANDUM**

**To:** Cleveland County Health Department

**From:** Josh Jordan, REHS, Food Protection and Facilities Branch

**Subject:** Agreement Addendum FY19-20 874 Food and Lodging Quality Assurance Plan Activities

The Agreement Addendum (AA) is an agreement between the Division of Public Health (DPH) and a single local health department which commissions work to be performed in a particular program area, known as an Activity. The Agreement Addendum defines the work activity to be performed, the timeframes, the deliverables, the performance measures, and reporting requirements. The Agreement Addendum requires the Local Health Department to provide specific services, which includes maintaining an internal Quality Assurance Plan. In addition, a summary of the previous year's approved Quality Assurance Plan activities must be submitted to the Environmental Health Regional Specialist.

This memo serves to acknowledge the receipt of the summary of activities completed for your Food and Lodging Program Quality Assurance Plan.

**Cc:** Lena Williams, DPH, Environmental Health Section

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH

LOCATION: 5605 SIX FORKS RD, RALEIGH NC 27609  
MAILING ADDRESS: 1632 MAIL SERVICE CENTER, RALEIGH NC 27699-1632  
www.ncdhhs.gov • TEL: 919-707-5854 • FAX: 919-845-3972

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

## Leslie Mcswain

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**From:** Nathan McNeilly <Nathan.McNeilly@clevelandcounty.com>  
**Sent:** Wednesday, April 29, 2020 9:34 AM  
**To:** 'Leslie McSwain'  
**Cc:** 'Michelle Lovelace'  
**Subject:** FW: Order

Leslie,

Per our conversation we will need approximately \$2121.61 in departmental supplies. The remaining FLI funds can go into salaries and fringes.

I appreciate your help!

Thanks  
Nathan

**From:** Michelle Lovelace [mailto:Michelle.Lovelace@clevelandcounty.com]  
**Sent:** Tuesday, April 28, 2020 10:32 AM  
**To:** Nathan Mcneilly <nathan.mcneilly@clevelandcounty.com>  
**Subject:** Order

Print Cartridge: \$418.92  
Office Supplies \$113.43  
Forestry Supply \$847.58  
Flashlight \$53.45  
Thermo-Works \$ 298.99  
Chlorine Test strips \$9.50  
Chlorine Test Strips for Day Care \$29.74

Total, 1771.61

Refurbished Auger \$73.03 each please shipping thru UPS  
4@73.03=292.12 = \$50 shipping

Estimated 350.00

Total (including estimated costs) =\$2121.61

Michelle O Lovelace  
Processing Asst IV  
Environmental Health Department  
200 S Post Road Shelby NC 28152  
980-484-5265 (O) 980-484-5135 (F)  
[WWW.Clevelandcounty.com](http://WWW.Clevelandcounty.com)

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Audit Contract**

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**Department:** Finance Department

**Agenda Title:** Audit Contract

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
<input type="checkbox"/>	Cleveland_County_-_2020_Contract_and_Engagement_Letter_-_Single_Audit_.pdf	Audit Contract
<input type="checkbox"/>	Staff_report_4.28.20_Audit_Contract.docx	Audit Contract Staff Report

The	Governing Board <b>BOARD OF COMMISSIONERS</b>
of	Primary Government Unit (or charter holder) <b>CLEVELAND COUNTY</b>
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name <b>THOMPSON, PRICE, SCOTT, ADAMS &amp; CO, P.A.</b>
	Auditor Address <b>1626 S MADISON STREET, WHITEVILLE, NC 28472</b>

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
ROBERT L. JACKSON	FINANCE OFFICER - CLEVELAND COUNTY	lucas.jackson@clevelandcountync.gov

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	CLEVELAND COUNTY
Audit Fee	\$ 53,500.00
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 1,500.00
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 41,250.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 04/21/20	Email Address* alanthompson@tpsacpas.com

**GOVERNMENTAL UNIT**

Governmental Unit* CLEVELAND COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a)) 	
Mayor/Chairperson (typed or printed)*	Signature* 
Date 	Email Address 

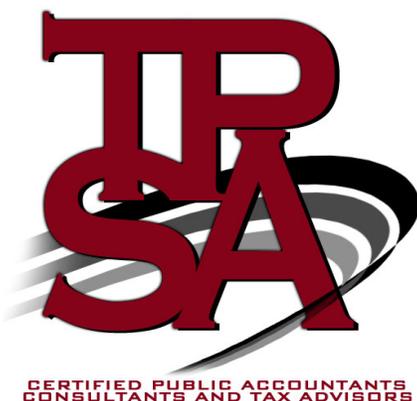
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* (typed or printed) Robert Lucas Jackson	Signature* 
Date of Pre-Audit Certificate* 	Email Address* lucas.jackson@clevelandcountync.gov



April 21, 2020

Cleveland County  
311 East Marion Street  
Shelby, NC 28152

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Cleveland County for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Cleveland County as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Cleveland County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Cleveland County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
3. Schedule of Changes in the Total OPEB Liability and Related Ratios
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions - ROD

We have also been engaged to report on supplementary information other than RSI that accompanies the Cleveland County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Cleveland County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

## **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures-Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Cleveland County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Cleveland County's major programs. For federal programs that are included in the 2019 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2019 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be

to express an opinion on Cleveland County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Cleveland County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will assist in the preparation of year-end adjusting entries as needed. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 1, 2020.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Shane Fox), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately May 1, 2020 and to issue our reports no later than October 31, 2020. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$55,000. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to the Cleveland County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alan W. Thompson".

Alan W. Thompson, CPA  
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Cleveland County.

**SIGN HERE**

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_ ✓

Date: \_\_\_\_\_ ✓

**SIGN HERE**

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_ ✓

Date: \_\_\_\_\_ ✓

CC: Board of Commissioners



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# Cleveland County

NORTH CAROLINA

## STAFF REPORT

To: County Commissioners Date: 04/28/2020  
Via: Brian Epley, County Manager  
From: Lucas Jackson, Finance Director  
Subject: Annual External Audit Contract Amendment

Summary Statement:

N.C.G.S. 159-34 requires each unit of local government in North Carolina to have its' accounts audited at the close of each fiscal year by a certified public accounting firm. The audit evaluates the performance of a unit of local government with regard to compliance with applicable federal and state laws as well as the accuracy and reliance of the financial statement disclosures.

Review:

Each year Cleveland County's audit contract must be approved first by the County Board of Commissioners and then the North Carolina Local Government Commission. The Finance Department is recommending renewal of the contract with Thompson, Price, Scott, Adams & Co, P.A. for the 2019-2020 fiscal year audit.

Fiscal Impact: No increase from last years audit contract- \$53,500.

Recommendation: Finance Director recommends approval of the 2019-2020 fiscal year audit contract with Thompson, Price, Scott, Adams & Co, P.A.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Motorcycle Awareness Month**

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**Department:** Commissioners  
**Agenda Title:** Motorcycle Awareness Month  
**Agenda Summary:**  
**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Motorcycle_Awareness_Month_.pdf	Motorcycle Awareness Proclamation

## **Motorcycle Awareness Month 2020**

**Whereas**, motorcycles are an increasingly popular means of transportation for commuting, touring and recreational use; and

**Whereas**, with the warmer weather approaching, more motorcycles will be on the highways and the need to be more aware of their presence is of the utmost urgency; and,

**Whereas**, it is especially important the citizens in Cleveland County be aware of motorcycles on the streets and highways and to recognize the importance of motorcycle safety in general and promoting vigilant driving procedures as well as limiting grass clippings on the roadways can reduce the occurrence of injuries and fatalities for operators of all motor vehicles including motorcycles; and

**Whereas**, safe motorcycle operation is enhanced through a combination of rider training and experience, good judgement and observance of traffic laws; states and motorcycle organizations across this country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles. A motorcycle organization conducting a variety of activities and fund raising activities for various charities for our community; and

**Now, Therefore Be It Resolved That** the Cleveland County Board of Commissioners proclaim May 2020 as **Motorcycle Awareness Month** and ask all citizens to join in the effort to keep Cleveland County's roads safe for all.

**Adopted this, the 5<sup>th</sup> day of May, 2020.**

\_\_\_\_\_  
Susan Allen, Chairman

\_\_\_\_\_  
J. Ronnie Whetstine, Vice-Chairman

\_\_\_\_\_  
Johnny Hutchins, Commissioner

\_\_\_\_\_  
Doug Bridges, Commissioner

\_\_\_\_\_  
Deb Hardin, Commissioner

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Shelby High School Baseball Field Improvements**

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**Department:**

**Agenda Title:** Shelby High School Baseball Field Improvements

**Agenda Summary:** Brian Epley, County Manager

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Staff_report_shelby_high_baseball_field.docx	Staff Report BB Field



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# Cleveland County

NORTH CAROLINA

## STAFF REPORT

To: County Commissioners Date: May 4, 2020  
Via: Brian Epley, County Manager  
From: Kerri Melton, Assistant County Manager  
Subject: Shelby High School Baseball Field Improvements

Summary Statement:

In 2008, Cleveland County hosted the first American Legion World Series on the Shelby High School Baseball field. In 2011, Shelby won a bid to be the permanent home of the American Legion World Series. The American Legion World Series games have been played in Shelby, North Carolina since that time.

Review:

The baseball field at Shelby High School is in need of improvements to better secure the American Legion World Series long term. The American Legion World Series is an event that draws thousands of visitors from across the country to Shelby, North Carolina.

With the cancellation of the Shelby High School baseball season, the Post 82 baseball season and the American Legion World Series, now is the opportune time to complete these improvements. Proposed improvements will include laser grading of the field, turf improvements and replacement of existing perimeter fencing. The estimated project cost is \$350,000. The county has been asked to allocate \$75,000 towards these public asset improvements with the remaining funds being raised privately. The funds will be allocated from Travel and Tourism.

Fiscal Impact: \$75,000 in FY 19/20. Funds will be paid directly to the contractor hired to complete field improvements

\*\*\*There will be no funding allocated to the American Legion World Series in the FY 20/21 budget

Recommendation: Approve \$75,000 in funding for improvements to the Shelby High School baseball field.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**COVID-19 Personnel Update**

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**Department:**

**Agenda Title:** COVID-19 Personnel Update

**Agenda Summary:** Elliot Engstrom, Deputy County Attorney

**Proposed Action:**

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**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> Personnel_Update_COVID19_Staff_Report.docx	Staff Report
<input type="checkbox"/> DRAFT_COVID-19_RESOLUTION.pdf	COVID-19 Resolution

## STAFF REPORT

To: Board of Commissioners

Date: May 1, 2020

From: Elliot Engstrom, Deputy County Attorney

Subject: COVID-19 Personnel Resolution

### **Summary Statement:**

Staff recommends adopting a resolution summarizing, approving, and requiring certain personnel actions in response to the COVID-19 pandemic.

### **Review:**

In response to the COVID-19 pandemic, County government ceased certain operations and conducted others with reduced staffing, resulting in some employees being unable to work for a period of time.

During a time of such uncertainty, it has been important for the County to support its employees, including those employees who have been on the front lines of the County's response to the pandemic. It is further important for County government to learn from any changes and innovations that have been put in place that might be beneficial even after the pandemic subsides.

By adopting this resolution, the Board of Commissioners would take the following actions:

- Ratify the County Manager's grant of 160 (160) hours of sick time to all full-time employee;
- Ratify the County Manager's authorization for employees to take leave from whatever source they choose (vacation, sick, comp, etc.), until the Board retracts its declaration of a State of Emergency;
- Postpone biometrics and direct the County Manager and Human Resources Director to take appropriate action to pay employees their annual HSA dollars on a fair and consistent basis; and
- Require the County Manager to take several actions aimed at protecting employees, promoting remote work, and capturing any innovations that may be useful in the future.

Because some of these are personnel actions and the County keeps its personnel policies in an ordinance, this resolution would need to be approved as provided for in N.C.G.S. § 153A-45 (by a unanimous vote of the Board).

**Attachments:**

- Proposed Resolution

**Action Requested**

Adopt the resolution by a unanimous vote of the Board.

###

## **Resolution Approving and Requiring Certain Personnel Actions in Response to the COVID-19 Pandemic**

WHEREAS, in response to the COVID-19 pandemic, County government ceased certain operations and conducted others with reduced staffing, resulting in some employees being unable to work for a period of time;

WHEREAS, it is important for County government to support its employees, including those employees who have been on the front lines of the County's response to the COVID-19 pandemic;

WHEREAS, it is important for County government to maintain, learn from, and further develop any operational innovations have been developed in response to the COVID-19 pandemic;

WHEREAS, it is important for County government to continue to encourage and enable social distancing and virtual work where possible during the COVID-19 pandemic; and

WHEREAS, N.C.G.S. § 153A-94 authorizes the Board of Commissioners to "adopt or provide for rules and regulations or ordinances concerning but not limited to" sick leave.

THEREFORE, THE CLEVELAND COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The County Manager's grant of eighty (80) hours of sick time to all full-time employees on March 27, 2020 is hereby ratified and approved;
2. The County Manager's grant of eighty (80) hours of sick time to all full-time employees on April 9, 2020 is hereby ratified and approved;
3. The County Manager's authorization for employees to take leave from whatever source they choose in whatever order they choose, whether it be vacation, sick, or compensatory time, is hereby ratified and approved and shall remain in effect until this Board retracts the State of Emergency that it declared on March 17, 2020;
4. Biometrics shall be postponed until October 2020, and the County Manager and Human Resources Director shall take appropriate action to pay employees their Health Savings Account ("HSA") dollars on a fair and consistent basis;
5. The County Manager shall further:
  - a. Ensure that employees who physically report to work have personal protective equipment (PPE) to the extent that such PPE is available;
  - b. Promote and allow virtual and remote work to the extent that such virtual

and remote work is, in the discretion of the County Manager, safe and practicable;

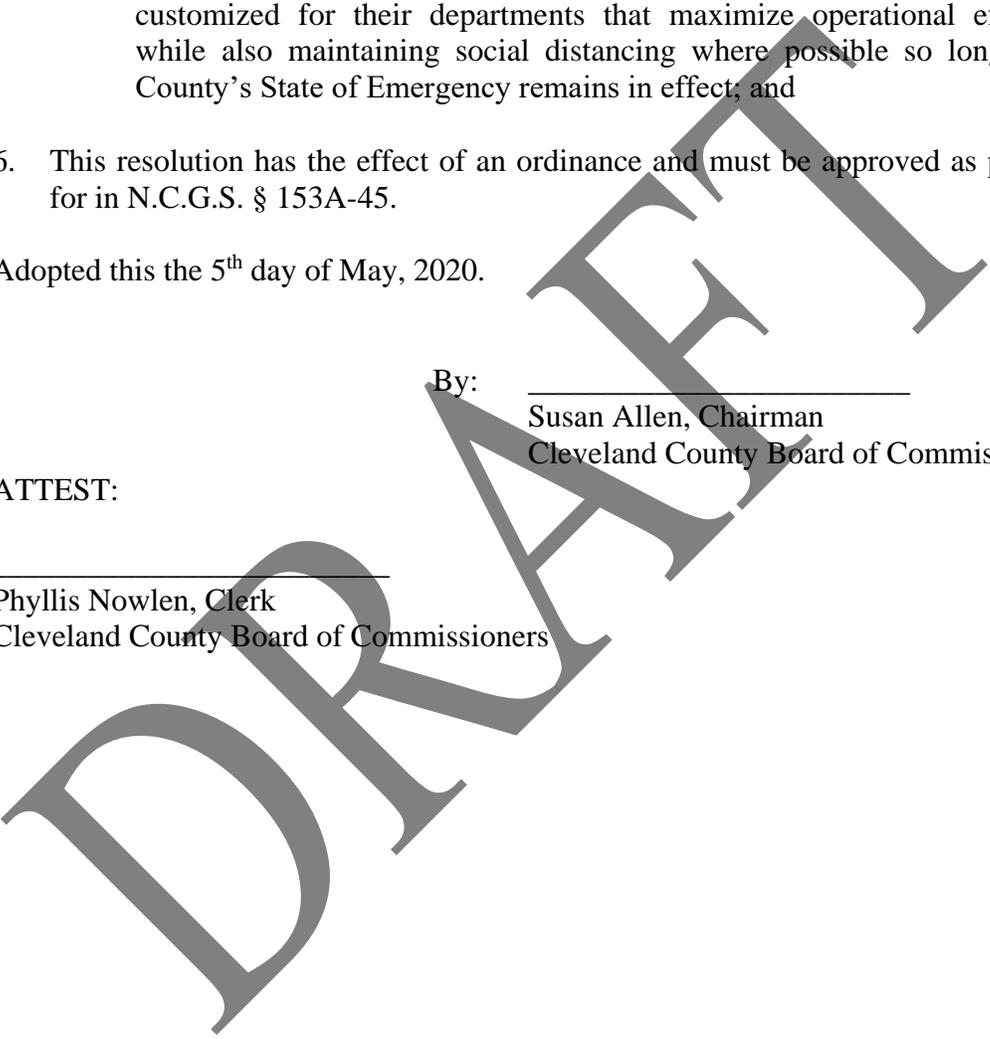
- c. Conduct an analysis of innovations throughout County government in response to the COVID-19 pandemic and ensure that any useful innovations are captured, kept in practice, and further developed after the pandemic has subsided; and
  - d. Encourage each County Department Head to develop work plans customized for their departments that maximize operational efficiency while also maintaining social distancing where possible so long as the County's State of Emergency remains in effect; and
6. This resolution has the effect of an ordinance and must be approved as provided for in N.C.G.S. § 153A-45.

Adopted this the 5<sup>th</sup> day of May, 2020.

By: \_\_\_\_\_  
Susan Allen, Chairman  
Cleveland County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**2020 Census Timeline**

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**Department:**

**Agenda Title:** 2020 Census Timeline

**Agenda Summary:** Kerri Melton, Assistant County Manager

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Staff_report_census.docx	Census Staff Report



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# Cleveland County

NORTH CAROLINA

## STAFF REPORT

To: County Commissioners Date: May 4, 2020  
Via: Brian Epley, County Manager  
From: Kerri Melton, Assistant County Manager  
Subject: 2020 Census Update

Summary Statement:

The 2020 Census is currently under way. Due the COVID-19 pandemic, the timeline for the census has been modified by the US Census Bureau.

Review:

Below, please find updated Census timeline. Information will be shared regarding the response rates in the country, state, county and local municipalities. We will continue to look for opportunities to encourage our residents to respond to the 2020 Census.

**Amended 2020 Census Operations Timelines**

Reactivation of the activities - June 1st.  
Field activities - June 13th  
Respond on line - Until October 31st.  
Group quarters - September 30th.  
Update leave - June 13st until July 9th  
Update enumerators - June 14st until July 29th  
Prisons, hospitals, etc - July 9th until September 30th  
Non respond follow up - August 11th until October 30th  
President - April 30th 2021  
Governors - July 2021

Fiscal Impact: None

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Adjourn**

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**Department:**

**Agenda Title:** The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, May 19, 2020 at 6:00pm in the Commissioners Chamber.

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available