

Cleveland County Board of Commissioners
January 16, 2018

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: Eddie Holbrook, Chairman
Susan Allen, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Jason Falls, Interim County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Brian Epley, County Manager
Kerri Melton, Assistant County Manager
Allison Mauney, Human Resources Director
Dana Causby, Board of Elections Director
Chris Green, Tax Administrator
Marty Gold Information Technology Director
Perry Davis, Fire Marshall/Emergency Management Director
Lori Poston, E-911 Communications Director
Carol Wilson, Cleveland Memorial Library Director
Dorothea Wyant, Health Department Director
Karen Prichard, Social Services Director
Stephen Bishop, Soil and Water Conservation Director
Scott Bowman, Maintenance Director
Ron Newcomb, Range Master
Paul Ezell, Chief Building Inspector
Betsy Harnage, Register of Deeds

CALL TO ORDER

Chairman Eddie Holbrook called the meeting to order, led the audience in the Pledge of Allegiance and provided the invocation for the meeting.

AGENDA ADOPTION

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

EARLY BUSINESS

APPOINTMENT OF CLEVELAND COUNTY MANAGER

Chairman Holbrook stated over the past week the Board has given direction to the Chair and Attorney to enter in negotiations for a prospective County Manger. He advised Brian Epley is the top candidate for the County Manager position.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to appoint Brian Epley as Cleveland County Manager.*

Commissioners invited Mr. Epley to join them at the front. Each offered kind words about Mr. Epley and expressed their excitement for what he can do to continue to move Cleveland County in a positive direction. The Board thanked Interim County Manager Jason Falls for all of his work and commitment during this process.

THIS AGREEMENT is made and entered into this the 16th day of January 2018, between CLEVELAND COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina (hereinafter "Employer"), and Brian C. Epley (hereinafter "Employee").

WHEREAS, Employer desires to employ the services of Employee as County Manager of Cleveland County as provided by North Carolina General Statute §153A-81; and

WHEREAS, it is the desire of both parties to establish certain terms and conditions of employment for said Employee; and

WHEREAS, it is the desire of Employer's governing Board of Commissioners to (1) secure and retain the services of Employee and to provide incentives for him to remain in such employment, (2) assist Employee in achieving full work productivity by supporting and doing all that it reasonably can to optimize Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES:

Employer hereby agrees to employ said Employee as Employer's County Manager to perform the functions and duties specified in the General Statutes of the State of North Carolina, ordinances of the Employer, by policies heretofore and hereafter adopted by said Employer, and to perform other legally permissible and proper duties and functions as may be assigned by the Employer's Board of County Commissioners.

II. TERM:

- a. Employee shall begin his employment with Employer on or before February 6, 2018.
- b. Employee shall serve at the pleasure of Employer's Board of Commissioners, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer's Board of Commissioners to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section III of this Agreement.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section III of this Agreement.

III. TERMINATION AND SEVERANCE PAY

- a. In the event that Employee is terminated or discharged by Employer's Board of provisions of applicable law.

VI. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. The Board of Commissioners of Employer shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law or County ordinance.
- b. Employee agrees to maintain his primary residence in Cleveland County, North Carolina for the duration of this Agreement.

VII. TRAVEL ALLOWANCE

- a. Employee shall be paid, in equal installments consistent with County pay policies, a monthly allowance of \$720.00. Employee will not be reimbursed for costs incurred in using his private vehicle within Cleveland County. The amount of this allowance may be adjusted annually by Employer's Board of Commissioners.

VIII. DUES AND SUBSCRIPTIONS

- a. Employer agrees to budget and pay for Employee's professional dues and subscriptions so long as said dues and subscriptions are reasonably necessary for his continuation and full participation in national, regional, state and local associations as well as organizations reasonably necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

IX. TRAVEL AND SUBSISTENCE

- a. To the extent not covered in Section VII above, Employer, consistent with County policy, hereby agrees to budget and pay for Employee's travel and subsistence expenses for professional and official travel, professional and official meetings, and occasions necessary for Employee's continued professional development and to adequately pursue necessary official and other functions for Employer.
- b. When Employee intends to travel outside of Cleveland County on County business overnight, he shall confer with the Board Chair or his/ her designee prior to such travel.

X. INDEMNIFICATION

- a. Employer shall, to the extent allowed by North Carolina law, and consistent with County policy, defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

Commissioners without cause, and during such time as Employee is willing to perform his duties under this Agreement, then, and in that event, Employer shall continue to pay to Employee his then-existing salary, together with all other benefits on a regular payroll schedule of the Employer, for a period of 180 days.

- b. Notwithstanding the above, in the event Employee is terminated for cause for failure to perform duties or because of his conviction of any illegal act involving direct or indirect personal gain to him, his conviction of a felony, or his commission of any act that involves moral turpitude, then, and in that event, Employer shall have no obligation to pay the severance sums designated in this Section.
- c. Should Employee wish to resign, Employee shall give Employer sixty (60) days' written notice in advance of Employee's last intended day of employment, unless the parties agree otherwise in writing

IV. SALARY AND BENEFITS:

- a. Pursuant to the terms of this Agreement, Employer agrees to pay Employee for his services rendered at an initial base salary of One Hundred Sixty Thousand Dollars (\$160,000.00) payable in installments at the same time as other employees of the Employer are paid.
- b. Employer agrees to provide all Employer benefits as is consistent with any full-time employee. Employer agrees to provide Employee with longevity pay annually as is consistent with section 12 of the Employer Personnel Ordinance.
- c. Employer agrees to provide Employee with such other fringe benefits as other employees of Employer receive, including paid holidays, vacation and sick leave accruals, as well as participation in the North Carolina Local Government Employees' Retirement System.
- d. Employer agrees to increase said base salary and/or other benefits of Employee in such amount and to such extent as Employer's Board of Commissioners may determine to be desirable, and to do so on the basis of an annual performance review of said Employee made at or near the anniversary date of his employment, or at such other date as may be agreed upon by the parties.

V. PERFORMANCE EVALUATION

- a. Employer's Board of Commissioners shall review and evaluate the performance of Employee at least once per year on or before the anniversary date of his employment. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified by Employer's Board of Commissioners from time to time, in consultation with Employee. Employer's Board of Commissioners shall provide Employee with an adequate opportunity for Employee to discuss his evaluation with Employer's Board of Commissioners. In effecting the provisions of the Section, Employer's Board of Commissioners and Employee mutually agree to abide by all relevant

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performance of Employee's duties as County Manager, unless the conduct resulting in such a claim, demand or legal action arises outside the course and scope of Employee's employment.

XI. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

XII. INSURANCE

To the extent not provided for by Employer or otherwise available to Employee as a County employee benefit, Employer agrees to pay for a term life insurance policy on the Employee with a death benefit amount equal to Employee's initial annual salary.

XIII. GENERAL PROVISIONS

- a. This Agreement shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.
- c. This Agreement shall become effective immediately upon the signing of this document by both parties.
- d. As required by County policy, and as a condition of employment, Employee must, within 24 hours of the execution of this Agreement, present himself for a pre-employment drug screening procedure to be conducted in accordance with the County's standards, at a place to be designated by Employer. Satisfactory completion of this procedure, including negative results for screened substances, is required as a condition of employment. All actions under this Section are subject to the relevant laws of the State of North Carolina.
- e. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional or unenforceable, the remainder of this Agreement or any portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- f. This Agreement is executed under the laws of the State of North Carolina and shall be construed in accordance therewith. Any legal action that may be brought as a result of this Agreement must be brought in the General Court of Justice sitting in Cleveland County, North Carolina.
- g. This Agreement is not final, and Employee's appointment is not effective, unless and until final action appointing Employee is taken by the Cleveland County Board of Commissioners at an open meeting of the Board.

IN WITNESS WHEREOF, the Cleveland County Board of Commissioners has caused this Agreement to be signed and executed on its behalf by its Board Chairman, and duly attested by its Clerk; and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

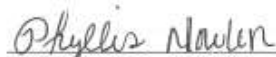
EMPLOYER:

By: 
Eddie M. Holbrook
Chairman, Cleveland County Board of Commissioners

EMPLOYEE:


Brian C. Epley

WITNESSED OR ATTESTED BY:


Phyllis Nowlen
Board Clerk

Pre-Audit Certificate

This instrument has been pre-audited pursuant to North Carolina General Statute § 159-28, which is commonly referred to as the Local Government Budget and Fiscal Control Act.


Lucas Jackson
Assistant Finance Director

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ANNOUNCEMENT OF ASSISTANT COUNTY MANAGER

County Manager Brian Epley's first official action is the announcement of the Assistant County Manager. He stated the announcement comes after a yearlong pay and classification study. The consultants recommend the reclassification of Kerri Melton's position. In support of Mr. Epley's recommendation,

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *reclassify Kerri Melton's position from Community Services Director to Assistant County Manager.*

SPECIAL PRESENTATION

Retirement of Waco Fire Chief Kevin Gordon: Chairman Holbrook recognized Perry Davis, Fire Marshall/Emergency Management Director. Mr. Davis read a brief biography on Chief Kevin Gordon, citing the many accomplishments and contributions he has made to not only the Waco Volunteer Fire Department but all Volunteer Fire Departments in Cleveland County. Chief Gordon was presented with the following resolution:



Retirement of Cleveland Fire Chief Steve Hamrick: Chairman Holbrook recognized Perry Davis, Fire Marshall/Emergency Management Director. Mr. Davis read a brief biography on Chief Steve Hamrick, citing the many accomplishments and contributions he has made to the Volunteer Fire Departments in Cleveland County. Chief Hamrick was presented with the following resolution:



CITIZEN RECOGNITION

Steve Padgett – Director of Small Business Center in Cleveland County, NC - Mr. Padgett stated the Certified Entrepreneurial Community Program recently celebrated its one-year anniversary. This has been a very successful program and continues to grow in the community. Mr. Padgett receives calls and visitors daily from the

public who were directed to him for help in growing their small business. Referrals are given by leaders from all over the county municipalities such as lawyers, the Register of Deeds, Planning and Zoning, Mayors, City Managers, Town Councils, etc. He concluded by thanking the Commissioners for their continued support in the Certified Entrepreneurial Community Program.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the *December 19, 2017 regular meeting*, in Board Members packets.

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

TAX COLLECTOR'S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during *December 2017*.

CLEVELAND COUNTY 311 E MARION ST ROOM 134 P O BOX 370 SHELBY, NC			
TOTAL TAXES COLLECTED DECEMBER 2017			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	\$0.00
2017	\$10,513,557.01	\$0.00	\$10,513,557.01
2016	\$37,953.68	\$0.00	\$37,953.68
2015	\$10,594.64	\$0.00	\$10,594.64
2014	\$4,794.12	\$0.00	\$4,794.12
2013	\$2,254.15	\$234.79	\$2,488.94
2012	\$502.94	\$160.95	\$663.89
2011	\$466.06	\$78.91	\$544.97
2010	\$155.67	\$61.10	\$216.77
2009	\$4.89	\$76.33	\$81.22
2008	\$156.62	\$25.54	\$182.16
2007	\$0.00	\$0.00	\$0.00
	\$0.00		
	\$0.00		
TOTALS	\$10,570,439.78	\$637.62	\$10,571,077.40
DISCOUNT	\$0.84		
INTEREST	\$7,994.02	\$202.80	\$0.00
TOLERANCE	\$1.77	\$0.00	
ADVERTISING	\$218.00	\$111.02	
GARNISHMEN'	\$896.68		
NSF/ATTY	\$188.20		
LEGAL FEES	\$0.00		
TOTALS	\$10,579,739.29	\$951.44	
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$10,579,739.29	\$951.44	\$10,580,690.73
DEF	\$0.00	\$0.00	
DISC	\$0.00	\$10,579,739.29	
TOL	\$0.00		
INT	\$0.00		
TOTAL UNCOLLECTED TAXES DECEMBER 2017			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2017	\$20,421,228.11	\$0.00	\$20,421,228.11
2016	\$773,461.58	\$0.00	\$773,461.58
2015	\$401,810.40	\$0.00	\$401,810.40
2014	\$322,873.04	\$0.00	\$322,873.04
2013	\$176,314.26	\$72,316.97	\$248,631.23
2012	\$122,653.86	\$82,789.59	\$205,443.45
2011	\$87,967.81	\$61,384.97	\$149,352.78
2010	\$78,161.75	\$56,028.13	\$134,189.88
2009	\$76,042.14	\$52,353.02	\$128,395.16
2008	\$55,608.97	\$63,284.86	\$118,893.83
2007	(\$0.00)	\$0.00	(\$0.00)
	\$22,516,121.91	\$388,157.54	\$22,904,279.45
Deferred	\$0.00		
TOTAL UNCOLLECTED	\$22,516,121.91		

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *December 2017*. The monthly grand total of tax abatements was listed as (\$794.61) monthly grand total for tax supplements was listed as \$2,576.35.

PUBLIC SAFETY: BUDGET AMENDMENT (BNA #029)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.714.4.991.00		Road-Paving/Fund Balance Approp	\$25,000.00	
010.714.5.700.00		Road-Paving/Grants	\$25,000.00	

Explanation of Revisions: Budget grant funds rec'd from NCDOT to go towards the paving of the parking lot at Polkville Volunteer Fire Department. Funds are to be paid out to Polkville VFD as they have already paid for the paving.

LIBRARY: BUDGET AMENDMENT (BNA #030)

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

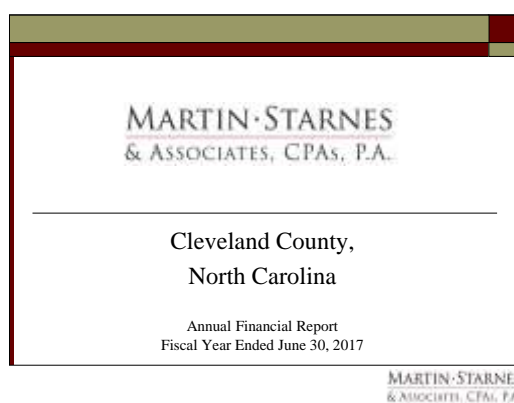
<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.611.4.810.07		Donations/Special Blanton	\$2,300.00	
010.611.5.790.07		Donations/Special Blanton	\$2,300.00	

Explanation of Revisions: Budget the donations received from the Blanton Endowment that exceeded anticipated funds. Original budget was for \$8,000 but \$10,300 were received. Additional funds need to budgeted in for FY 17/18.

REGULAR AGENDA

FISCAL YEAR 2016/2017 AUDIT PRESENTATION

Chairman Holbrook called Derek Wright, Associate with Martin Starnes and Associates, CPAs, P.A., to the podium to present the 2016/2017 Fiscal Year audit presentation.



MARTIN STARNES & ASSOCIATES, CPAs, P.A.

- Approximately 100 audits in North Carolina
 - 29 Counties
- Back Ground and Experience
 - Experience with Cleveland County
 - Partners on GFOA Board

Audit Process

- Year-round process:
 - Planning and Risk Assessment
 - Interim Procedures
 - Final Procedures

Audit Highlights

- Unmodified opinion
- No Findings
- Issuance of Management Letter
- Cooperative staff

Audit Highlights

- 4th Consecutive GFOA National Submission
- Implementation of GASB disclosure with respect to Law Enforcement Officers' Special Separation Allowance

Fund Balance

- Serves as a measure of the County's financial resources available.

(Assets + Deferred outflows) - (Liabilities + Deferred inflows) =
Fund Balance / Net Position
- 5 Classifications:
 - **Non spendable** - not in cash form
 - **Restricted** - external restrictions (laws, grantors)
 - **Committed** - internal constraints at the highest (Board) level-do not expire, require Board action to undo
 - **Assigned** - internal constraints, lower level than committed
 - **Unassigned** - no external or internal constraints

Fund Balance

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance
Less: Non spendable (not in cash form, not available)
Less: Stabilization by State Statute (by state law, not available)
Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

OPEB – GASB 75

- What's to come?
- What does this mean for you?
- Like LGERS and LEO, you will have a prior period adjustment, deferreds for pension, pension expense, and a larger liability

Compliance

- Changes that we know for FY 2018:
 - Direct benefit programs' expenditures will be coming off Schedule of Expenditures of Federal and State Awards
 - Office of State Auditor will require Agreed Upon Procedures engagement for State selected programs, separate from audit engagement

Discussion & Questions

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

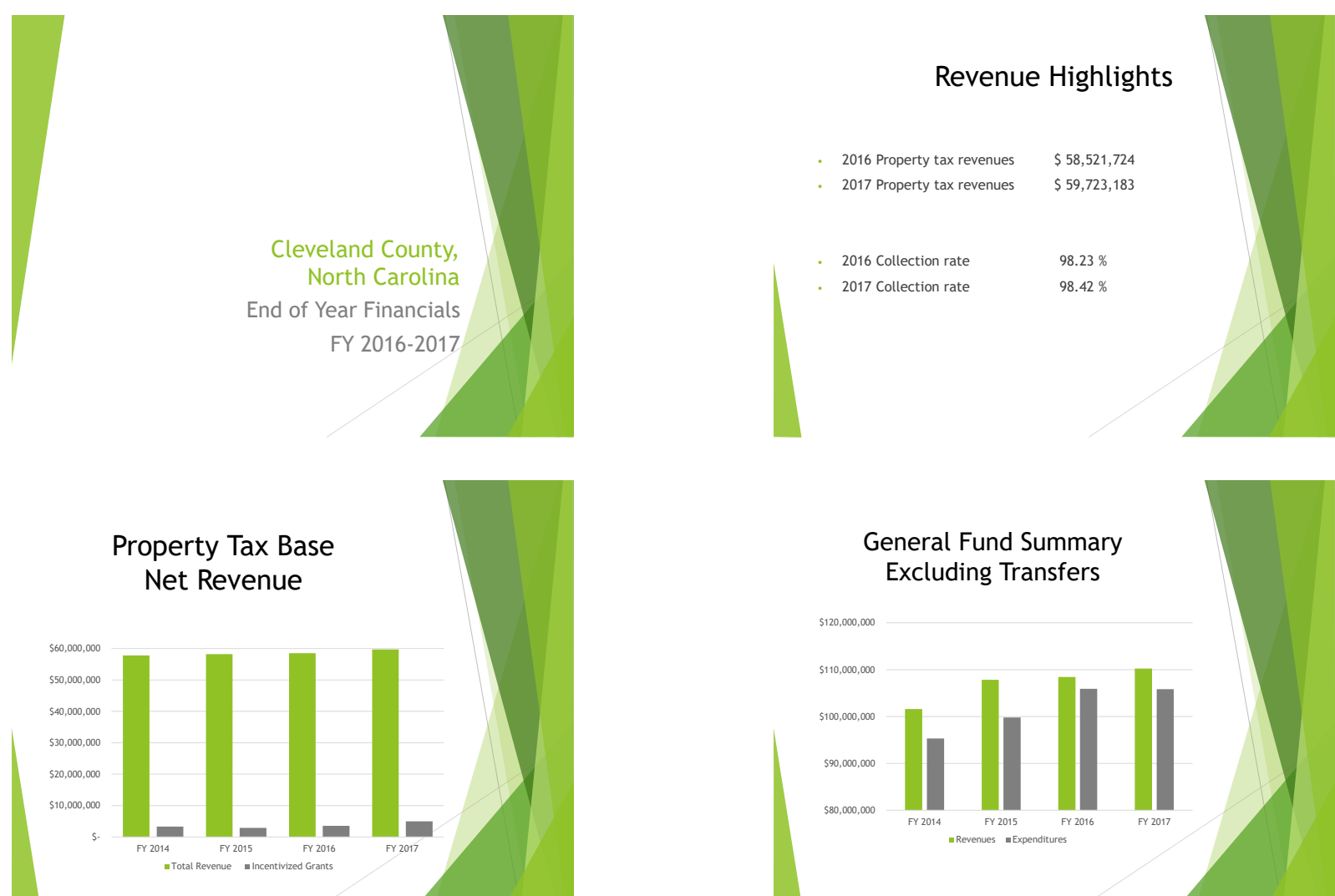
Martin Starnes and Associates audits 29 out of the 100 counties in North Carolina. Auditing is a year-round process and auditors are in constant contact with the Finance Department. Audit planning for the new fiscal year begins as soon as the examining from the previous year concludes and is modified as needed if there are any guideline and policy changes, risk assessments, etc. The second phase in the audit process is interim procedures which is compliance testing. Auditors review the internal controls of the County, perform walk-throughs of cash collection points and test compliance. In the final step auditors perform financial statement analysis and issue the audit opinion. The Finance Department has submitted their report to Government Finance Officers Association (G.F.O.A) for Comprehensive Annual Financial Report and the Local Government Commission has approved the audit report. This is the fourth year of G.F.O.A submission for Cleveland County. The auditors from Martin Starnes and Associates issued Cleveland County an un-modified opinion on the financial statements. Mr. Wright commented on the on how cooperative and timely staff is during an audit. This ensures the audit is run smoothly and efficiently.

The County carries the full liability for law enforcement officers' special separation allowance (LEO). The ending liability cost for this benefit was \$2,470,182 as of June 30, 2017. During the 2018 fiscal year, the County will need to recognize the full liability related to Other Post-Employment Benefits (OPEB). Five years ago, when Cleveland County first put the liability from OPEB on the books, previous guidance allowed governments to amortize the liability over a period of up to thirty years. In the coming year, the County will be putting the whole liability on the books. Mr. Wright informed Commissioners this could be a large liability would impact your net position on your full accrual statements, even making some entities have a deficit net position. The liability at this point is unknown. Guidance will change how the long-term obligations associated with OPEB are calculated by the specialists that are used. Every governmental entity will be required to do a new OPEB actuarial study. Finance

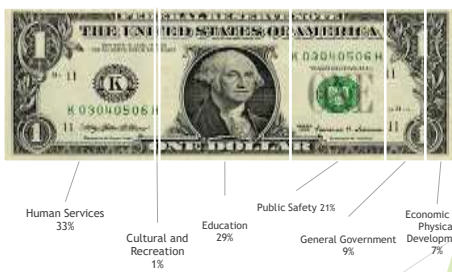
will need to submit the information to the specialist as soon as possible to avoid a delay in issuance of 2018's report and to get a first glimpse of the liability amount. Cleveland County's total Fund Balance is \$39,620,247.

According to the Office of State Auditor, all OSA Department of Health and Human Services programs that currently have direct benefits programs on the Schedule of Expenditures of Federal and State Awards will no longer have the direct benefits portion presented. This means there will be more programs to test which causes more hours to complete the single portion of the audit. Three programs were tested last year for Cleveland County. Martin Starnes and Associates are estimating they will be testing 8-10 total programs in the 2018 Fiscal Year. Also going into the 2018 fiscal year, the Office of State Auditor will require AUP engagement for their programs. In the past, those included Medicaid, WIC, Adoption Assistance, TANF, and CHIP. The State Auditor has required these procedures to be done in the past, therefore they are being brought back. The key difference now is it will consist of the State Auditor selecting specific procedures for auditors to perform, they will select how many to test, they will provide participant samples, and it will vary from county to county. At this time there is not a lot of guidance from OSA yet as they will require time to review all 2017 County audits before determining their programs and procedures. It will be a separate engagement and fee from the audit with a separate report to be issued. At this time, Martin Starnes and Associates cannot estimate a fee since as they don't know exactly what the State Auditor wants performed until the Letter of Instructions is sent out.

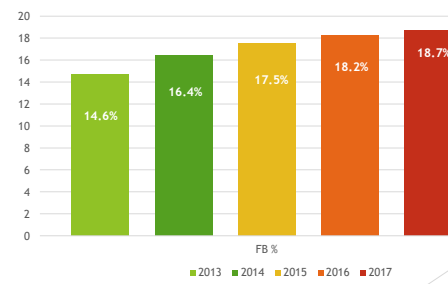
County Manager Brian Epley echoed Mr. Wright's key points stating the audit was done in compliance with all local, state and federal law. It was submitted to the Local Government Commission in early December and was approved with no findings. This time last year there were state and federal changes with six findings in the Health and Human Services Department. Those findings have been addressed and taken care of.



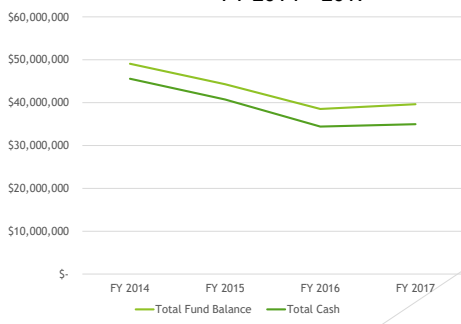
General Fund Expenditures by Function



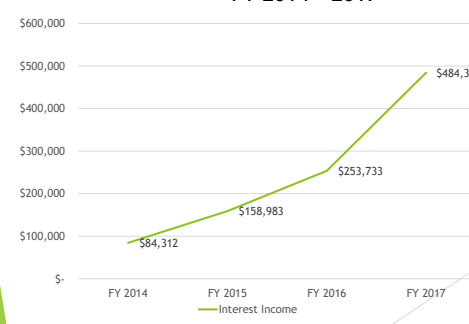
Un-Assigned Fund Balance



General Fund Change in Cash and Fund Balance FY 2014 - 2017



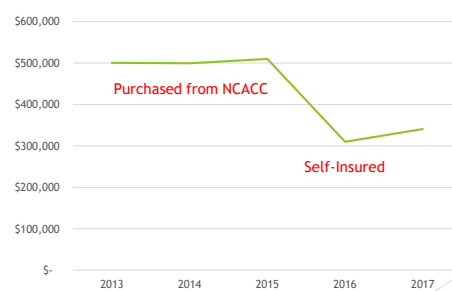
General Fund Investment Income FY 2014 - 2017



Employee Health Fund Average Monthly Cost



Property & Liability Insurance Cost



Current Capital Projects

- ▶ North Shelby School Capital Project Fund
- ▶ Solid Waste Cell Construction Capital Project Fund
- ▶ County General Capital Projects Fund
- ▶ Kings Mountain Gate Way Trail-Phase 5 Capital Project Fund
- ▶ Washburn Switch Road Capital Project Fund
- ▶ Pinnacle Turn Lane Capital Project Fund

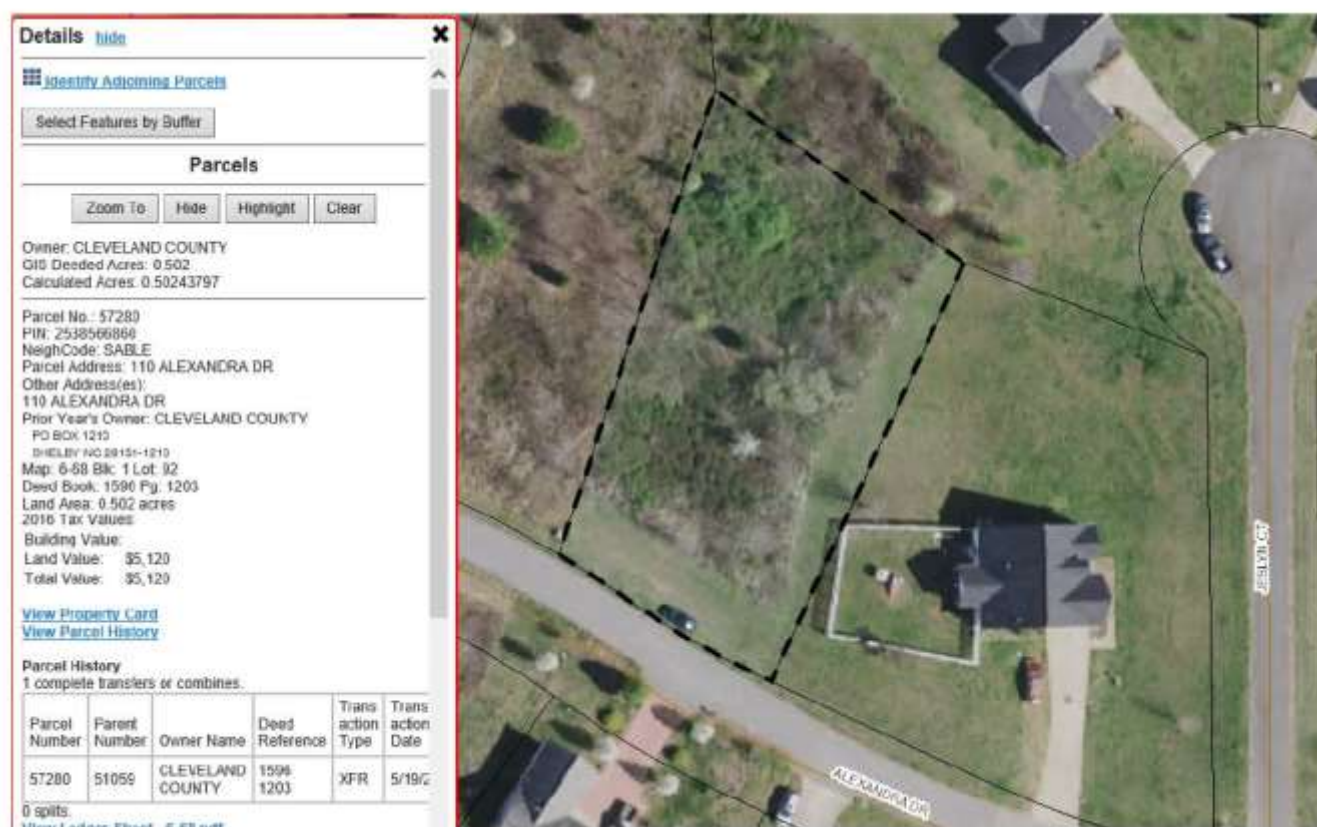
Questions??

County Manager Brian Epley concluded the Fiscal Year 2016/2017 Audit Presentation with the End of Year Financials Report. The Tax Assessor reported 2017 is the fourth consecutive year Cleveland County has exceeded in tax collections with 98.42% collected. Net Revenue has also been stable over the past four years. The Tax Assessor also reported \$110,000,000 in revenue has been collected. Property tax is 54% of the County's total revenue. Service fees collected also exceeded with to the hard work of staff in Central Collections. As of June 30, 2017, the unassigned Fund Balance was 18.7%. This percentage shows growth is continuing to be very steady and intentional. In 2014, the County had more cash, the more cash more interest revenue, although the County had less cash we still generating more revenue. The Employee Health Fund has had several years of outstanding

performance where there was actually a negative yield meaning the growth with the health plan was less than medical inflation in the region and market. The County had almost 10% in growth between the years of 2016 and 2017, whereas, medical inflation was 11%. At the end of 2017, the employee health cost was just under a half of million dollars. In July 2015, the Board made the decision to become fully self-insured with property and liability insurance. By administering and containing the insurance plan, Cleveland County has saved roughly \$405,000 to date.

TAX FORECLOSURE PROPERTY – PARCEL 57280

Phyllis Nowlen, Clerk to the Board, presented to the Board a Property Tax Foreclosure bid on Parcel 57280. Bidder Jasmine C. Smith has placed a bid of \$2560.00 on a vacant parcel located at 110 Alexandria Drive, Shelby. The county has owned this parcel since 2010. The County has \$1,548.89 invested in this property and the tax value is listed at \$5,120. Per the tax foreclosure policy, it is suggested the county accept a bid for half of the tax value or the county investment, whichever is greater. It is ultimately up to the Board as to make decisions on the sale of county owned property. This property has been properly advertised and a deposit has been received. It is the Clerk’s recommendation this tax foreclosure property be sold.

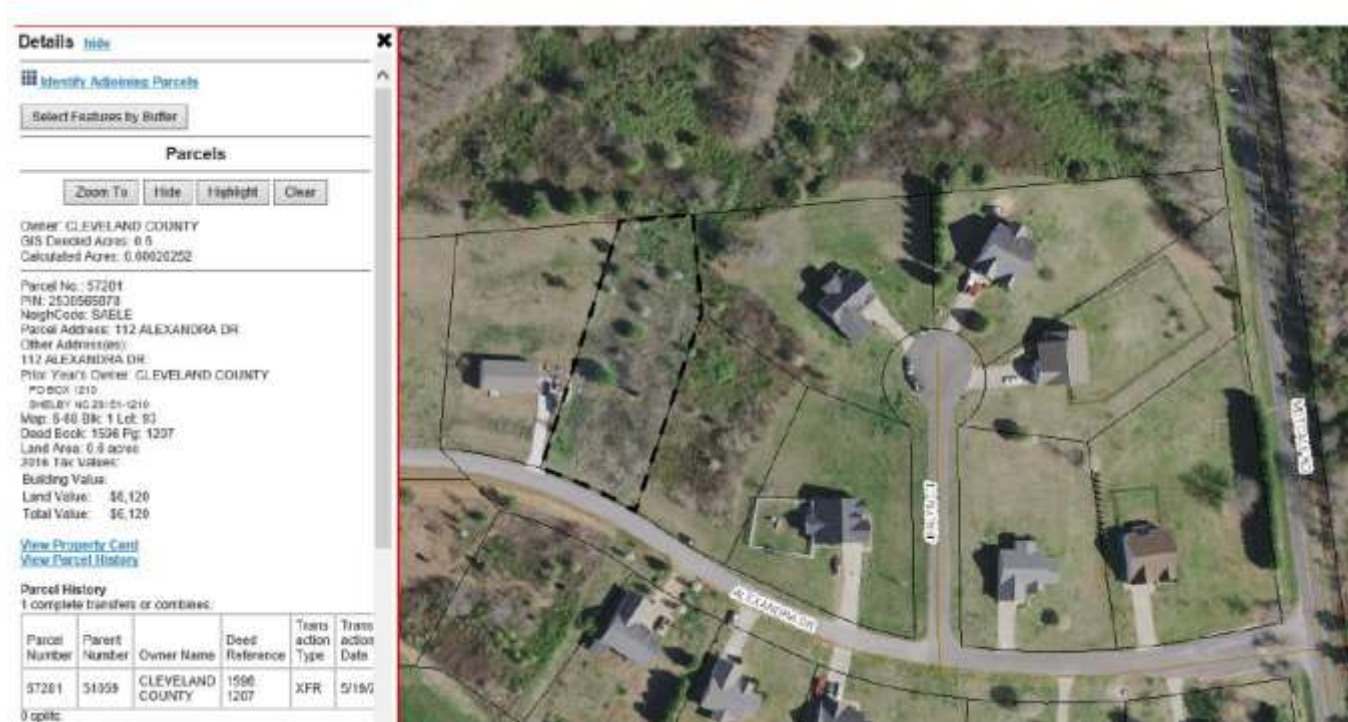


ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the sale of Parcel #57280 to Jasmine C. Smith for \$2,560.00.*

TAX FORECLOSURE PROPERTY – PARCEL 57281

Phyllis Nowlen, Clerk to the Board, presented to the Board a Property Tax Foreclosure bid on Parcel 57281. Bidder Jasmine C. Smith has placed a bid of \$3060.00 on a vacant parcel located at 112 Alexandria Drive, Shelby. The County has owned this parcel since 2010 and has \$1,610.07 invested in this property and the tax value is listed at \$6,120. Per the tax foreclosure policy, it is suggested the county accept a bid for half of the tax value or the county investment, whichever is greater. It is ultimately up to the Board as to make decisions on the sale of county

owned property. This property has been properly advertised and a deposit has been received. It is the Clerk's recommendation this tax foreclosure property be sold.



ACTION: Commissioner Bridges made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *approve the sale of Parcel #57281 to Jasmine C. Smith for \$3,060.00.*

BOARD APPOINTMENTS

AGRICULTURE ADVISORY BOARD

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to appoint Annie Thompson and Robert Henderson to serve as members of this board*, for a period of three-years, scheduled to conclude December 31, 2020.

COMMUNITY CARE BLOCK

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to re-appoint Frieda Pauly to serve as a member of this board*, for a period of three-years, scheduled to December 31, 2020.

MOUNTAIN VALLEY RESOURCE AND DEVELOPMENT COUNCIL

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board, *to appoint Lex Garey to serve as a member of this board*, for a period of three-years, scheduled to conclude December 31, 2020.

CLOSED SESSION

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to go into closed session per NCGS 143-318.11(a)(3) to consult with the County Attorney on a potential legal matter.* (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 Holbrook announced no official action was taken during the Closed Session, information was given to the Board.

COMMISSIONER REPORTS

Commissioner Bridges – walked in the Martin Luther King Jr. Parade held over the weekend. He also sends out thoughts and prayers to the families of the four York County Deputies in South Carolina who were shot in the line of duty.

Commissioner Whetstine – attended the Cleveland Vocational open house and toured the facility. He has also attended the MPO Board Meeting and the Board of Health Meeting.

Commissioner Hutchins – attended the STI Ribbon Cutting and several other Board Meetings such as the Council of Aging and MPO.

Commissioner Allen – also went to the STI Ribbon Cutting and detailed some of the upgrades of the company, new products and benefits to their employees.

ADJOURN

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

The next meeting of the Commission is scheduled for *Tuesday, February 6, 2018 at 6:00 p.m. in the Commissioners Chamber.*

*Eddie Holbrook, Chairman
Cleveland County Board of Commissioners*

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