

Cleveland County Board of Commissioners
February 19, 2019

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Susan Allen, Chairman
Ronnie Whetstine, Vice-Chair
Johnny Hutchins, Commissioner
Doug Bridges, Commissioner
Deb Hardin, Commissioner
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Chris Green, Tax Administrator
Shane Fox, Chief Financial Officer
Elliot Engstrom, Senior Staff Attorney
Ryan Wilmoth, Emergency Medical Services Director
Lorie Poston, E-911 Communications Director
Allison Mauney, Human Resources Director
Perry Davis, Emergency Management Director/Fire Marshal
Jason Falls, LeGrand Center Executive Director
Jane Shooter, Interim Social Services Director
Dorothea Wyant, Health Director
Daryl Sando, Electronic Maintenance Director
Marty Gold, Information Technology Director
Clifton Philbeck, Elections Director

CALL TO ORDER

Chairman Allen called the meeting to order and American Legion Post 82 Commander Jim Holland and Post 155 Commander Tommy Schytle provided the invocation and Commander Holland led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

SPECIAL PRESENTATION

Chairman Allen recognized Jim Quinlan, American Legion Post 82 Commander, to speak about the 100th Anniversary of the American Legion. The American Legion was founded by World War I veterans who, when they returned home, had no veteran's administration or benefits. They began strong lobbying efforts which started the Veteran's Administration and were responsible for the GI Bill in 1944. The American Legion gave a grant to the American Heart Association (AHA) which was a key factor in creating the AHA. Several years later with another grant, the American Legion started the American Mental Health Association. Throughout history, the American Legion has been instrumental in the creation of several health associations and the legion continues to grow by leaps and bounds. Members of the association are proud to be part of the organization and what it represents.



Proclamation

Number 02-2019

The Year of The American Legion and American Legion Auxiliary 2019

Whereas, the American Legion was chartered by Congress in 1919 as a wartime veterans organization based on four pillars of Veterans Affairs and Rehabilitation, National Security, Patriotism, and Children and Youth; and

Whereas, the members of The American Legion are dedicated to upholding the principals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

Whereas, the American Legion Auxiliary was also founded in 1919 to support The American Legion and honoring the sacrifices of those who served by enhancing the lives of our veterans, military, and their families, both at home and abroad; and

Whereas, Cleveland County has always held the highest degree of honor to veterans and those service men and women who have answered the call to defend and serve our Country through peace and war; and

Whereas, the Cleveland County Board of Commissioners, have formed a strong partnership with American Legion Officials and is appreciative of this relationship through the hosting of the American Legion World Series; and

Whereas, the American Legion World Series brings together players, managers, coaches, officials, parents and countless others from all over the world in an atmosphere of wholesome community activity in Cleveland County.

Now, Therefore Be It Resolved, that we, the Cleveland County Board of Commissioners, do hereby proclaim 2019 as the Year of The American Legion and American Legion Auxiliary and encourage all citizens to join in the centennial celebration.

Adopted this the 19th day of February 2019.


Susan Allen, Chair


J. Ronnie Whetstine, Vice-Chairman


Jeffery Hutchins, Commissioner


Douglas Bridges, Commissioner


Deb Hardin, Commissioner



CITIZEN RECOGNITION

No one registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the **February 5, 2019 regular meeting**, in board members packets.

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

TAX COLLECTOR'S MONTHLY REPORT

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

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

TAX DEPARTMENT: ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY

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

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

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *authorize the tax collector to, on or about March 15, 2019, advertise tax liens on real property that remain unpaid as of March 7, 2019. Advertisement shall be made in the manner provided by N.C.G.S. 105-369.*

DEPARTMENT OF PUBLIC SAFETY PROBATION & PAROLE LEASE AGREEMENT

State statute requires the County to provide space to probation officers and their support staff from the Department of Public Safety (DPS). DPS has requested that the County Manager enter into a lease formalizing the County’s current arrangement. Staff recommend entering into the lease. Probation and Parole staff from DPS have been occupying space at 408 E. Marion Street in Shelby, near the courthouse. However, they have been doing so with no formal agreement. DPS has requested a formal lease be entered into between DPS and the County, and County staff agrees, and the lease will serve as evidence of the County’s compliance with G.S. 15-209. The lease runs through September 30, 2021 for the sum of \$1.00, and includes parking, facilities, and janitorial services that the County has traditionally provided to DPS staff.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve the Department of Public Safety Probation & Parole Lease Agreement.*

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 14th day of March, 2019, by and between COUNTY of CLEVELAND, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

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

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

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

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

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

DEPARTMENT OF PUBLIC SAFETY(Probation and Parole)

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

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of October, 2018 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of September, 2021.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

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

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7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 311 East Marion Street, 2nd Floor, Shelby, North Carolina 28150 and the Lessee at 4227 Mail Service Center, 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

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3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

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

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

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

STATE OF NORTH CAROLINA

By: Joanne Rowland (SEAL)
Joanne Rowland, Director
DPS-Purchase and Logistics

LESSOR: Brian Epley (SEAL)
The County of Cleveland
Brian Epley, County Manager

*approved at the Feb 19, 2019
Regular Commissioners Meeting.

ATTEST:

Phillip Nordon
Secretary
(CORPORATE SEAL)

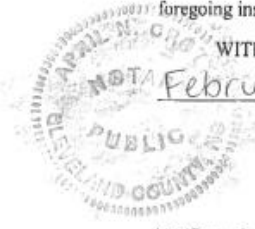


STATE OF NORTH CAROLINA

COUNTY OF Cleveland

April N Crofts, a Notary Public in and for the County and State aforesaid, do hereby certify that **Brian Epley**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Cleveland County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 19th day of February, 2019.



April N Crofts
Notary Public

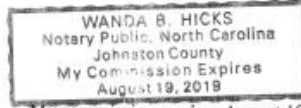
My Commission Expires: 5-7-2020

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 14th day of March, 2019.



Wanda B Hicks
Notary Public

My commission expires August 19, 2019

PLANNING DEPARTMENT: REZONING CASE 19-04 (Schedule Public Hearing for April 2, 2019)

The Planning Department is requesting a Public Hearing be set for Tuesday, April 2, 2019 to hear Case 19-04, rezone property at 1323 N Post Rd from Restricted Residential (RR) to Light Industrial-Conditional Use District (LI-CD). The property is approximately 40 acres and consists of 4 adjoining parcels. It is located on property off Highway 180 behind Fisher's Tree Service and Christine's Homes, and also adjoining the future 74 Bypass. Mr. Fisher has acquired the property and wishes to operate a mulch producing and green waste recycling facility. He has submitted an application and site plan showing how the property will be used. This business will accept green waste, such as grass clippings, leaves, limbs, trees, and stumps, and then recycle the material into mulch and firewood. Mr. Fisher's existing business includes tree services and firewood sales.

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

PLANNING DEPARTMENT: REZONING CASE 19-05 (Schedule Public Hearing for March 19, 2019)

The Planning Department is requesting a Public Hearing be set for Tuesday, March 19, 2019 to hear Case 19-05, rezone property at 1201 South Post Road from Restricted Residential (RR) to General Business (GB). The property is 1.93 acres on the corner of South Post and Joe's Lake Road. The property is zoned Restricted Residential (RR) and is also covered by the Highway Corridor Overlay. The property has been used since 1999 as a Commercial building with tenants covering multiple business uses allowed in the Corridor. The surrounding zoning is Restricted Residential (RR) to the immediate South and East, with General Business (GB) to the North, Neighborhood Business (NB) and Light Industrial (LI) to the immediate North West across Joe's Lake Road, and General Business (GB) across South Post Road to the East.

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

ENGINEERING: WILDLIFE MEMORANDUM OF AGREEMENT

This is amendment #4 to the Memorandum of Agreement between North Carolina Wildlife Commission and Cleveland County executed on November 7th, 2013. This amendment assigns responsibilities for construction, maintenance, operation, and financial commitments of both parties to provide an additional 104.14 acres of Skeet, Trap, and 5 Stand fields at the Foothills Public Shooting Complex in Cleveland County. One of the many goals of establishing the Foothills Public Shooting Complex was to expand economic development by hosting local, state, national, and international shooting sports competitions. This Memorandum of Agreement Amendment #4 provides the next stage in achieving this goal.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Wildlife Memorandum of Agreement.***

MEMORANDUM OF AGREEMENT

AMENDMENT #4

Between
North Carolina Wildlife Resources Commission
And
Cleveland County

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

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

I. PURPOSE OF THE AMENDMENT

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

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

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

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

B. The COUNTY agrees to:

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

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

III. TERMINATION

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

IV. TERM OF AGREEMENT

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

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Page 2 of 3

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

CLEVELAND COUNTY


Susan K. Allen, Chairman Board of Commissioners

ATTEST:


Brian Epley, County Manager

*approved at the Feb 19, 2019 Regular Commissioners meeting.

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION


Gordon S. Myers, Executive Director
Wildlife Resources Commission

ATTEST:


Erik D. Christofferson, Deputy Director of Operations
Wildlife Resources Commission

RESOLUTION IN SUPPORT OF LOCAL CONTROL OF SCHOOL CALENDARS

Cleveland County Schools (CCS) work to create an educational experience for students and to prepare them to be successful in their post-secondary careers. The current legislation directs the start of the school year for traditional school calendars. The legislation creates several concerns for the Cleveland County School Board with the biggest concern being related to first semester testing and alignment with the community college calendar.

Several other areas of concerns include:

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

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the proclamation in support of local control of school calendars.***

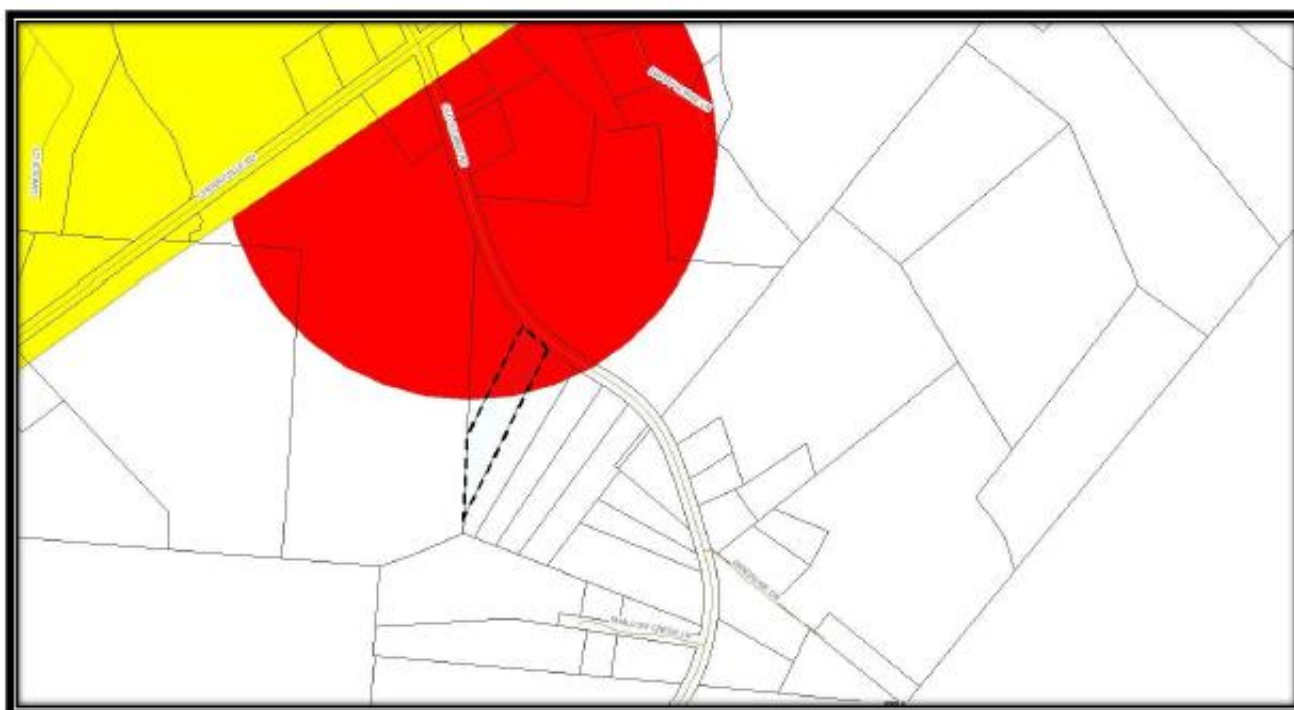


PUBLIC HEARINGS

PLANNING DEPARTMENT: CASE 19-02; REZONE PROPERTY AT 823 OLD STUBBS ROAD FROM RESIDENTIAL TO LIGHT INDUSTRIAL – CONDITIONAL DISTRICT

Chairman Allen called Chris Martin, Senior Planner, to the podium to present the re-zoning request for property at 823 Old Stubbs Road from Residential (R) to Light Industrial Conditional District (LI-CD). The property is two acres in size and is located north of Moss Lake, about 0.2 miles from an intersection with Highway 150/Cherryville Road. Jason Hamrick has acquired the property and wishes to operate a metal fabrication business at this location in a pre-existing building. He has submitted an application and site plan showing how the property will be used. There is an existing building on the property that has been used as a yarn and knitting business which has since closed. The previous business was established prior to the adoption of zoning in this area. The property is zoned Residential (R). The surrounding area is comprised of residential uses, and a storage facility further down Old Stubbs Road, along with some retail businesses at the intersection of Old Stubbs Road and Highway 150. The Land Use Plan designates the intersection future commercial, with the designation reaching Mr. Hamrick’s property. The Land Use Plan encourages the redevelopment of vacant buildings, per Strategy I-A3. The Planning Board voted unanimously to recommend approving the rezoning request from Residential (R) to Light Industrial Conditional District (LI-CD). The proposed use of a metal fabrication and welding facility, is compliant with the Future Land Use Plan’s designation of Future Commercial in this area. The Land Use Plan, per Strategy I-A3, encourages the redevelopment of vacant buildings and that necessary rezoning should not be viewed as being contrary to the spirit and intent of the Plan.

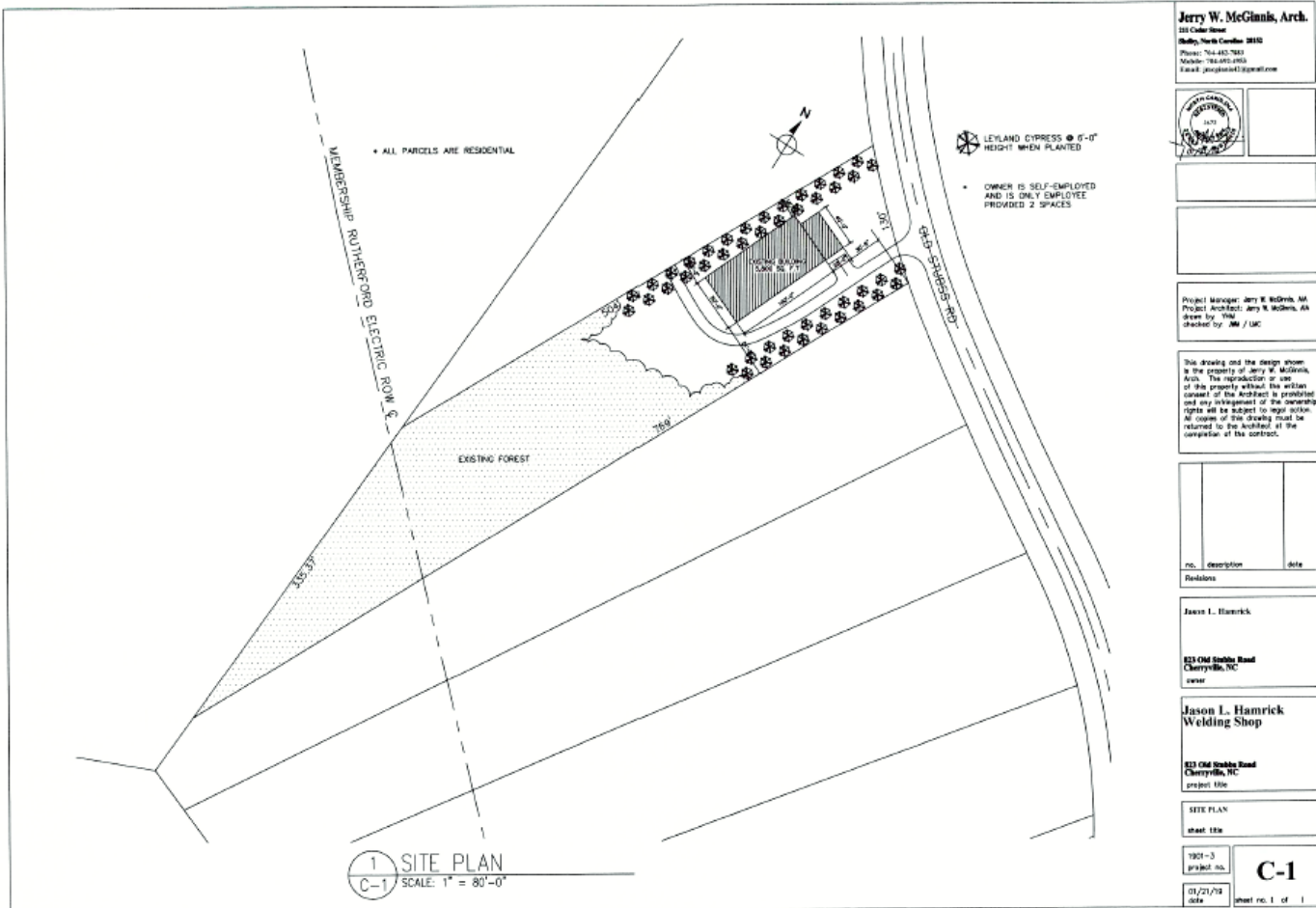
Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD
Land Use Map, Parcel # 44164, 1.9 acres



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



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



Jerry W. McGinnis, Arch.
 255 Coleridge
 Shelby, North Carolina 28150
 Phone: 704-483-7887
 Mobile: 704-858-6993
 Email: jmcginnis@jmcginnis.com

Project Manager: Jerry W. McGinnis, Arch.
 Project Architect: Jerry W. McGinnis, Arch.
 Drawn by: JWC
 Checked by: JWC

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 Arch. The reproduction or use
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 returned to the Architect at the
 completion of this contract.

no.	description	date

Jason L. Hamrick
 823 Old Stubbs Road
 Cherryville, NC
 owner

Jason L. Hamrick
 Welding Shop
 823 Old Stubbs Road
 Cherryville, NC
 project site

SITE PLAN
 sheet title

1902-3
 project no.
 01/21/19
 date

C-1
 sheet no. 1 of 1

1 SITE PLAN
 C-1 SCALE: 1" = 80'-0"



Chairman Allen opened the Public Hearing at 6:26 pm for anyone wanting to speak for or against rezoning case 19-02; rezone property at 823 Old Stubbs Road from Residential (R) to Light Industrial-Conditional District (LI-CD). (*Legal Notice was published in the Shelby Star on Friday, February 8, 2019 and Friday, February 15, 2019.*)

Hearing no comments, Chairman Allen closed the Public Hearing at 6:27 pm.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and passed unanimously by the Board to, ***approve rezoning case 19-02; rezone property at 823 Old Stubbs Road from Residential (R) to Light Industrial-Conditional District (LI-CD).***

REGULAR AGENDA

PARTNERS BEHAVIORIAL HEALTH MANAGEMENT

Chairman Allen stated with the introduction of Medicaid Transformation, the Board has Cleveland County may get a different Local Management Entity/Managed Care Organization (LME/MCO). There has been talk across the State that they may be changing regions and we want to ensure we have the choice to keep Partners. Chairman Allen invited Andrew Schrag, Regional Director of Community Operations for Partners Behavioral Health Management, to give some information about the LME/MCO and a brief update on what Partners Behavioral Health has been doing the last few months.

Mr. Schrag advised, in late February or early March, it is expected the North Carolina Department of Health and Human Services (DHHS) Secretary will begin looking at regions and potential realignment within the state as part of Medicaid Transformation. Partners Behavioral Health would like to have resolutions in place from the local counties in hopes the DHHS Secretary will honor the counties' requests to stay with Partners. Partners continues to work hard with individual counties and wants that partnership to continue. (Partners wants to keep the collaborative relationship and align resources and efforts to meet the needs of the county.) Several current projects in the community include Partnering for Community Prosperity, Partnering for Excellence and Crisis Intervention

Training for first responders. Another project launched, in conjunction with the police department and the school system, is “Handle with Care.” If law enforcement is called out to a domestic violence case at night and a child is in the home during the incident, that child may not have gotten any sleep during the night and could have a difficult day in school. Law enforcement will contact the school and let them know to “handle with care” that child resulting in letting the child get some rest and re-engaging them in school instead of perpetuating the bad day with a possible trip to the office and detention. Mr. Schrag reviewed the recent changes with the state involving Medicaid Transformation outlined below. The Board thanked Mr. Schrag and Partners for the continued hard work and positive impact they have in the community.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, *approve the proclamation Supporting Partners Behavioral Health Management as the County’s Choice for LME/MCO.*

NC Medicaid Managed Care Prepaid Health Plan Contract Awards

NC Medicaid

Fact Sheet

Today, the North Carolina Department of Health and Human Services (the Department) announced the entities who have received contracts to participate as Prepaid Health Plans (PHPs) in Medicaid Managed Care when the program launches in November 2019. PHPs were selected based on a thorough and fair evaluation of responses submitted to the Request for Proposal (RFP) released by the Department in August 2018.

BACKGROUND

In 2015, the NC General Assembly enacted Session Law 2015-245, directing the transition of Medicaid from a predominantly fee-for-service structure to managed care. In managed care, the Department will remain responsible for all aspects of the Medicaid and NC Health Choice programs. The Department will delegate the direct management of certain health services and financial risks to PHPs, which will contract with care providers to deliver services to their members.

From 2015 to 2018, extensive collaboration and feedback from stakeholders shaped a detailed program for Medicaid Managed Care that is innovative, consistent with North Carolina and federal laws, and responsive to the needs of the beneficiaries, as well as clinicians, hospitals and health plans. In October 2018, North Carolina received federal approval from the Center for Medicare & Medicaid Services (CMS) to transition to Medicaid managed care and make other changes related to Medicaid Transformation.

RFP EVALUATION PROCESS

This is the largest procurement in Department history. The selected PHPs will provide managed care services to most Medicaid and NC Health Choice beneficiaries. The RFP clearly communicated the Department’s requirements and defined the standards that PHPs must adhere to in contracting with the Department.

The Department selected PHPs, using a competitive procurement process, started with issuing an RFP for

Medicaid Managed Care Prepaid Health Plans on Aug. 9, 2018. The Department opened proposals from potential PHPs on Oct. 12, 2018. The Department’s Medicaid Procurement and Contracts section first reviewed proposals to determine that they were in the proper form and included all required documents, as described in the RFP.

An Evaluation Committee was formed, consisting of Department Medicaid employees. The Evaluation Committee first screened the proposals and determined if minimum qualifications outlined in the RFP were met. Then, over the next four months, the Evaluation Committee reviewed those proposals and developed an award recommendation based on the methodology described in the RFP.

The Department will submit the contracts to CMS for its approval.

SELECTED PREPAID HEALTH PLANS

Statewide PHP contracts were awarded to the following entities, which will offer Standard Plans in all regions in North Carolina:

- AmeriHealth Caritas North Carolina, Inc.
- Blue Cross and Blue Shield of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.

A regional PHP contract was awarded to Carolina Complete Health, a provider-led entity, which will offer plans in Regions 3 and 5 (see page 3 for information about regions).

AN IMPORTANT NOTE ON PHP SELECTION

The Evaluation Committee recommended the selection of four statewide PHPs and no regional PHPs. The Department accepted the committee’s recommended four statewide PHPs, and also selected one Provider-Led Entity in regions 3 and 5 to ensure consistency with the intent of S.L. 2015-245, the authorizing legislation for Medicaid managed care.

Three Provider-Led Entities responded to the RFP. Only two of these, however, submitted an offer for a regional contract award. Of these, only Carolina Complete Health’s total score achieved the threshold to meet overall expectations.

All PHPs will be subject to rigorous oversight by the Department to ensure strong provider networks, a full range of benefits, accountability for quality and outcomes, a positive beneficiary experience and timely payments to providers, among other aspects of a successful managed care program.

TIMING OF MEDICAID MANAGED CARE LAUNCH

About 1.6 million Medicaid and NC Health Choice beneficiaries will enroll in a Standard Plan, which will provide integrated physical health, behavioral health and pharmaceutical services. To ease the transition to Medicaid Managed Care, Standard Plans will launch in two phases.

In Regions 2 and 4, Medicaid Managed Care will launch in November 2019:

- **Region 2:** Alleghany, Ashe, Davidson, Davie, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, Watauga, Wilkes, and Yadkin counties.
- **Region 4:** Alamance, Caswell, Chatham, Durham, Franklin, Granville, Johnston, Nash, Orange, Person, Vance, Wake, Warren, and Wilson counties.

In all other regions, Medicaid Managed Care will launch in February 2020:

- **Region 1:** Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, and Yancey counties.
- **Region 3:** Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union counties.
- **Region 5:** Bladen, Brunswick, Columbus, Cumberland, Harnett, Hoke, Lee, Montgomery, Moore, New Hanover, Pender, Richmond, Robeson, Sampson, and Scotland counties.
- **Region 6:** Beaufort, Bertie, Camden, Carteret, Chowan, Craven, Currituck, Dare, Duplin,

Edgecombe, Gates, Greene, Halifax, Hertford, Hyde, Jones, Lenoir, Martin, Northampton, Onslow, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, and Wayne counties.

IMPORTANT UPCOMING DATES

The Department will provide updates about the progress toward implementing Medicaid Managed Care.

- Health care providers will review which PHPs were awarded and hold contract discussions with the PHPs.
- The Department will work with the PHPs to prepare for the launch of NC Medicaid Managed Care, including system and operational readiness and compliance with contract provisions.
- NC Medicaid beneficiaries will begin receiving information in the mail about managed care, the health plan options available to them and how to enroll in the plan they want. Eligible beneficiaries will receive a welcome packet with information about selecting a PHP.

Below are important activities which will occur as the Department and the PHPs prepare for Medicaid managed care:

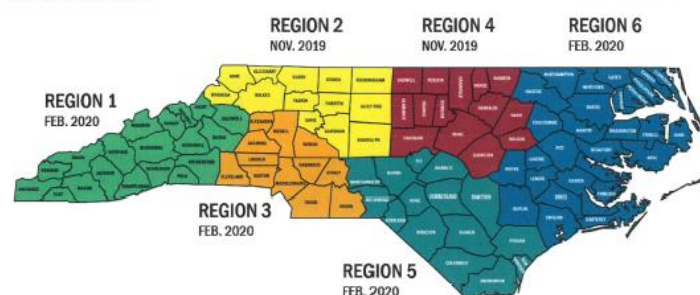
Summer 2019. Each PHP has contracted with many care providers as it builds its network to meet Department standards.

July 2019. Enrollment Broker must have its call center operational and relevant staff located in North Carolina.

July-September 2019. Managed care will start in two phases. For regions in Phase 1, this will be the window in which beneficiaries select a PHP.

September 2019. Beneficiaries who do not select a PHP will have one automatically assigned to them, based on the Department’s auto-assignment algorithm.

NC MEDICAID MANAGED CARE REGIONS



September-October 2019. Beneficiaries will receive a welcome packet and identification card from their selected or assigned PHP. The PHP will receive transition of care information from the Department to support continuity of care and care management.

November 2019. NC Medicaid Managed Care Phase 1 will launch. Beneficiaries in Regions 2 and 4 will begin to receive services through their PHPs.

October-December 2019. For regions in Phase 2, this will be the window in which beneficiaries select a PHP.

February 2020. NC Medicaid Managed Care Phase 2 will launch. Beneficiaries in the remaining four Regions will begin receiving services through their PHPs.

MORE INFORMATION

For more information on North Carolina Medicaid Managed Care, visit the Medicaid Transformation website at ncdhhs.gov/medicaid-transformation.



Proclamation

Number 04-2019

Support of Partners Behavioral Health Management as Cleveland County's Choice for LME/MCO

Whereas, Partners Behavioral Health Management ("Partners") has served Cleveland County as our Local Management Entity/Managed Care Organization (LME/MCO) for many years; and

Whereas, Partners has provided exceptional and often innovative services in Cleveland County in the areas of Mental Health, Substance Use, Intellectual/Developmental Disabilities (MH/SU/IDD), Opioid Crisis Management, Social Determinants of Health (SDOH), Whole-Person Integrated Care (WPIC) and many other related areas; and

Whereas, Partners has formed and continually nurtures strong collaborative relationships and engagement with a comprehensive group of stakeholders such as City Government, County Government, Law Enforcement, Sheriff, Police, Department of Health and Human Services, Juvenile Crime Prevention Council, Social Services, Courts and Hospitals; and

Whereas, Partners uses highly trained, caring and educated professionals to ensure provision of timely, appropriate care to all eligible consumers guided by Partners' calling of "Improving Lives. Strengthening Communities"; and

Whereas, Partners is highly responsive to and keeps our county stakeholders and leaders well informed, including dedicated staff and communications customized to our needs and desires; and

Whereas, pursuant to state law, including North Carolina General Statute §122C-115(a3), North Carolina counties have a legislated right to choose their LME/MCO; and

Whereas, North Carolina legislative and regulatory actions are providing "Medicaid Transformation" decisions and plans – substantive and budgetary -- that might jeopardize these benefits this county enjoys being aligned with Partners;

Now Therefore, Be It Resolved, that Cleveland County wholeheartedly and without reservation reaffirms its choice of Partners Behavioral Health Management as our LME/MCO; and further insists that any Medicaid Transformation that changes regions served by LME/MCOs and "Tailored Plans" preserve this choice the County remain aligned with Partners and in Partners'

present and future "catchment area" or "region," with full, reliable and adequate funding and authority to continue Partners' exceptional work with us and our citizens.

Adopted this the 19th day of February, 2019.

Susan Allen, Chair

J. Ronnie Whetstine, Vice-Chairman

Jeffery Hutchins, Commissioner

Douglas Bridges, Commissioner

Deb Hardin, Commissioner



BOARD APPOINTMENTS

CLEVELAND COUNTY SOCIAL SERVICES ADVISORY BOARD

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to appoint Danny Blanton and Denise Wright to serve as members of this board*, for a period of four-years, scheduled to conclude June 30, 2023.

CLOSED SESSION

ACTION: Commissioner Hardin made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to go into closed session per N.C.G.S. 143-318.11(a)(3), (a)(5), and (a)(6) to consult with an attorney in order to preserve the attorney-client privilege, to consider a personnel matter, and to establish the terms of an employment contract.* (Copy of closed session minutes are sealed and found in Closed Session Minute Book).

RECONVENE IN REGULAR SESSION

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

Chairman Allen announced no action was taken during the closed session; information only was given.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adjourn*. The next meeting of the Commission is scheduled for *Tuesday, March 19, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.*

*Susan Allen, Chairman
Cleveland County Board of Commissioners*

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