

Cleveland County Board of Commissioners
July 6, 2021

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: Doug Bridges, Chairman
Deb Hardin, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Kevin Gordon, Commissioner
Tim Moore, County Attorney
Brian Epley, County Manager
Phyllis Nowlen, Clerk to the Board
Scott Bowman, Maintenance Director
Allison Mauney, Human Resources Director
Chris Martin, Planning Director
Sherry Lavender, Tax Assessor
Perry Davis, Emergency Management Director/Fire Marshal
Tiffany Hansen, Health Department Director

CALL TO ORDER

Chairman Bridges called the meeting to order and Steve Padgett, Small Business Development Director, provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Gordon and unanimously adopted by the Board to, ***approve the agenda as presented.***

SPECIAL RECOGNITION

FIRE CHIEF OF THE YEAR

Chairman Bridges recognized Commissioner Gordon to present the Fire Chief of the Year Proclamation to City of Shelby Fire Chief William Hunt. Commissioner Gordon read a brief biography on Chief Hunt, citing the many accomplishments and contributions he has made during his 32 years of fire service. Commissioners presented Chief Hunt with the following resolution:



Proclamation

07-2021

PROCLAMATION IN RECOGNITION OF FIRE CHIEF OF THE YEAR WILLIAM HUNT

WHEREAS, William Hunt is a veteran who proudly and honorably served in the United States Army and began his career in the fire service in 1988 serving as a Firefighter and Engineer from 1988 – 1994 in Thomasville, 1994 – 2007 as an Engineer, Captain and Battalion Chief for Lexington and is the Fire Chief for Shelby Fire since 2007 totaling 32 years of fire service experience; and

WHEREAS, William Hunt holds numerous professional certifications such as a level I peer assessor for the Center of Public Safety Excellence, is currently credentialed as a Certified Fire Officer, North Carolina Level III Code Enforcement Officer, has a graduate degree from the Grand Canyon University, and an undergraduate degree from the University of North Carolina Charlotte. He is also a graduate of the National Fire Academy's Executive Fire Officer program and is a past president of the Western North Carolina Association of Firefighters; and

WHEREAS, William Hunt spearheaded the Fire & Rescue Department's accreditation initially obtained in 2014 and successfully obtained re-accredited status in 2019. Most recently, William Hunt was one of only a handful of the most highly skilled officers across the country to be included as part of the development team for the 10th edition accreditation model; and

NOW THEREFORE, BE IT RESOLVED the Cleveland County Board of Commissioners commends Chief William Hunt for his years of service, numerous accomplishments and congratulate him on the well deserved honor as Fire Chief of the Year. Commissioners extend to Chief Hunt their appreciation for his continued commitment to serving the citizens of Cleveland County.

Adopted this, the 6th day of July, 2021.


Doug Blakes, Chairman


Deb Hardin, Vice-Chairman


Johnny Hutchins, Commissioner


J. Ronnie Whetsline, Commissioner


Kevin Gordon, Commissioner



CITIZEN RECOGNITION

Robert Williams, 814 East Stagecoach Trail, Fallston – spoke about his opinion regarding the Department of Social Services Advisory Board that is on the agenda. Mr. Williams stated he doesn't agree with the proposed bylaws and asked Commissioners to remove it from the agenda for further review.

CONSENT AGENDA

TAX ADMINISTRATION: ANNUAL SETTLEMENT FY 2020 – 2021 AND ORDER TO COLLECT

The Cleveland County Tax Office collected 98.57% of County General real property tax and 98.53% of all Cleveland County real property annual tax bills during the FY 2020 – 2021.

Adoption of Order directing the Tax Collector to collect taxes for 2021 and prior years. This Order is set forth in accordance with North Carolina General Statute 105-321(b) and shall have the force and effect of a judgment and execution against real and personal property.

ACTION: Commissioner Gordon made a motion, seconded by Commissioner Hardin, and passed unanimously by the Board to, ***approve the Order of Collection.***


CLEVELAND COUNTY, NORTH CAROLINA						
Settlement for Current-Year Taxes and Delinquent Taxes						
REAL AND PERSONAL PROPERTY						
SCHEDULE OF AD VALOREM TAXES RECEIVABLE						
YEAR ENDED JUNE 30, 2021						
FISCAL YEAR	UNCOLLECTED BALANCE 06/30/19	ORIGINAL LEVY	DISCOVERIES SUPPLEMENTS	COLLECTIONS	ABATEMENTS AND OTHER CREDITS	UNCOLLECTED BALANCE 06/30/20
2020		\$82,610,774.48	\$8,524,106.91	\$89,435,630.95	\$364,249.29	\$1,335,001.15
2019	\$2,030,973.90		-\$19,307.85	\$1,145,018.90	\$5,058.06	\$911,589.09
2018	\$631,128.49		\$172.50	\$222,896.71	\$1,119.90	\$457,284.38
2017	\$332,267.88		\$172.50	\$100,733.97	\$1,640.84	\$280,065.57
2016	\$248,660.03		\$164.68	\$58,139.65	\$990.80	\$189,694.26
2015	\$179,495.55			\$24,199.04	\$932.74	\$154,363.77
2014	\$159,367.96			\$18,944.54		\$150,423.42
2013	\$123,180.62			\$10,741.47		\$112,439.15
2012	\$95,223.73			\$8,507.05		\$86,716.68
2011	\$73,145.90			\$8,012.53		\$65,133.37
2010	\$65,452.80		-\$950.18	\$1,700.34	\$62,802.28	\$0.00
2009	\$0.00					\$0.00
Total	\$4,098,896.86	\$82,610,774.48	\$8,504,358.56	\$91,034,525.15	\$436,793.91	\$3,742,710.84
			2020 Deffered	\$737,486.23		
			Interest & Penalties	\$417,227.65		
			Costs	\$38,333.55		
			Discounts	-\$229,647.66		
				\$91,997,924.92		
			2020 UNCOLLECTABLE BANKRUPTCY FILINGS		\$19,838.18	

State of North Carolina
County of Cleveland
Order of Collection

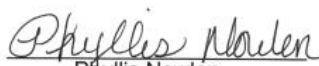
To Necole' Richard, Tax Collector:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records for the year 2021, and all taxes outstanding for tax years 2011 through 2020, as filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in Cleveland County and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, and to use or cause to be used, all remedies provided by law.

Adopted this, the 6th day of July, 2021.


Doug Bridges, Chair
Cleveland County Board of Commissioners

Attest:


Phyllis Nowlen
Cleveland County Clerk



FINANCE DEPARTMENT: MONTHLY MANAGER'S REPORT

- The Finance Department is working though closing out the 2020-2021 fiscal year. Each year the finance department implements systematic processes and procedures to ensure a successful general ledger transition into the new fiscal year. The Commissioner approved FY21-22 budget has been uploaded and will go into effect July 1, 2021.
- 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. The County has contracted with the external audit firm Thompson Price Scott & Adam's to perform the FY21 audit engagement. This process is currently underway and will conclude in October-November with submission to the Local Government Commission for approval.

- The County received the first of two distributions of funds from the American Rescue Plan Act. These federal funds were allocated for the purpose of COVID-19 relief and economic recovery. Management continues to monitor guidance being released and frequently updated by the U.S. Treasury to determine allowable uses of these funds.
- Cleveland County Government was awarded for being one of the top 15 healthiest employers (500-1,499 employees) by the Charlotte Business Journal. The County found ways to keep wellness programs running throughout a pandemic to ensure employees had access to the support they needed during a time of uncertainty.

County of Cleveland, North Carolina
 Manager's Budget Summary
 Presented at the 7/6/2021 Board Meeting
 Time Period Covered : 4/27/2021 to 6/29/21
 For Fiscal Year Ending June 30, 2021

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	DATE SUBMITTED BY DEPT	DEPT NAME TO	DEPT NAME FROM	EXPLANATION	BUDGET AMOUNT
815	D	4/27/2021	Emergency Mgmt		Move funds to cover department operations	\$ 15,916
816	L	4/27/2021	Emergency Mgmt	Haz Mat	Transfer funds to cover auto supplies and dues/subscriptions	\$ 700
817	D	4/27/2021	SW Landfill		Move funds to cover equipment	\$ 105,711
818	D	4/29/2021	Hlth-Adolescent Pregnancy		Move funds to cover advertising/promotions	\$ 5,760
819	D	4/29/2021	DSS-Admin		Move funds to cover LeGrand rental	\$ 210
820	D	4/29/2021	EMS		Move funds to cover operations	\$ 17,229
821	D	4/30/2021	SRO		Move funds to cover department supplies	\$ 2,500
822	D	4/30/2021	Various Health Depts		Move funds to cover operations through end of year	\$ 58,424
823	D	5/3/2021	Cap Projs-Gen		Move funds to cover equipment and software licenses	\$ 41,707
824	D	5/3/2021	Employee Health		Move funds to cover doctor fees	\$ 200
825	D	5/13/2021	Volunteer Fire Depts		Move funds to cover pharmacy fees	\$ 85
826	D	5/6/2021	Health Grants		Move funds to appropriate acct to match grant funding	\$ 10,755
827	D	5/6/2021	Employee Health		Move funds to cover prescription drugs and telecommunications	\$ 9,250
828	D	5/6/2021	School Health	Adult Health	Correct dept posted on entry BT792	\$ 500
829	D	5/10/2021	Employee Health		Move funds to cover prescription drugs	\$ 5,000
830	D	5/11/2021	Cap Projs-Gen		Move funds to cover licenses and professional services	\$ 12,998
831	D	5/13/2021	Workers Comp		Move revenue budget to appropriate account	\$ 117,600
832	D	5/13/2021	EMS		Move funds to cover new drug protocols	\$ 2,075
833	D	5/17/2021	Cap Projs-Gen		Move funds to cover roof repair	\$ 54,000
834	D	5/20/2021	Employee Health		Move funds to cover prescription drugs	\$ 1,292
835	L	5/20/2021	Title XX Prog	DSS Admin	Move funds to cover software purchase for new computers	\$ 9,273
836	D	5/25/2021	Managers Office		Move funds to cover office equipment	\$ 419
837	D	5/25/2021	Finance		Move funds to cover postage and telecommunications	\$ 3,350
838	D	5/25/2021	Information Technology		Move funds to cover rent of building and equipment purchased	\$ 22,336
839	D	5/27/2021	Sheriff Dept		Move funds to cover undercover vehicle purchase	\$ 15,000
840	D	5/27/2021	Various General Depts		Move funds to cover accounts for year end close	\$ 7,890

841	D	5/27/2021	Various General Depts		Move funds to cover accounts for year end close	\$ 29,264
842	D	5/27/2021	Various General Depts		Move funds to cover accounts for year end close	\$ 46,319
843	D	5/28/2021	Sheriff Dept		Move funds to cover accounts for year end close	\$ 11,800
844	D	5/28/2021	Detention Ctr		Move funds to cover accounts for year end close	\$ 2,850
845	L	6/2/2021	Various DSS Depts		Move funds to cover accounts for year end close	\$ 563,430
846	L	6/3/2021	Various DSS Depts		Move revenue budget to cover revenue-expense budget differences	\$ 260,890
847	D	6/8/2021	Cap Projs-Gen		Move funds to cover accounts for year end close	\$ 621
848	D	6/7/2021	Various Health Depts		Move funds to cover accounts for year end close	\$ 46,626
849	D	6/8/2021	Planning/Zoning		Move funds to cover accounts for year end close	\$ 2,800
850	D	6/8/2021	Various GF Depts		Move funds to cover accounts for year end close	\$ 17,061
851	D	6/9/2021	Various Health Depts		Move funds to cover accounts for year end close	\$ 2,222
852	L	6/9/2021	SW Manned Sites	SW Landfill	Transfer funds to cover garbage expense	\$ 121,500
853	D	6/14/2021	LeGrand		Move funds to cover sign repair	\$ 819
854	D	6/14/2021	SW Landfill		Move funds to cover C&D Landfill improvement project	\$ 392,018
855	D	6/14/2021	SW Manned Sites		Move funds to cover traffic counters for recycle centers	\$ 2,780
856	L	6/14/2021	Communications	Contingency	Transfer funds to cover contracted services	\$ 24,816
857	L	6/14/2021	EMS	Contingency	Transfer funds to cover EMS Medicaid payback	\$ 76,381
858	D	6/15/2021	Commissioners		Move funds to cover computer	\$ 1,085
859	D	6/17/2021	SW Landfill		Move funds to cover garbage expense	\$ 18,000
860	D	6/23/2021	Various Departments		Move funds to cover accounts for year end close	\$ 8,833
861	D	6/23/2021	Various Departments		Move funds to cover accounts for year end close	\$ 12,621
862	D	6/23/2021	Various Departments		Move funds to cover accounts for year end close	\$ 28,159
863	D	6/25/2021	Various Health Depts		Move funds to cover accounts for year end close	\$ 20,269
864		not used				
865	D	6/28/2021	Various Health Depts		Move revenue funds to correct revenue line	\$ 37,441
866	L	6/28/2021	JCPC	Third Party Pass through	Move funds to cover promotional items for JCPC program	\$ 9,608

FINANCE DEPARTMENT: ONLINE AUCTION PROVIDER

Commissioner's approved GovDeals.com for online auctions of surplus and confiscated items in December 2003. The County has continued to use GovDeals.com for those services. Cleveland County is interested in also using PropertyRoom.com for online auction services. PropertyRoom.com would handle all aspects of the auction process, thus reducing time spent by various departments across the organization.

ACTION: Commissioner Gordon made a motion, seconded by Commissioner Hardin, and passed unanimously by the Board to, *approve the use of PropertyRoom.com for online auctions for confiscated items and county vehicles.*

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #065)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.533.4.310.21		Adult Health/Fed Govt Grant-ELC Enhancing	\$48,954.00	
012.533.5.121.00		Adult Health/Salary Reg	\$48,954.00	

Explanation of Revisions: Budget allocation for \$48,954 in funds received from the North Carolina Department of Health and Human Services to assist with enhancing test capabilities and increasing response activities through testing, contact tracing with regards to the COVID-19 disease. The funds will be used for existing salaries involved with response testing and activities.

FINANCE DEPARTMENT: BUDGET AMENDMENT (BNA #066)

ACTION: Commissioner Gordon made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, *approve the following budget amendment and approve the Resolution for receiving and administering American Rescue Plan funds:*

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
027.434.4.310.00		ARP/Federal Govt Grants	\$9,512,529.00	
027.434.5.891.00		ARP/Emerg & Contingency	\$9,512,529.00	

Explanation of Revisions: Budget allocation to receive funds of \$9,512,529 from the Coronavirus Fiscal recovery Funds. NCGS 160-17.1 requires the Board of County Commissioners formally accept their allocation of American Rescue Plan Act funds and to designate an appropriate employee or official to administer and oversee those funds. Cleveland County has received some ARP funds and will receive additional funds.



Resolution

11-2021

Resolution To Accept American Rescue Plan Act Funds

WHEREAS, Cleveland County is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF).

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina municipalities; and

WHEREAS, before receiving a payment, Cleveland County is required to formally accept the CSLRF funds;

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, and applicable regulations, and by state law;

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, Cleveland County must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by Cleveland County Board of Commissioners that we do hereby accept and request CSLRF funding to be distributed by the State of North Carolina; and

FURTHER RESOLVED that Cleveland County affirms that the CSLRF revenue will only be used for the purposes prescribed in the CSLRF, and in US Treasury guidance in 31 CFR, Part 35, and any applicable regulations, and in accordance with state law; and

FUTHER RESOLVED that Cleveland County will comply with procedures created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act; and

FURTHER RESOLVED that Cleveland County will account for CSLRF in a separate fund and not co-mingle it with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds; and

FURTHER RESOLVED that the Cleveland County Board of Commissioners designates and directs the County Finance Officer to take all actions necessary on behalf of the County Commissioners to receive the CSLRF funds; and hereby ratifies any actions already taken by the finance director to receive those funds.

Adopted this the 6th of July, 2021

Doug Bridges, Chair
Cleveland County Board of Commissioners

ATTEST:

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



PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-10; REQUEST TO CONDITIONALLY REZONE PARCEL 52468 AT 134 KAY ROAD FROM RESIDENTIAL (R) TO LIGHT INDUSTRIAL CONDITIONAL DISTRICT (LI-CU) (Schedule Public Hearing for July 15, 2021)

Parcel 52468 is a 41.3-acre tract owned by Paul Chambers and is located at 134 Kay Road. The owner has requested to conditionally rezone this parcel from Residential (R) to Light Industrial Conditional Use (LI-CU) to place a small meat processing facility on the property. A site plan accompanying this application shows the proposed development to include a processing room, corral and parking lot. The surrounding zoning uses are mostly Residential (R), with some commercial uses in the corridor along Fallston Road. The Land Use Plan calls this area Future Rural Residential.

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

PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-11; REQUEST TO CONDITIONALLY REZONE PARCEL 59861 AT 110 BATTLEGROUND ROAD LIGHT INDUSTRIAL (LI) TO RESIDENTIAL CONDITIONAL DISTRICT (R-CD) (Schedule Public Hearing for July 15, 2021)

Parcel 59861 is a 56-acre tract owned by Madeline Harper and is located at along Hwy 216, Battleground Ave, between Grover and Kings Mountain and adjoins Interstate 85 and is accessed on Battleground Road. Moser Group, represented by Tom Crouch, is requesting to rezone the parcel from Light Industrial (LI) to Residential Conditional Use (R-CU) for the purposes of developing a multi-family housing. The project proposes 15 buildings with 360 housing units, landscape screening around the perimeter, parking, and walking trails throughout the property. The surrounding zoning districts are Industrial, with some pockets of general business and residential nearby. The Land Use Plan calls this area future Light Industrial (LI).

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

PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-12; REQUEST TO REZONE PROPERTY AT 610 EAST DOUBLE SHOALS ROAD FROM RURAL AGRICULTURE (RA) TO MANUFACTURED HOME PARKS (RM) (Schedule Public Hearing for August 3, 2021)

Parcel 35848 is a 10.94-acre tract located at 610 East Double Shoals Road in Lawndale. The owner, Harold Wright, has requested to rezone this parcel from Rural Agriculture (RA) to Manufactured Home Park (RM). Surrounding zoning is Rural Agriculture on the south side of East Double Shoals Road, and a mix of Manufactured Home Park, Residential (R) and Neighborhood Business on the north side of East Double Shoals. Fallston Road runs perpendicular to East Double Shoals Road to the East and has the Highway Corridor overlay on top of its existing zoning. Surrounding uses are mostly residential, with a manufactured home park to the east and some commercial uses along Fallston Road.

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

PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-13; REQUEST TO REZONE PROPERTY AT 3827 CLIFFSIDE ROAD FROM RESIDENTIAL (R) TO GENERAL BUSINESS-CONDITIONAL (GB-C) FOR AUTOMOTIVE SALES (Schedule Public Hearing for August 3, 2021)

Parcel 44797 is a 0.25-acre tract owned by Billy Marsh and is located at 3827 Cliffside Road. Bret Pittman, who rents this tract of land from Mr. Marsh is requesting to rezone the 0.25-acre from Residential (R) to General Business Conditional (GB-C). Mr. Pittman is requesting to rezone the property to use an existing structure on the property for automobile sales. Surrounding zoning is Residential. Surrounding uses are mostly residential. The existing structure on the property has been used for automobile repairs. Mr. Marsh, the property owner, has signed the application giving his approval of the rezoning request.

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

PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-15; REQUEST TO AMEND SECTION 12-134 OF THE CLEVELAND COUNTY UNIFIED DEVELOPMENT ORDINANCE (Schedule Public Hearing for August 3, 2021)

Currently, in the watershed overlay, development outside of single-family dwellings must not exceed 12% of the built upon area. The administrator is authorized to approve non-residential projects up to 70% built upon, not to exceed 10% of the total water supply overlay. The request is to add other residential uses to the 70% so that multifamily developments, such as apartments and townhouses, can take advantage of the option.

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

PLANNING DEPARTMENT: SET PUBLIC HEARING FOR CASE 21-16; REQUEST TO REZONE A PORTION OF PARCEL 24702 AT 1650 NORTH POST ROAD FROM GENERAL BUSINESS (GB) TO RESIDENTIAL (R) (Schedule Public Hearing for August 3, 2021)

Parcel 24702 is a 61.5-acre tract located at 1650 North Post Road. The applicant, Oak Mills, LLC, has requested to rezone a portion of this property on the north end from General Business (GB) to Residential (R). The surrounding zoning districts are Restricted Residential (RR) and General Business (GB). Surrounding uses are Residential (R), with the Deer Brook neighborhood directly east of this parcel, and various business uses along both Fallston Road and North Post Road. The current Land Use Plan calls this area future commercial.

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

SOCIAL SERVICES: SOCIAL SERVICES ADVISORY BOARD BYLAW AMENDMENTS

In December of 2018, the Cleveland County Board of Commissioners assumed all powers and duties of the county social services board, as authorized by North Carolina General Statute §153A-76 and §153A-77(a). At that time, the Board of Commissioners also created a Cleveland County Social Services Advisory Board to assist and advise the Board of Commissioners in overseeing the County’s social services functions. The Advisory Board currently has seven members. The proposed amendment would create a temporary eighth seat, which would have a term running from July 6, 2021 to June 30, 2023. The proposed amendment also makes certain technical changes, such as outlining procedures for when the Chair is not present at a meeting.

ACTION: Commissioner Gordon made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to , *approve the proposed amendments to the Cleveland County Social Services Advisory Board Bylaws.*

CLEVELAND COUNTY SOCIAL SERVICES ADVISORY BOARD BYLAWS

I. DEFINITIONS

- a. “Advisory Board” refers to ~~the~~this Cleveland County Social Services Advisory Board.
- b. “Board of Commissioners” refers to the Cleveland County Board of Commissioners.
- c. “Commissioner” refers to a member of the Cleveland County Board of Commissioners.
- d. “DSS” refers to the Cleveland County Department of Social Services.
- e. “Member” refers to a member of this Cleveland County Social Services Advisory Board.
- f. “County Clerk” refers to the person who occupies the role of Clerk to the Board of Commissioners, as defined by N.C.G.S. § 153A-111.

II. MEMBERS

There shall be ~~seven (7)~~ eight (8) members of the Advisory Board ~~who until June 30, 2023, after when there shall be seven (7) members.~~ Members shall be nominated by the Board of Commissioners. Members ~~of the Advisory Board~~ shall receive a stipend of twenty dollars (\$20.00) per meeting. Members will serve as ~~an advocate~~ advocates for the clients of DSS and for those programs and initiatives that serve clients. Members are expected to attend all regular and special meetings. If it is necessary to be absent from a meeting, the ~~member~~ absent Member must notify the Advisory Board Chair and the DSS Director.

III. DUTIES

As the Board of Commissioners has assumed all powers and duties of the county social services board pursuant to N.C.G.S. §§ 153A-76 and 153A-77(a), it is the duty of the ~~members~~ Members of the Advisory Board to assist and advise the Board of Commissioners in ~~its~~ carrying out of the duties described in N.C.G.S. § 108A-9.

IV. COMPOSITION

Seats 1, 2, 3, 4, and 5 shall be initially filled as provided for in Section VI of these bylaws. Seats ~~6, 7,~~ and 8 shall be initially filled by the Board of Commissioners in any manner not inconsistent with these bylaws.

Seat 1 shall be occupied by a current member of the Board of Commissioners. Seats ~~2-7~~ 2-8 may be filled by the Board of Commissioners in any manner not inconsistent with these bylaws.

In the event that the current Commissioner who serves on the Advisory Board is no

longer able or willing to do so, the Board of Commissioners shall appoint another ~~commissioner~~ Commissioner to occupy that seat. Should a vacancy arise on this Advisory Board in any seat other than Seat 1, the Board of Commissioners may appoint any person to fill the remainder of the term for the vacant seat.

V. TERMS

The terms of the initial members of the Advisory Board shall be as provided for in Section VI of these bylaws. The term of the person occupying Seat 8 on the Advisory Board shall begin on July 6, 2021 end on June 30, 2023. Otherwise, members shall serve a term of four (4) years from ~~the~~ their date of appointment. This four-year period shall be calculated in the manner prescribed for civil actions by Rule 6(a) of the North Carolina Rules of Civil Procedure. Members can be reappointed at the end of a four-year term, and there is no limit on the number of terms that a person can serve.

VI. INITIAL MEMBERS

There shall be five (5) initial members of the Advisory Board, whose terms shall be as follows:

Seat	Member Name	Title	Term Start Date	Term End Date
1	Susan Allen	Vice-Chair	12/18/2018	6/30/2019
2	Betsy Wells	Member	12/18/2018	6/30/2021
3	Mary Accor	Chair	12/18/2018	6/30/2019
4	Dale Oliver	Member	12/18/2018	6/30/2020
5	Lendra Phillips	Member	12/18/2018	6/30/2020

VII. OFFICERS

- a. **Officers Designated:** The officers of the Advisory Board shall be a ~~chair, vice chair~~ Chair, DSS Director, ~~DSS Deputy Director, DSS Assistant Director of Plans and Operations,~~ and Advisory Board Clerk. Should there ~~at any be a time not be a DSS Deputy Director or DSS Assistant Director of Plans and Operations,~~ that the DSS Director may ~~Chair is not present, the sitting Commissioner will act as Chair. If neither the Chair nor the sitting Commissioner is present, the member shall~~ Chair is not present, the sitting Commissioner will act as Chair. If neither the Chair nor the sitting Commissioner is present, the member shall appoint ~~any DSS employee to serve as an officer of the Advisory Board instead a temporary Chair from the members present.~~ any DSS employee to serve as an officer of the Advisory Board instead a temporary Chair from the members present.

- b. **Duties of Officers:**

- i. The Chair is a member of the Advisory Board and shall preside at all regular and special meetings, delegate tasks to members, and see that all correspondence and business of the Advisory Board is carried out. The Chair shall act as spokesperson for the Advisory Board and perform such duties as shall be delegated to him or her by the Advisory Board.

~~ii. The Vice Chair is a member of the Advisory Board and shall, in the absence of the Chair, have the authority and perform the duties of the Chair.~~

~~iii.ii.~~ The DSS Director is the person who occupies the position of County Director of Social Services as described in N.C.G.S. § 108A-12. The DSS Director shall make a reasonable effort to attend all meetings of the Advisory Board in order to inform and advise the Advisory Board about the activities of DSS. The DSS Director shall further act as the executive officer of the Advisory Board and as its secretary.

~~iv. The DSS Deputy Director shall make a reasonable effort to attend all meetings of the Advisory Board in order to support the DSS Director.~~

~~v. The DSS Assistant Director of Plans and Operations shall make a reasonable effort to attend all meetings of the Advisory Board in order to support the DSS Director.~~

~~vi.iii.~~ The Advisory Board Clerk shall be appointed by the DSS Director and shall attend all meetings of the Advisory Board. The Advisory Board Clerk shall keep and provide access to minutes and agendas as provided in Section VIII of these bylaws and shall generally ensure that the Advisory Board conducts its business in an orderly manner.

VIII. MEETINGS

- a. **Parliamentary Procedure:** In all matters not otherwise inconsistent with these Bylaws, the Advisory Board shall, as much as practicable, follow the same rules of procedure ~~that are~~ in effect at any given time for the Board of Commissioners.
- b. **Regular Meetings:** Will be held the last Monday of each month at 4 p.m. at the Cleveland County Department of Social Services. All meetings shall be noticed in accordance with N.C.G.S. § 143-318.12.
- c. **Quorum:** Shall consist of a simple majority of the authorized membership of the Advisory Board. The authorized membership shall not include vacant positions or members who are disqualified from voting.
- d. **Telephonic Communication:** Members may participate in regular and special meetings via telephone, video chat, or any similar form of constant and instantaneous communication. For the purposes of counting attendance, a member participating telephonically shall be counted as present.

3

- e. **Minutes:** Shall be kept for each meeting. Previous meeting minutes shall be emailed or mailed to Advisory Board members prior to the next regular meeting. Copies of minutes shall be provided to the County Clerk.
- f. **Agenda:** For forthcoming meetings, the agenda will be provided in time to allow members to prepare for those meetings. Copies of the agenda will be provided to the County Clerk.
- g. **Vote:** No member shall vote for, on behalf of, or in any way exercise the vote of another member.
- h. **Closed Session:** May be called in accordance with N.C.G.S. § 143-318.11.
- i. **Special Meetings:** May be called at any time by the Chair, or at the request of a simple majority of the authorized membership of the Advisory Board, or at the request of the Board of Commissioners. All meetings shall be called in accordance with N.C.G.S. § 143-318.12.

IX. CONFLICT OF INTEREST

No member of the Advisory Board shall vote on a question in which he or she has any personal or financial interest. The member shall declare that he or she has a conflict and shall not participate in the deliberations or be considered as a part of the necessary quorum. A question regarding whether a matter involves a conflict of interest shall be resolved by the Advisory Board.

X. AMENDMENTS

These bylaws may be amended in either of the following manners:

- a. By a majority vote of the Advisory Board. Any amendment done in this manner shall not take effect until 30 days until after approval. During this 30-day period, the Board of Commissioners may, by a majority vote, cancel the amendment or accelerate its effective date.
- b. By a majority vote of the Board of Commissioners.

The 30-day time period described in Section X-a shall be computed in the manner prescribed by Rule 6(a) of the North Carolina Rules of Civil Procedure.

XI. ADOPTION AND REVISION

These bylaws were adopted by the Board of Commissioners at its regular meeting on December 18, 2018 and revised at its regular ~~meeting~~ meetings on March 19, 2019 and July 6, 2021.

4

LEGAL: BUILDING INSPECTIONS MUTAL AID AGREEMENT

From time to time, it may become necessary for the County and the City of Shelby to request building inspection services from the other. Staff recommends entering into a mutual aid agreement with the City of Shelby for Building Inspection services due to staff limitations by both entities from time to time, specifically with Level III inspections. North Carolina General Statute 160A-461 authorizes any local government in North Carolina to enter into a contract with another in order to execute any undertaking. A mutual aid agreement must be ratified by resolution of the participating governing boards. The agreement is reciprocal, and costs incurred by either party will be fully reimbursed by the other. The mutual aid agreement will ensure inspections happen in a timely manner.

ACTION: Commissioner Gordon made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to approve the Mutual Aid Agreement between Cleveland County and the City of Shelby.*

MUTUAL AID AGREEMENT

between

CLEVELAND COUNTY

and the

CITY OF SHELBY

for

BUILDING INSPECTION SERVICES

THIS MUTUAL AID AGREEMENT is dated the 6th of July, 2021 (the "Agreement") and is between the **CLEVELAND COUNTY** ("Cleveland County") a body of politic and corporate organized and existing under the laws of the state of North Carolina and the **CITY OF SHELBY** ("City of Shelby") a municipal corporation organized under the laws of the State of North Carolina (hereinafter, collectively, the "Parties")

WITNESSETH:

WHEREAS, from time to time, it may become necessary for each party to request building inspection services from the other; and

WHEREAS N.C. Gen. Stat. §160A-461 authorizes any local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with the other in order to execute any undertakings; and

WHEREAS such agreement shall be ratified by resolution of the participating governing boards; and

WHEREAS N.C. Gen. Stat. §160D-1107 provides any two or more cities or counties may enter into contracts with each other to provide mutual aid assistance in the administration and enforcement of State and local laws pertaining to the North Carolina State Building Code; and

NOW WHEREFORE, in consideration of the respective rights, powers, duties, and obligations hereinafter set forth, the Parties agree as follows:

ARTICLE 1: RECITALS AND PURPOSE

1.01 Recitals. The Recitals are incorporated into this Agreement.

1.02 Purpose. The purpose of this Agreement is to establish the terms and conditions under which each Party may request building inspection services from the other Party. This will allow, among other things, the Requesting Party to continue building inspection and permitting processes should the Requesting Party's inspectors be unavailable. This Agreement updates and replaces any prior building inspection services agreements between Cleveland County and the City of Shelby.

Page 1 of 6

3. Pay the City of Shelby the rate contained in the City of Shelby's fee schedule for inspections, which both Parties understand may be increased or otherwise amended from time to time and would impact the amount paid by the City of Shelby under this Agreement, for each inspection conducted pursuant to this Agreement.

4. Cleveland County agrees to remit payment to the City of Shelby's Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

b. City of Shelby agrees to:

1. Perform, subject to availability of inspectors, building, electrical, plumbing, and HVAC inspections on behalf Cleveland County on an as needed basis within twenty-four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the City of Shelby.

2. Promptly invoice Cleveland County for each inspection performed pursuant to this Agreement. Such invoice shall include the type of inspection performed, the date of inspection, the fee, and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

3. Pay Cleveland County the rate contained in Cleveland County's fee schedule for inspections, which both Parties understand may be increased or otherwise amended from time to time and would impact the amount paid by the City of Shelby under this Agreement, for each inspection conducted pursuant to this Agreement.

4. The City of Shelby agrees to remit payment to Cleveland County Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

ARTICLE 3: EXHIBITS AND RELATED DOCUMENTS

3.01 Exhibits. The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

a. Exhibit A: Cleveland County's current fee schedule for inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the City of Shelby.

b. Exhibit B: City of Shelby's current fee schedule for inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by Cleveland County.

ARTICLE 4: MISCELLANEOUS PROVISIONS

4.01 No Third-Party Beneficiaries. This Agreement is not intended to benefit any third party. The rights and obligations contained herein exclusively belong to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

4.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. §133-32 which prohibits the offer to, or acceptance by, any state or local employee of any gift from anyone with a contract with the governmental entity from a person seeking to do business with the governmental entity.

Page 3 of 6

ARTICLE 2: TERM, AMENDMENT and TERMINATION

2.01 Term. This Agreement shall become effective upon the properly authorized execution of the Agreement by both Parties and shall continue until superseded or terminated by either Party ("Term").

2.02 Amendment. This Agreement may only be amended in writing by the Parties and in accordance with the North Carolina General Statutes governing this Agreement. To propose an amendment to this Agreement, either Party may submit a proposed amendment and he reasons for the proposed amendment in writing to the other Party per the Notice provisions contained herein. If the Parties agree to the proposed amendment, a written amendment to the Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

2.03 Disputes. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action, or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement.

2.04 Termination. Either party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days written notice to the other Party per the Notice provisions contained herein. Notwithstanding the foregoing, the Terminating Party shall also a resolution terminating this Agreement in the same manner as set forth in N.C. Gen. Stat. §160A-461.

2.05 Notices. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Cleveland County: Cleveland County Permits and Inspections Director
311 East Marion Street
Shelby, NC 28150

For the City of Shelby: City of Shelby Permits and Inspections Director
300 South Washington Street
Shelby, NC 28150

2.06 Prior Agreements Superseded. Upon the execution and delivery of this Agreement, this Agreement shall supersede any and all other prior agreements, if any, and shall constitute the definitive Agreement between the parties regarding all matters regarding this undertaking.

2.07 Survive Termination. These obligations concerning enforcement of warranties and representation by their nature survive the termination of this Agreement.

2.08 Responsibilities of the Parties.

a. Cleveland County agrees to:

1. Perform, subject to availability of inspectors, building, electrical, plumbing, and HVAC inspections on behalf of the City of Shelby on an as needed basis within twenty-four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the City of Shelby.

2. Promptly invoice the City of Shelby for each inspection performed pursuant to this Agreement. Such invoice shall include the type of inspection performed, the date of inspection, the fee, and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

Page 2 of 6

4.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in Cleveland County, North Carolina.

4.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter contained herein.

4.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

4.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed as an original and one and the same instrument.

4.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of transactions contemplated by this Agreement constitute a breach of terms, conditions and provisions of any agreement or instrument to which either Party is now a part or by which either is bound or constitutes a default under any of the foregoing.

c. To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Parties' execution and delivery of this Agreement and their compliance with obligations under this Agreement do not require approval of any regulatory body or any other entity of which approval has not been obtained.

4.08 Dispute Resolution. In the event of a conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice in Cleveland County, North Carolina.

4.09 No waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.114

Page 4 of 6

4.10 Governing Law. The Parties intend that this Agreement be governed by the laws of the State of North Carolina.

4.11 Assignment. No Party may sell or assign any interest in or obligation hereunder without the prior express written consent of the other Party.

4.12 Liability of Officials, Employees and Agents. No official, agent, or employee of either Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, agents, or employees will be deemed to have executed all documents in their official capacities only, and not in their individual capacities. This section will not relieve any such official, agent or employee from the performance of any official duty provided by law.

4.13 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority. While working with the requesting County or City, a Code-enforcement official shall have the same jurisdiction, powers, rights, privileges, and immunities, including those relating to the defense of civil actions and payment of judgments, as the Code-enforcement officials of the requesting agency.

4.14 Authority to Inspect. The Parties authorize their respective permits and inspections directors to conduct inspections according to their statutory powers and internal policies and to execute such documents necessary to effectuate the spirit and intent of this Agreement.

[The remainder of this page is intentionally blank. Signatures to follow]

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REGULAR AGENDA

PARTNERS AMENDED BYLAWS

Chairman Bridges recognized Andrew Schrag, Regional Director of Community Operations for Partners Behavioral Health, to present the proposed Partners Amended Bylaws. Partners Behavioral Health (PBH) is growing with Cabarrus, Union, Forsyth and Stanley County requesting to join PBH per the approval from North Carolina Department of Health and Human Services (NC DHHS) Secretary Mandy Cohen. To prepare for this growth, PBH is requesting to add one new board member or board seat for each of the additional new counties joining PBH to ensure each county has representation with a Commissioner or appointee to serve as a voting member. North Carolina General Statute 122(c) is outdated but PBH is still beholden to it and they must request a statutory exception to add additional seats beyond the current allotment of 21 seats. Achievement of the request requires two steps; PBH must go before each their current counties and to ask for joint approval and secondly, Secretary Cohen must approve the additional counties.

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Whetstine, who serves on the PBH Board, spoke about the many benefits and services PBH offers to its communities

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Gordon, and unanimously adopted by the Board, ***to approve the amended bylaws and joint resolution with Partners Behavioral Health.***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

CLEVELAND COUNTY, NORTH CAROLINA

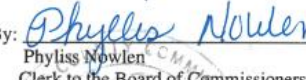
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

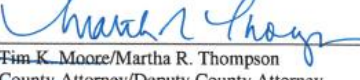
By: 
Brian Epley, County Manager


Lucas Jackson, Finance Officer Cleveland County

ATTEST:

This instrument is approved as to form.

By: 
Phyllis Nowlen
Clerk to the Board of Commissioners


Tim K. Moore/Martha R. Thompson
County Attorney/Deputy County Attorney



CITY OF SHELBY, NORTH CAROLINA


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

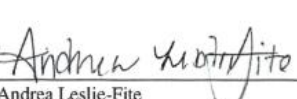
By: 
Rick Howell, City Manager

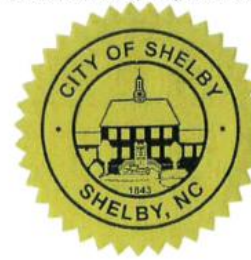
 6/22/2021
Beth Beam, Finance Officer City of Shelby

ATTEST:

This instrument is approved as to form.

By: 
Bernadette A. Parduski
Clerk to the Shelby City Council


Andrea Leslie-Fite
City Attorney



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**JOINT RESOLUTION
OF THE BOARDS OF COUNTY COMMISSIONERS
OF BURKE, CATAWBA, CLEVELAND, GASTON, IREDELL,
LINCOLN, RUTHERFORD, SURRY, AND YADKIN COUNTIES**

WHEREAS, Partners Health Management ("Partners") is the Area Authority and Local Management Entity/Managed Care Organization (LME/MCO) for Burke, Catawba, Cleveland, Gaston, Iredell, Lincoln, Rutherford, Surry, and Yadkin Counties, consistent with N.C. Gen. Stat. §§ 122C-3(1), (20b) and (20c) and -116(a);

WHEREAS, current state law at N.C. Gen. Stat. §122C-118.1 limits the maximum number of voting members of an Area Authority board of directors to twenty-one (21), absent approval by the Boards of County Commissioners of that Area Authority and the Secretary of the North Carolina Department of Health and Human Services (NCDHHS) "to appoint members of the area board in a manner or with a composition other than as required by [that statute]";

WHEREAS, Partners' Board on May 20, 2021, approved revised bylaws to add a voting member for each new county joining Partners' Catchment Area or Region, which would include as of September 1, 2021, Cabarrus, Union, and Stanly Counties and foreseeably one more county thereafter, bringing the total catchment population to over the 1,250,000 minimum needed for a statutory exception;

WHEREAS, the revised Partners bylaws would thereby exceed that maximum of 21 voting members, but otherwise make no other substantive changes and would continue with compliance with the other legal board requirements in that statute.

WHEREAS, the Boards of County Commissioners of Burke, Catawba, Cleveland, Gaston, Iredell, Lincoln, Rutherford, Surry, and Yadkin Counties do not object to this statutory exception;

NOW, THEREFORE, BE IT RESOLVED JOINTLY THAT Partners' board of directors may be appointed in a manner or with a composition other than as required by N.C. Gen. Stat. 122C-118.1, including that the voting members of Partners' board of directors may exceed the twenty-one (21) maximum stated in that statute and as reflected in the Partners-approved bylaws.

This Joint Resolution shall be effective immediately when signed, and no later than September 1, 2021.

ADOPTED AND RATIFIED in counterparts by the Boards of County Commissioners of Burke, Catawba, Cleveland, Gaston, Iredell, Lincoln, Rutherford, Surry, and Yadkin Counties.

[SIGNATURES FOR EACH COUNTY FOLLOW ON NEXT PAGE]

BOARD OF COMMISSIONERS OF BURKE COUNTY

Approved: July 20, 2021

By: Jeffrey C. Bottom
Chairman

This the 20th day of July 2021.

ATTEST: Kelt Brumby
Clerk to the Board



BOARD OF COMMISSIONERS OF CATAWBA COUNTY

Approved: July 12, 2021

By: [Signature]
Chairman

This the 12th day of July 2021

ATTEST: Heidi D. Bamber
Clerk to the Board



BOARD OF COMMISSIONERS OF CLEVELAND COUNTY

Approved: July 6, 2021

By: Ray M. Tz
Chairman

This the 6th day of July 2021

ATTEST: Phyllis Nowlen
Clerk to the Board



BOARD OF COMMISSIONERS OF GASTON COUNTY

Approved: July 27, 2021

By: [Signature]
Chairman

This the 27th day of July 2021

ATTEST: [Signature]
Clerk to the Board



BOARD OF COMMISSIONERS OF RUTHERFORD COUNTY

Approved: July 6, 2021

By: [Signature]
Chairman

This the 6 day of July 2021

ATTEST: Hayel Haynes
Clerk to the Board



BOARD OF COMMISSIONERS OF IREDELL COUNTY

Approved: June 15, 2021

By: [Signature]
Chairman

This the 15th day of June 2021

ATTEST: Amy Anderson
Clerk to the Board

BOARD OF COMMISSIONERS OF SURRY COUNTY

Approved: June 21, 2021

By: Mark Maria
Chairman

This the 21st day of June 2021

ATTEST: Nathan White
Clerk to the Board

BOARD OF COMMISSIONERS OF LINCOLN COUNTY

Approved: June 21, 2021

By: [Signature]
Chairman

This the 21st day of June, 2021

ATTEST: Amy Anderson
Clerk to the Board

BOARD OF COMMISSIONERS OF YADKIN COUNTY

Approved: July 6, 2021

By: [Signature]
Chairman

This the 7 day of July 2021

ATTEST: Janya Denton
Clerk to the Board

DORAN MILL CONCEPTUAL LAYOUT

Chairman Bridges called County Manager Brian Epley to the podium to present the Doran Mill Conceptual Layout. Staff has been working on this project for some time. Commissioners were reminded of the direction given to staff during their January 2021 work session. The county inherited the Doran Mill property in 2012, as a tax foreclosure. Since that point, there have been several different strategies and over a couple year period of trying to better understand the best use of the property.

The Doran Mill property is about 75 acres with 50-acres on the eastern side and 25-acres on the western side of Highway 226. Beginning in 2018, staff was able to develop a strategy to demolish the old building and clean the property. On a parallel track, the county engaged with a firm called ColeJenest & Stone to do a highest and best use analysis, where parameter measures included traffic flow, different intersections, utilities and a variety of different infrastructure measurements. The completed report gave staff direction on what will ultimately generate the most return on this public asset for taxpayers. This is a very advantageous piece of property and staff has tried to be very calculated in a decision that is being worked through now to ensure a sustainable return over a long period of time for Cleveland County.

The Doran Mill dates back to the 1920s and was one of the county's largest employers. The mill closed its doors in 2001 and in 2018 the county began cleaning the property. The options that were developed in connection with the highest and best use study presented to the Board, originally back in 2019, and then updated in 2021 was number one to sell the property at a market rate and try to immediately put the property back on the tax books. Option two was to pursue some type of industrial development specifically on the eastern side. This option had several areas of concern such as topography, utilities and the environmental phase one/phase two Geotech analysis that may be in the dirt. The final option was a mixed-use option that was incorporated in an investment into Cleveland County housing stock as well as flex space that could give the county some diversity in our local economy.

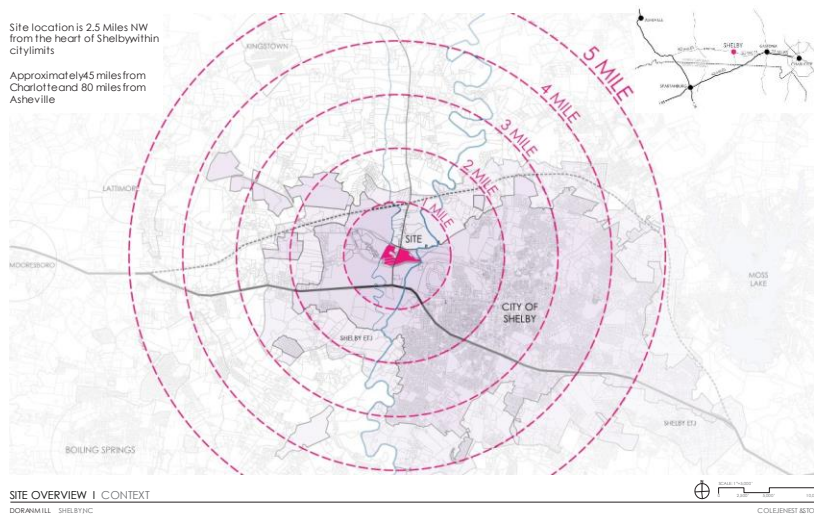
Over the last 18 months, staff reviewed through all those options and presented them to the Board. Ultimately, the decision of the Commissioners was to have staff further pursue option two and better understand what a site development plan would look like. There were tremendous challenges with both option one and three, making option two best choice. Between January 2021 and now, the county has partnered with a respected civil engineering firm called WithersRavenel who have offices across the state of North Carolina. Their firm and the county's engineering staff advise the site will sit well for a 100,000 square foot expandable 200,000 square foot industrial site that pushes the building 150 feet off the road. The topography was able to be balanced the site with onsite dirt and the environmental phase one and phase two have been completed, however, there's still some environmental engineering that still needs to take place.

90% of Cleveland County’s Request for Information (RFI’s) are requests received from commercial site consultants are looking for that 100,000 to 200,000 square foot facility. The market is being significantly weighted for that 100,000 to 200,000 square foot building. If the Board approves the proposed site plan, there are still some issues that need to be addressed. Geotech engineering needs to be completed to ensure there are no rock problems, specifically underneath where the old mill building was located, and the dirt needs more testing. WithersRavenel needs to be noticed to proceed with a schematic level sight reading plan and give staff some estimate of the impact of cost. Once all of these steps are completed, the progress will come back before the Board for further direction. The following information and PowerPoint were presented to Commissioners.

DORAN MILL PROPERTY



DUE DILIGENCE



SITE HISTORY



1923 Dover Mill was built - Dover Textiles became the largest employer in Cleveland County, employing close to 3,000 at one point.
 1984 Dover Mill was sold and renamed to Doran Mill. At this time, the textile mills were in decline, unable to compete with foreign exports.
 2001 Doran Mill closed.
 2018 All structures removed and site cleared of all existing debris.

BEST USE OPTIONS



OPTION 1- SELL ENTIRE PROPERTY AS IS

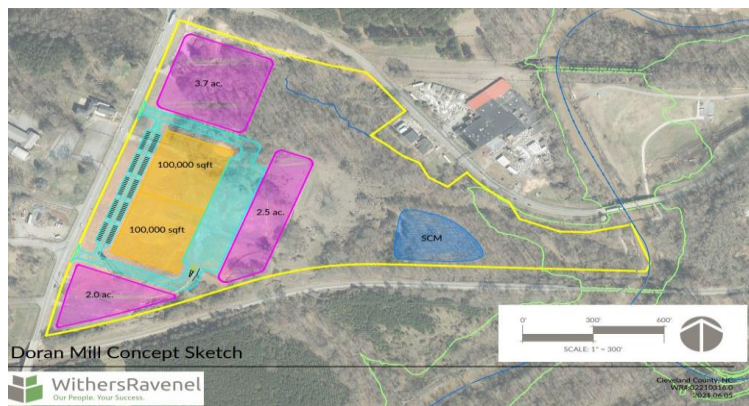


OPTION 2- INDUSTRIAL DEVELOPMENT



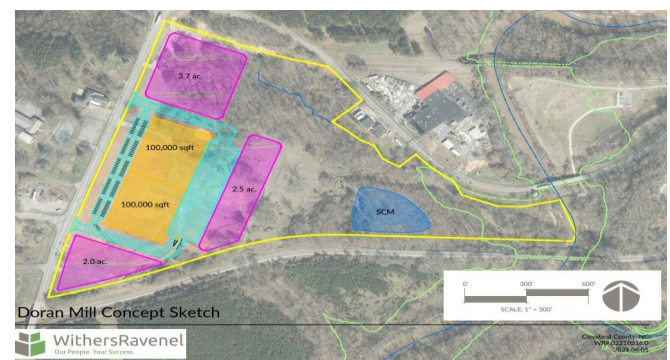
OPTION 3- MIXED USE DEVELOPMENT

INDUSTRIAL DESIGN CONCEPTUAL LAYOUT



- Site Conceptual Design
- Allows for 100,000 sq ft– expandable to 200,000
- Building 150' from Hwy 226
- Building site 8' below road grade- no retaining walls
- Earth work balanced on site- Approx. 80,000 cubic yards of material for pad ready
- Environmental Phase I & II Complete

INDUSTRIAL DESIGN NEXT STEPS



- Next Steps:
 - Finalize Geotech Engineering
 - Advance to schematic site grading plan with estimated impact costs



Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if this could be a future joint project with the City of Shelby; Mr. Epley stated it could be. Commissioner Whetstone commented on the transition so far with the Doran Mill clean up. Chairman Bridges stated Cleveland County's endeavors in this area thus far have been successful with new business growth and job creation.

BOARD APPOINTMENTS

CLEVELAND COUNTY CHILD FATALITY PREVENTION TEAM

ACTION: Commissioner Hardin made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to re-appoint Katie Baker, Laurie Whetstone, Peter Bagley, Dashe' Lawton and Jessica Crawford to serve as members of this board*, for a period of three-years, scheduled to conclude June 30, 2024.

CLEVELAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

ACTION: Commissioner Whetstone made the motion, seconded by Commissioner Gordon, and unanimously adopted by the Board, *to re-appoint Cathy Robertson and Phil Weathers and appoint Roy Bowman to serve as members of this board* for a period of three-years, scheduled to conclude June 30, 2024.

CLEVELAND COUNTY SOCIAL SERVICES ADVISORY BOARD

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Gordon, and unanimously adopted by the Board, *to re-appoint Betsy Wells to serve as a member of this board*, for a one-time appointment for a period of two-years, scheduled to conclude June 30, 2023.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY BOARD

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to appoint Anzie Horn, Marilyn Smith, Tammy Phillips and Cleveland County Finance Director Lucas Jackson or his designee and re-appoint Nancy Abaisekong and Freda Pauly, to serve as a member of this board*, for a period of three-years, scheduled to conclude June 30, 2024.

SHOOTING RANGE ADVISORY BOARD

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to re-appoint Jim Quinlan, Chip Camp, Jason Falls, and appoint David Hanse, Roy Bowman and Betsy Harnage to serve as members of this board* for a period of three-years, scheduled to conclude June 30, 2024.

CITY OF SHELBY BOARD OF ADJUSTMENT (ETJ)

ACTION: Commissioner Gordon made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to re-appoint Roger Holland and Noel Mac Arthur to serve as members of this board*, for a period of three-years, scheduled to conclude June 30, 2024.

CITY OF SHELBY PLANNING AND ZONING BOARD (ETJ)

ACTION: Commissioner Hardin made the motion, seconded by Commissioner Gordon, and unanimously adopted by the Board, *to re-appoint Emanuel Hunt Jr. and Bob Cabaniss to serve as members of this board*, for a period of three-years, scheduled to conclude June 30, 2024.

RECESS TO RECONVENE

There being no further business to come before the Board at this time, Commissioner Gordon made a motion, seconded by Commissioner Hutchins and unanimously adopted by the Board, *to recess to reconvene*. The next meeting of the Commission is scheduled for *Thursday, July 15, 2021 at 6:00 p.m. in the Commissioners Chambers*.

*Doug Bridges, Chairman
Cleveland County Board of Commissioners*

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