

**Cleveland County Board of Commissioners**  
**February 6, 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  
Tim Moore, County Attorney  
Phyllis Nowlen, Clerk to the Board  
Brian Epley, County Manager  
Kerri Melton, Assistant County Manager  
Allison Mauney, Human Resources Director  
Dayna Causby, Board of Elections Director  
Chris Green, Tax Administrator  
Perry Davis, Fire Marshall/Emergency Management Director  
Betsy Harnage, Register of Deeds  
Greg Traywick, Cooperative Extension Director

**CALL TO ORDER**

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

**AGENDA ADOPTION**

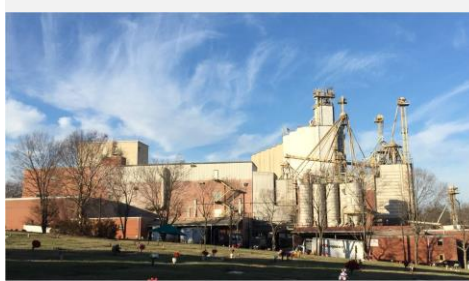
**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the agenda.*

**SPECIAL PRESENTATION**

**Retirement of Cleveland County Deputy Scott Chapman:** Chairman Holbrook recognized Major Durwin Briscoe with the Cleveland County Sheriff's Office. Major Briscoe gave a brief account on Deputy Scott Chapman, citing the many accomplishments and contributions he has made through his 29 years of service at the Sheriff's Office. The Board presented Deputy Chapman with a retirement plaque and thanked him for his years of service.

**Farm to City Update:** Chairman Holbrook recognized Greg Traywick, Cleveland County Extension Director, who introduced two staff members from the Cooperative Extension Office. Charlie Godfrey is the new 4-H Youth Development Agent and is currently setting up a spring embryology program in the classrooms for second graders in the County. Mr. Godfrey will oversee the shooting sports program to ensure it continues to grow and be successful. Andrew Scruggs, Area Crop Field Agent at the Cooperative Extension Office gave the Board an overview on grain production and agriculture in Cleveland County.





Renwood Mills, Newton



### Store Brand Flour



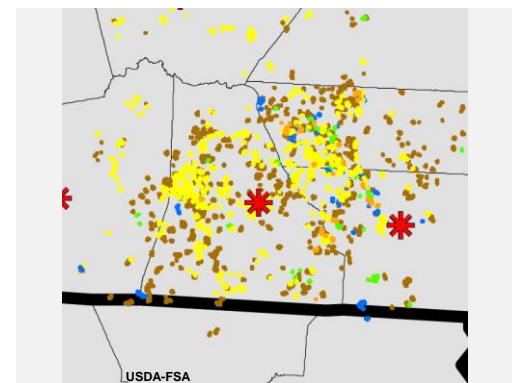
~450,000 bu. in 2017



Case Farms, Shelby



ASR Grain Company



Cleveland County agriculture produces a diverse commodity ranging from cattle, produce and grains which represents \$133 million dollars annually in farm big sales. Despite the challenges of grain production such as drought, late freezes, insects and disease, farmers in the county are able to produce an average of 480,000 bushels of wheat each year. That number equivalates to 20 million loaves of bread. The majority of wheat grown is processed at Renwood Mills in Catawaba County and is used to make local store brand flour and biscuit mix. In 2017 Cleveland County farmers had a record year producing 450,000 bushels of corn. The majority of the corn crop was processed at Case Farms in Shelby and is used as feed for 22 million chickens that are grown in Cleveland County on a yearly basis. The Cooperative Extension Office partnered with Cleveland County Economic Development and ASR Grain Company to successfully submit and receive a grant from the North Carolina Ag Development Trust Fund. The grant will assist ASR Grain to implement a new grain mining station which will help about 20 local farmers be able to sell their grain crops in Cleveland County and not have to sell or transport to the store. Mr. Scruggs received an update from ASR Grains, reporting within the first year the numbers quadrupled with 70 farmers being able to take advantage of the new station.

Another portion of the grant has allowed the Regional Grain Project to supply specialty grains such as a new malting quality barley. The first crop of these grains has been planted in Cleveland County as test with the hopes it will expand for multiple farmers. ASR Grains has positioned themselves to be the premier supplier of malt grain barley in Western North Carolina and possibly the entire state. This is a tremendous opportunity for Cleveland County farmers to be able to grow and sell this higher value crop through ASR Grains and obtain a price three to four times higher per bushel than regular barley. The Board thanked Mr. Scruggs for the information given and for the work the Cooperative Extension continues to do for the County.

**CITIZEN RECOGNITION**

No citizens registered to speak.

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

The Clerk to the Board included the Minutes of the *January 8, 2018 special called meeting* and the Minutes of the *January 16, 2018 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.*

**UNSEAL MINUTES**

The Clerk to the Board included, in a closed envelope, the Sealed Minutes of the *January 8, 2018 Closed Session* in Board Members packets.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and passed unanimously by the Board to, *unseal the minutes from the January 8, 2018 Closed Session.*

**HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #031)**

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

| <i>Account Number</i> | <i>Project Code</i> | <i>Department/Account Name</i>      | <i>Increase</i> | <i>Decrease</i> |
|-----------------------|---------------------|-------------------------------------|-----------------|-----------------|
| 012.546.4.310.00      | 02200-8PTN          | Carolina Access/Federal Govt Grants | \$4,000.00      |                 |
| 012.546.5.310.00      | 02200-8PTN          | Carolina Access/Travel-Training     | \$4,000.00      |                 |

*Explanation of Revisions: Community Care of North Carolina has allocated \$4,000 to the Cleveland County Health Department, Carolina Community Health Partnership to support Practice Transformation Network (PTN) activities. The program offers medication management optimization support for practices that participate in the Practice Transformation.*

**LIBRARY: BUDGET AMENDMENT (BNA #032)**

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

| <i>Account Number</i> | <i>Project Code</i> | <i>Department/Account Name</i> | <i>Increase</i> | <i>Decrease</i> |
|-----------------------|---------------------|--------------------------------|-----------------|-----------------|
| 010.611.4.310.00      | 45310-CONF          | Library/Federal Govt Grant     | \$1,700.00      |                 |
| 010.611.5.310.00      | 45310-CONF          | Library/Travel-Training        | \$1,700.00      |                 |

*Explanation of Revisions: \$1,700 to budget LSTA Grant from the State Library System for Ensley Guffey to attend Evergreen International Conference in St. Charles, Missouri from April 30 – May 3, 2018.*

**PUBLIC SAFETY: BUDGET AMENDMENT (BNA #033)**

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

| <i>Account Number</i> | <i>Project Code</i> | <i>Department/Account Name</i>        | <i>Increase</i> | <i>Decrease</i> |
|-----------------------|---------------------|---------------------------------------|-----------------|-----------------|
| 010.437.4.310.00      | 93889-3SMT          | Public Safety/Federal Govt Grant      | \$3,500.00      |                 |
| 010.437.5.211.00      | 93889-3SMT          | Public Safety/Controlled Property Exp | \$2,645.00      |                 |
| 010.437.4.240.00      | 93889-3SMT          | Public Safety/Automotive Supplies     | \$855.00        |                 |

*Explanation of Revisions: \$3,500 to budget FY18 SMAT III Sustainment Grant funds to be received through MHPC from NCOEMS to purchase strip doors, mount states and ton gantry crane.*

**TAX ADMINISTRATION: SMALL BUSINESS INCENTIVE GRANT FOR A&K WILLIAMS ENTERPRISES, LLC. (Schedule Public Hearing for February 20, 2018)**

A&K Williams Enterprises, LLC has made application for participation in the Small Business Investment Grant Program. Under the Program, a qualifying net new investment of \$250,000 to \$500,000 would be eligible for a grant equal to 100% of taxes paid on the new investment for year one of the grant and 50% for years two and three. Grant amount will be calculated on 0.57 per \$100 of net new investment. The applicant has met the listing and investment requirements. Taxes have been paid and there are no unresolved appeals.

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

**TAX ADMINISTRATION: SMALL BUSINESS INCENTIVE GRANT FOR ROLAND GRACE FARMS, LLC. (Schedule Public Hearing for February 20, 2018)**

Roland Grace Farms, LLC has made application for participation in the Small Business Investment Grant Program. Under the Program, a qualifying net new investment of \$100,000 to \$250,000 would be eligible for a grant equal to 50% of taxes paid on the new investment for three years. Grant amount will be calculated on 0.57 per \$100 of net new investment. The applicant has met the listing and investment requirements. Taxes have been paid and there are no unresolved appeals.

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

**PUBLIC HEARINGS**

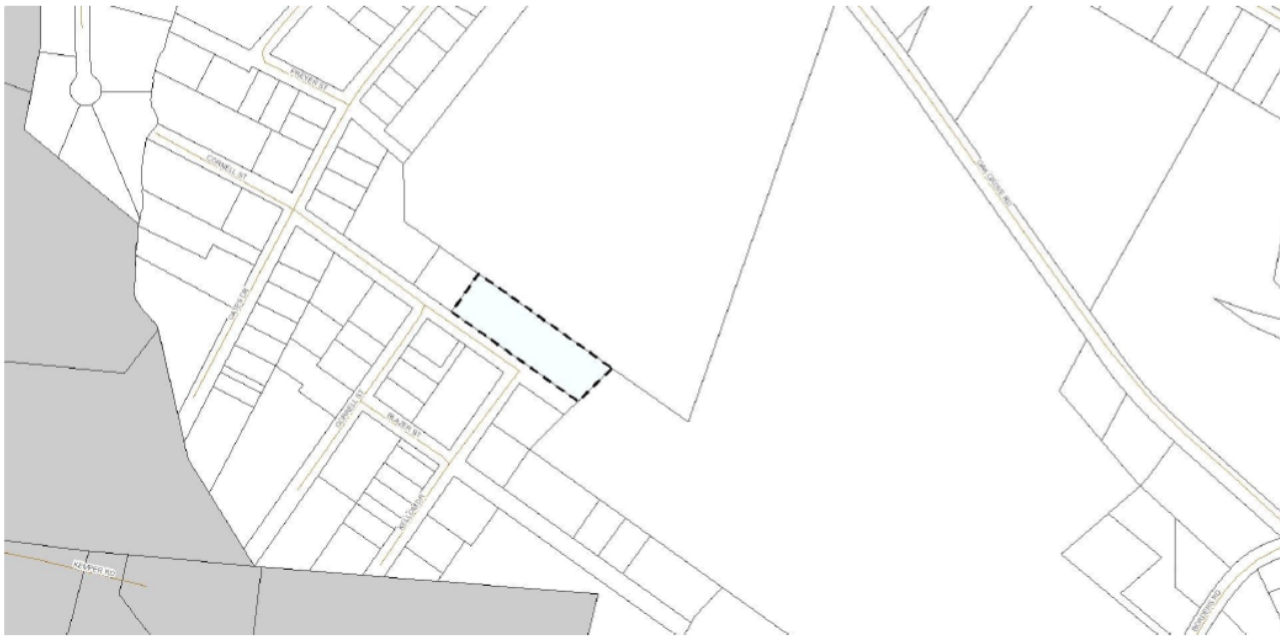
**PLANNING DEPARTMENT: ZONING CASE 18-01; PARCEL 27384 AT 217 EAST BLAZER STREET**

Chairman Holbrook called Chris Martin, Senior Planner for Cleveland County, to the podium. Mr. Martin stated John Williams, owner of Williams and Twiggs Trucking, is requesting to rezone Parcel 27384 at 217 Blazer Street, from Residential (R) to General Business-Conditional District (GB-CD) to be used for Williams and Twiggs Trucking. In August, 2015, Mr. Williams bought the property, which is slightly less than two acres, located in the Light Oak Community on Blazer Street which is a secondary road off of Oak Grove Road. Mr. Williams currently uses this property to park six (6) semitrailer trucks. A zoning permit was not sought for this use. The area surrounding 217 Blazer Street is zoned both Residential and Restricted Residential and is comprised of mostly single-family dwellings. To the southwest is some commercial property within Shelby's zoning jurisdiction and to the east there is some general business along Oak Grove Road. The land use plan designates this area and the surrounding area as Residential. With any re-zoning case you must connect the re-zoning decision with the Land Use Plan by adopting a statement that relates to the current Land Use Plan.

This re-zoning case was brought before the Planning Board and after much discussion they voted unanimously to postponing the rezoning request until after the February 27th Planning Board meeting so the Board can receive a recommendation from Isothermal Planning Commission and staff can evaluate any conditions that could enable the use to be compliant with zoning.

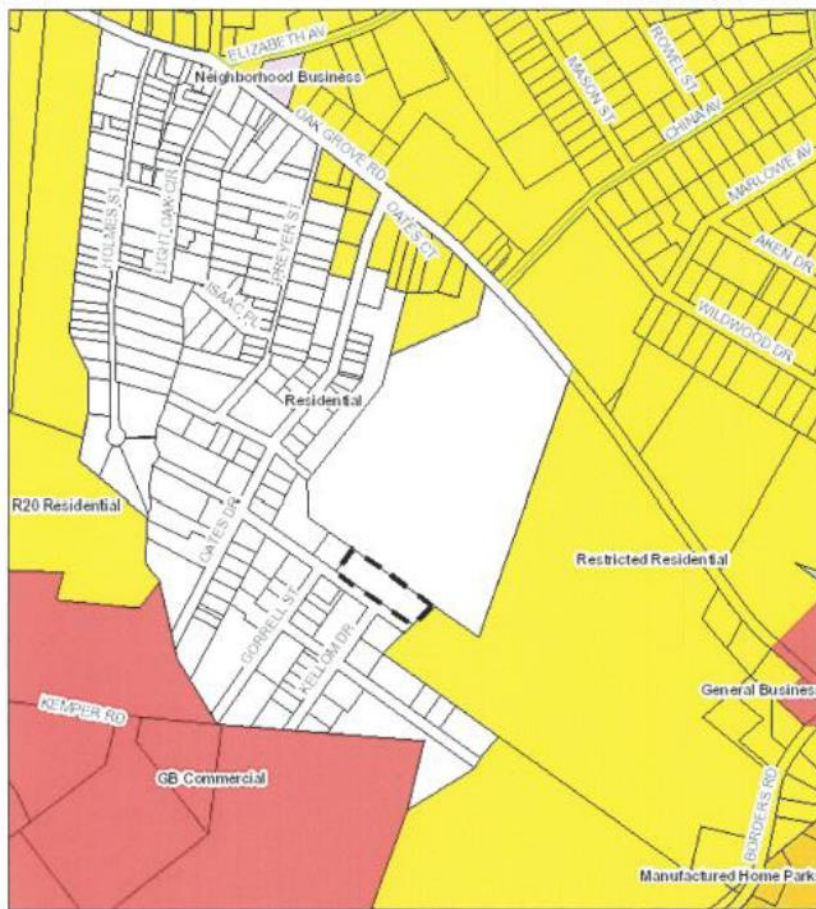
Case # 18-01 Re-Zoning: 217 Blazer Street: R to GB-CD  
 Future Land Use Plan Designation

 Residential  Municipal Zoning

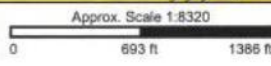


1/31/2018

Cleveland County, NC WebGIS



Disclaimer: The information contained on this page is NOT to be construed or used as a survey or legal description. Map information is believed to be accurate but accuracy is not guaranteed.

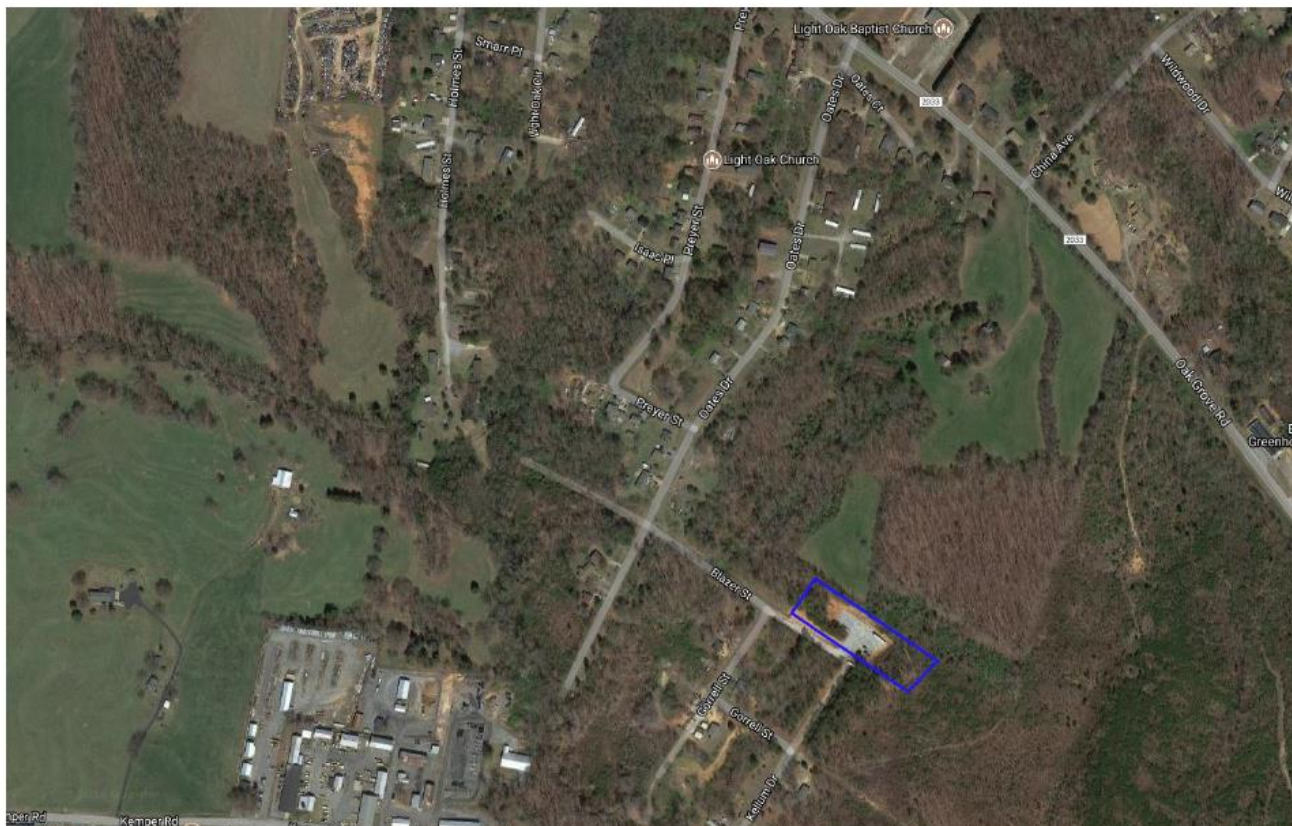


Layer: Parcels

SEQNUM: 27384  
 Owner1: WILLIAMS JOHN  
 Owner2: WILLIAMS AUNDREA  
 DeedBook\_P: 1702-1902  
 PIN: 2566172954  
 SUM\_Calcul: 1.74507893  
 ParcelNo: 27384  
 OwnerName1: WILLIAMS JOHN  
 OwnerName2: WILLIAMS AUNDREA  
 OwnerAddr1: 2707 ELIZABETH AVE  
 OwnerAddr2: SHELBY NC 28150  
 OwnerCity: SHELBY  
 OwnerState: NC  
 OwnerZip: 28150  
 ParcelAddr: 217 BLAZER ST  
 DeedBook: 1702  
 DeedPage: 1902  
 MapNo: 6-7A  
 Block: 3  
 Lot: 9  
 LandValue: 9817  
 AdjValue: 9817  
 TaxYear: 2018  
 ParAddr: 217  
 ParRdName: BLAZER  
 ParRdType: ST  
 NeighCode: 17  
 Tax\_Distri: 51  
 Use\_Code: R

| Attributes at point: 1261251, 567947 |  |
|--------------------------------------|--|
| Layer: Zoning                        | Class: Residential                       |
|                                      | Municipality: Cleveland County Zoning    |
| Layer: 2000 Census Tracts            | Census Tract: 950700                     |
| Layer: NC House and Senate Districts | Senate: 46th Senate                      |
|                                      | Legist: 110th House                      |
| Layer: School Districts              | Elementary: MARION ELEMENTARY            |
|                                      | Intermediate: SHELBY INTERMEDIATE        |
|                                      | Middle: SHELBY MIDDLE SCHOOL             |
|                                      | High: SHELBY HIGH SCHOOL                 |
| Layer: Flood Zones                   | Grid: 2566                               |
|                                      | Panel: 3710256600J                       |
| Layer: Voting Precincts              | Precinct: Shelby 5                       |
|                                      | Voting Site: Restoration Learning Center |

217 Blazer Street Aerial Map



Chairman Holbrook opened the floor to the Board for any questions. Commissioner Hutchins requested to know the difference between Residential and Restricted Residential. Mr. Martin advised Residential allows single-wide manufactured homes whereas Restricted Residential does not.

Hearing no further questions or comments from the Board, Chairman Holbrook opened the Public Hearing at 6:32 pm for anyone wanting to speak for or against the re-zoning case 18-01; Parcel 27384, at 217 Blazer Road.

**John T. Williams Jr., 2707 Elizabeth Avenue** - spoke in support of rezoning Parcel 27384 from Residential (R) to General Business-Conditional District (GB-CD). He purchased the property three years ago to park his semi-trucks. Mr. Williams had looked at other properties prior to purchasing Parcel 27384 however the cost of the other properties was not feasible. He met with Jim White and explained to Mr. White why he was looking for a large piece of property. Mr. White showed Mr. Williams the property at 217 Blazer Street and advised it should not be a problem parking the semi-trucks on the property. He asked the Board for their consideration regarding the rezoning of his business.

**Audrey Williams, 2707 Elizabeth Avenue** - spoke in support of rezoning Parcel 27384 from Residential (R) to General Business-Conditional District (GB-CD). Mrs. Williams also explained they looked at other properties prior to purchasing Parcel 27384 but the prices were too high to purchase for their small business. She then inquired about the zoning of Dedmon's Trucking located on Highway 150. Mrs. Williams advised Dedmon's is a trucking business surrounded by homes and wanted to know the difference between that business and theirs. She assured the Board their drivers are safe and cautious and would not do anything to harm the residents or do damage to the surrounding properties. She too asked the Board for their consideration regarding the rezoning of their business.

Chairman Holbrook asked Chris Martin for clarification regarding the difference in zoning of Mr. William's property and Dedmon's Trucking. Mr. Martin advised Dedmon's trucking, located on Highway 150, is in the city of Shelby zoning jurisdiction and he is not aware at this time what they have that area zoned as.

**Willie McIntosh** - spoke in support of rezoning Parcel 27384 from Residential (R) to General Business-Conditional District (GB-CD). Mr. McIntosh has known the Williams' for years and stated they are good people in the community. He asked the Board to do what they could to help the Williams.

Hearing no further comments, Chairman Holbrook closed the Public Hearing at 6:37 pm. (Legal Notice was published in the Shelby Star on Tuesday, January 24, 2018 and Tuesday, January 31, 2018).

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Allen, and passed unanimously by the Board to, *postpone the decision of rezoning Parcel 27384 at 217 Blazer Street, from Residential (R) to General Business-Conditional District (GB-CD) until the March 20, 2018 Regular Meeting*, to allow the Board to receive and evaluate the recommendation from Isothermal Planning Commission and the Planning Board.

Chairman Holbrook stated it is the Board's intention to gather all of the information and recommendations from Isothermal Planning and Development and the Planning Board. It is the responsibility of those two boards to do a thorough evaluation and give their recommendation to the Board of County Commissioners. At this time Commissioners do not feel comfortable making a decision regarding the rezoning Parcel 27384 from Residential (R) to General Business-Conditional District (GB-CD) without a consensus from both of those boards.

### **REGULAR AGENDA**

#### **INDOOR SPORTS COMPLEX PARTNERSHIP**

Chairman Holbrook recognized Willie Green, President/CEO of 5-Star Athlete, Inc who presented the Indoor Sports Complex Partnership proposal. Mr. Green began this project in 2014 while completing his Master's Degree in Sports Administration from Ohio State University. After graduating from the Sports Administration program, Mr. Green developed the Carolina Athletic Sports Academy (C.A.S.A) which is currently operating at 341 Hudson Street in Shelby and has an average of 60 - 70 student athletes attending the training program each week. The need for a local travel ball facility is prevalent in Cleveland County. Mr. Green presented research from the Rocky Mount travel ball tournaments that were held over a 12-week span during 2006/2007. The economic impact to that area was 2.2 million dollars. Time Magazine reported in August 2017 the United States youth- sports economy, which includes everything from travel to private coaching, is now a \$15.3 billion market.

Several goals for C.A.S.A is to provide a local site for student-athletes to train and provide a place to host travel ball tournaments which in turn will help boost economic development in Cleveland County. The proposed indoor facility will have basketball courts that can convert into volleyball courts, indoor turf field, weight room, pitching/hitting cages, and an infield diamond. C.A.S.A will be able to hold tournaments for basketball, volleyball, gymnastics, martial arts, cheerleading, and dance. Mr. Green introduced Bradley Keller who was a former student of Crest High School and was drafted right after High School to play for the Atlanta Braves. Mr. Keller spoke to the Board about the importance for student athletes to receive the proper training and conditioning to excel in their sport and possibly get recruited for college and pro-ball. Mr. Green is working on several proposals with the Major League Baseball (MLB) and the National Football League (NFL) to secure grant monies and partnerships for the sports complex.

In conclusion, Mr. Green asked the Board for consideration of entering a public/private partnership for the 2018/2019 fiscal year. In one option Cleveland County will receive part or all of a marketable community asset, release from obligation to manage said asset, inventory of time during which parks and recreation and/or the School District can access portions of the facility and easement to property for local, county, and state development. Another option will give Cleveland County a marketable community asset, release from obligation to manage said asset and a flat-fee annual payout or a percent of operating profit. Mr. Green thanked the Board for allowing him to present and looks forward to further conversations that may lead to a possible partnership that will

help the local youth and bring tremendous growth to Cleveland County's economic development. Chairman Holbrook opened the floor to the Board for questions or comments. Commissioner Hutchins advised some time ago Commissioner Willie McIntosh was involved with a sports program and Upper Cleveland Sports Authority has funds and property available. He asked if Mr. Green has reached out to them for a partnership. Mr. Green stated he has spoken with Mr. McIntosh and advised it would be very difficult to build a sports complex in that location and get the same success results if it were built in a more central location like Shelby.

Commissioner Hutchins also suggested Mr. Green reach out to Steve Padgett, Director of the Small Business Center and the Certified Entrepreneurial Community Program. Mr. Padgett is a wealth of knowledge and provides guidance for new private business owners. Commissioner Hutchins asked Brian Epley, County Manger, what other avenues were possible for Mr. Green and the sports complex. Mr. Epley assured the Board there have been several productive conversations between himself and Mr. Green regarding options that are available for Mr. Green. Mr. Epley stated Cleveland County has programs in place that encourage and support economic development. Moving forward, Mr. Epley and Mr. Green will continue to communicate and evaluate how the project grows and the County will be as helpful as possible. Attorney Tim Moore stated there are Part F grants (Parks and Recreation Trust Funds) available however it would depend on how the business is set up, non-profit or for-profit, as to what is available. Chairman Holbrook concluded by stating travel ball is one of the fastest growing economic development endeavors in the country. This is not a matter of if this is a valuable project, because it is; this is a matter of working out the details and legalities to accomplish the end goal.



### CLEVELAND COUNTY PROMOTES NEW BUSINESSES AND BUSINESS OWNERS

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- The Certified Entrepreneurial Community (CEC) program is an economic development strategy that equips communities to become entrepreneur-ready.
- Cleveland County, NC was awarded the CEC designation in December 2016. The team behind the CEC program continues to work ardently to grow and support entrepreneurial opportunity for the people of Cleveland County.

The logo for the Certified Entrepreneurial Community, featuring the words 'certified', 'entrepreneurial', and 'community' in a stacked, sans-serif font. To the right of the text is a stylized graphic of a house with a chimney.





## CITY OF SHELBY, NORTH CAROLINA 10-YEAR COMPREHENSIVE PARKS AND RECREATION MASTER PLAN, 2008 -2018

RESOLUTION NO. 56-2008 ADOPTED AND APPROVED 4<sup>TH</sup> AUGUST 2008

“ TO IMPLEMENT THE RECOMMENDATIONS CONTAINED IN THE COMPREHENSIVE MASTER PLAN, THE CITY OF SHELBY WILL MOST CERTAINLY HAVE TO EXPAND THEIR PARTNERSHIP AGREEMENTS WITH OTHER PUBLIC AGENCIES AND PRIVATE-SECTOR ORGANIZATIONS... PRIVATE-SECTOR PARTNERSHIPS CAN BE BENEFICIAL TO MUNICIPALITIES.”

“TYPES OF PARTNERSHIPS THAT THE CITY [ OF SHELBY] SHOULD CONSIDER IN ITS EFFORTS FOR THE IMPROVEMENT AND ADDITION OF PARKS AND RECREATIONAL FACILITIES:

- OPERATIONAL PARTNERSHIPS TO SHARE THE RESPONSIBILITY FOR PROVIDING PUBLIC ACCESS AND USE OF FACILITIES.
- DEVELOPMENT PARTNERSHIPS TO PURCHASE LAND AND/OR BUILD FACILITIES.”

(CITY OF SHELBY, MASTER PLAN, 2008-2018)

### NC MUNICIPALITIES PARK AND RECREATION MASTER PLANS

“ACCORDING THE ROCKY MOUNT, NORTH CAROLINA 2006-2007 ROCKY MOUNT SPORTS COMPLEX ECONOMIC IMPACT REPORT FOR MARCH 15TH TO JULY 1ST, THERE WAS AN OVERALL ECONOMIC IMPACT OF \$2,242,000.00 FROM TOURNAMENT EVENTS. THESE NUMBERS REFLECT A TOTAL NUMBER OF 12 TOURNAMENT WEEKENDS... THE DOLLAR AMOUNT WAS BASED ON \$40 A DAY SPENT FOR THE AVERAGE DAY TRIPPER AND \$100 A DAY SPENT BY THE AVERAGE OVER-NIGHT VISITOR.” (AVERAGES FROM RALEIGH SPORTS DATA, GREATER RALEIGH SPORTS COUNCIL 2007).

#### “THE ONE UP PARENT” RULE

“THE U.S. YOUTH- SPORTS ECONOMY – WHICH INCLUDES EVERYTHING FROM TRAVEL TO PRIVATE COACHING... IS NOW A \$15.3 BILLION MARKET.”  
 (“HOW KIDS’ SPORTS BECAME A \$15 BILLION INDUSTRY” TIME MAGAZINE, AUGUST 2017)



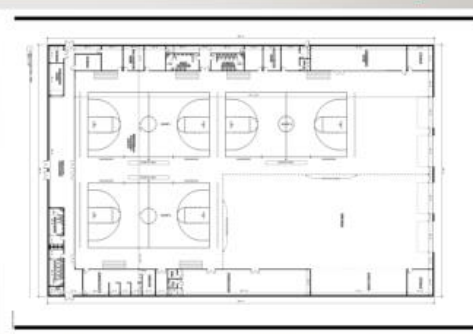
**CAROLINA  
ATHLETIC  
SPORTS  
ACADEMY**



## CAROLINA ATHLETIC SPORTS ACADEMY “C.A.S.A”

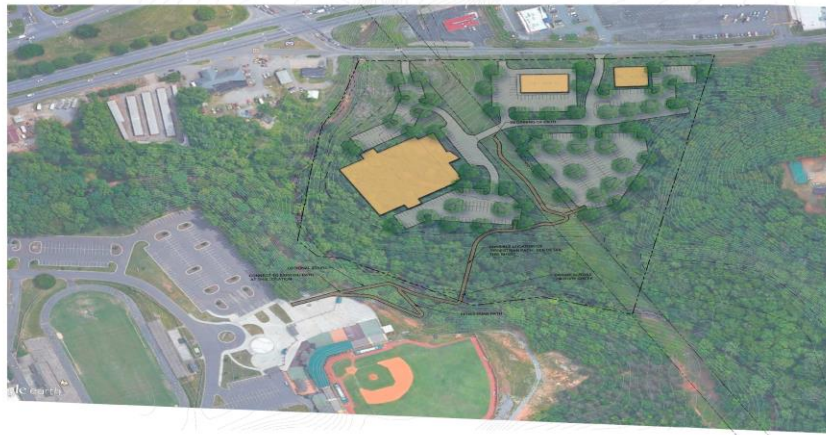


5 Star  
Athlete Inc.





## PROPOSED SITE



Carolina Elite Sports Academy  
Willie Green

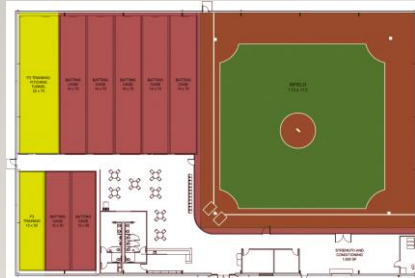
Concept Plan  
6.18.17



## HIGH LEVEL OVERVIEW

### Analyzed Indoor Facility

- 3 Basketball Courts/ 6 Volleyball Courts
- 50-yd Indoor Turf Field (Speed & Agility, Flag Football and Soccer)
- Baseball & Softball Pitching/Hitting Cages and Infield Diamond
- Weight room
- Lease Space
  - Sports Medicine & Physical Therapy (Possible Tenant)
- Flex/Administrative Spaces
  - Flex/Team Rooms/Offices
  - Concessions
- Indoor Tournament Events/Activities/Competition
  - Basketball, Volleyball, Gymnastics, Martial Arts, Cheerleading, & Dance.



## SPORT SPECIFIC TRAINING

5-Star Athlete sport and position specific training for student-athletes of all ages and skill levels for the sole purpose to achieving your goals. Our facility offers specific training in different sports and position.

- **Ages 7-11 (Elem):** 5-Star Athlete Rookie builds a foundation in coordination, athleticism, body-weight exercises and proper running technique in a positive environment.
- **Ages 12-14 (Middle):** 5-Star Athlete. Developmental curriculum focuses on progressing athletic movement with introduction of speed mechanics, weight lifting and spotting.
- **Ages 15-18 (High):** 5-Star Athlete Prep curriculum is designed to develop strength, power, speed and agility using Olympic lifts and advanced speed dynamics, mirroring a Division I collegiate program.
- **5-Star Athlete Boot Camp** is a program for men and women that provides athletic-based training with accountability, direction and encouragement. Our hour-long training sessions include total body training, strength and resistance exercises, core work, balance training and obstacle courses to get you into shape. 5-Star Athlete Boot Camp also consists of nutritional advice, so you get the most out of your training.



## ANNUAL SPORTS TOURNAMENTS



| Tournaments | Volleyball | Gymnastics | Basketball | Other     | Weekend Leagues |
|-------------|------------|------------|------------|-----------|-----------------|
| January     | January    | January    | January    | January   | January         |
| February    | February   | February   | February   | February  | February        |
| March       | March      | March      | March      | March     |                 |
| April       | April      | April      | April      | April     |                 |
| May         | May        | May        | May        | May       |                 |
| June        | June       | June       | June       | June      |                 |
| July        | July       | July       | July       | July      |                 |
| August      | August     | August     | August     | August    | August          |
| September   |            | September  |            | September | September       |
| October     |            | October    |            | October   | October         |
| November    |            | November   |            | November  | November        |
| December    |            | December   |            | December  | December        |



# C.A.S.A: IS ABOUT HELPING THE ENTIRE COMMUNITY TAKE ITS' GAME TO THE NEXT LEVEL WITH PARTNERSHIPS AND PROGRAMS

## Economic Impact



## Partnerships



## 2 OPTIONS FOR A PUBLIC PRIVATE PARTNERSHIP



### PUBLIC/PRIVATE PARTNERSHIP OPTION 1

#### Cleveland County receives some or all of:

- A marketable community asset.
- Release from obligation to manage said asset.
- Inventory of time during which Parks & Rec and/or School District can access portions of the facility.
- Easement to property for local, county, and state development (i.e. access to Shelby HS and/or continuation of the NC Thread Trail for hiking, jogging and biking)

#### 5-Star Athlete or its' affiliates receives some or all of:

- Property tax abatement for specified period of time.
- Financial support for site work (e.g. clearing, rough grading, paving, accessibility improvements, etc.).
- Financial support for development process (e.g. fast-track planning and zoning, traffic studies, storm water management studies, etc.).
- Financial contribution for construction.
- Ongoing financial contribution for annual operations.



### PUBLIC/PRIVATE PARTNERSHIP OPTION 2

#### Cleveland County receives some or all of:

- A marketable community asset.
- Release from obligation to manage said asset.
- A flat-fee annual payout or a percent of operating profit.

#### 5-Star Athlete, Inc. or its' affiliates receives:

- Completed facility.
- Property tax abatement and/or other financial benefits.
- Operating profits less any amount paid to Cleveland County.



**LAWNDALE INTER-LOCAL AGREEMENT**

Chairman Holbrook called Chris Martin, Senior Planner for Cleveland County, to the podium to present the Lawndale Inter-Local Agreement. The Town of Lawndale has adopted the Cleveland County Development Code and requests to have the County’s Planning Department administer the ordinance within the town’s jurisdiction. In December 2017, Lawndale adopted the Cleveland County Development Code and would like to have the County administer the ordinance inside the town limits. Staff has attended several town meetings since August 2017 to present information regarding the development code and administration procedures. As with other towns, Lawndale will retain the authority to hold public hearings to amend the zoning map and appoint a Board of Adjustment to hear appeals, variances, and/or conditional use permit requests. The Town of Lawndale currently has agreements with the County to administer the minimum housing code and the floodplain code within its limits. One of the priorities of the Land Use Plan is to “facilitate coordination of enforcement with permitting and inspections” with cities and towns. The Planning Department has worked with many of the towns in the County in the past to provide these services and have created positive relationships through the process.



**What services are we currently offering for Lawndale?**

- MINIMUM HOUSING
- FLOODPLAIN ORDINANCE

**Additional Services**

County Zoning

- GROVER
- BELWOOD
- EARL
- MOORESBORO

**Development Standards**

- GROVER
- BELWOOD
- EARL
- MOORESBORO
- FALLSTON
- LATTIMORE
- POLKVILLE

## FLOODPLAIN ORDINANCE

- GROVER
- BELWOOD
- EARL
- MOORESBORO
- FALLSTON
- LATTIMORE
- POLKVILLE
- LAWNDALE
- WACO

## MINIMUM HOUSING

- LAWNDALE



## Resources

- The Cleveland County Unified Development Code, Ch. 12
- The Cleveland County Land Use Plan
- The Table of Permitted Uses
- Planning & Zoning: 704-484-4979
- Building Inspections: 704-484-4779

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, ***approve the Lawndale Inter-Local Agreement.***

## Resolution and Intergovernmental Agreement

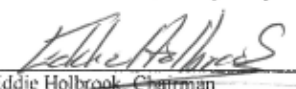
Inter-local Agreement Between Cleveland County and the Town of Lawndale.

This resolution/agreement, made and entered into this the 14<sup>th</sup> day of December, 2017, by and between the Town of Lawndale, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and Cleveland County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;


WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statutes 160A-461, hereby covenant and agree as follows:


1. That the TOWN hereby contracts with the COUNTY to use the services of the Planning Department of the COUNTY to administer the Chapter 12 of the Cleveland County Code within the corporate limits of the TOWN.
2. That Chapter 12 of the Cleveland County Code and any amendments thereto are hereby adopted by the TOWN, through execution of this Resolution, as well as by this Inter-local Agreement, and the same shall apply within the corporate limits of the TOWN.
3. That the services of the Cleveland County Planning Department shall be performed at no cost to the TOWN. However, should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Cleveland County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject matter of this Agreement.
4. That all fees and charges associated with administering Chapter 12 of the Cleveland County Code as adopted by the Board of County Commissioners, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.
5. That the Cleveland County Planning Department will use every effort to enforce Chapter 12 of the Cleveland County Code, except that if any civil or criminal action becomes necessary, the TOWN shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from the Cleveland County Planning Department of such violations.
6. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
7. This Agreement may only be modified in writing and executed by both parties.
8. This Inter-local Agreement shall become effective upon adoption by both parties.

IN WITNESS WHEREOF, the Town of Lawndale has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Cleveland County has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk and its Official Seal to be hereunto affixed, the day and year first above written.

  
Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners

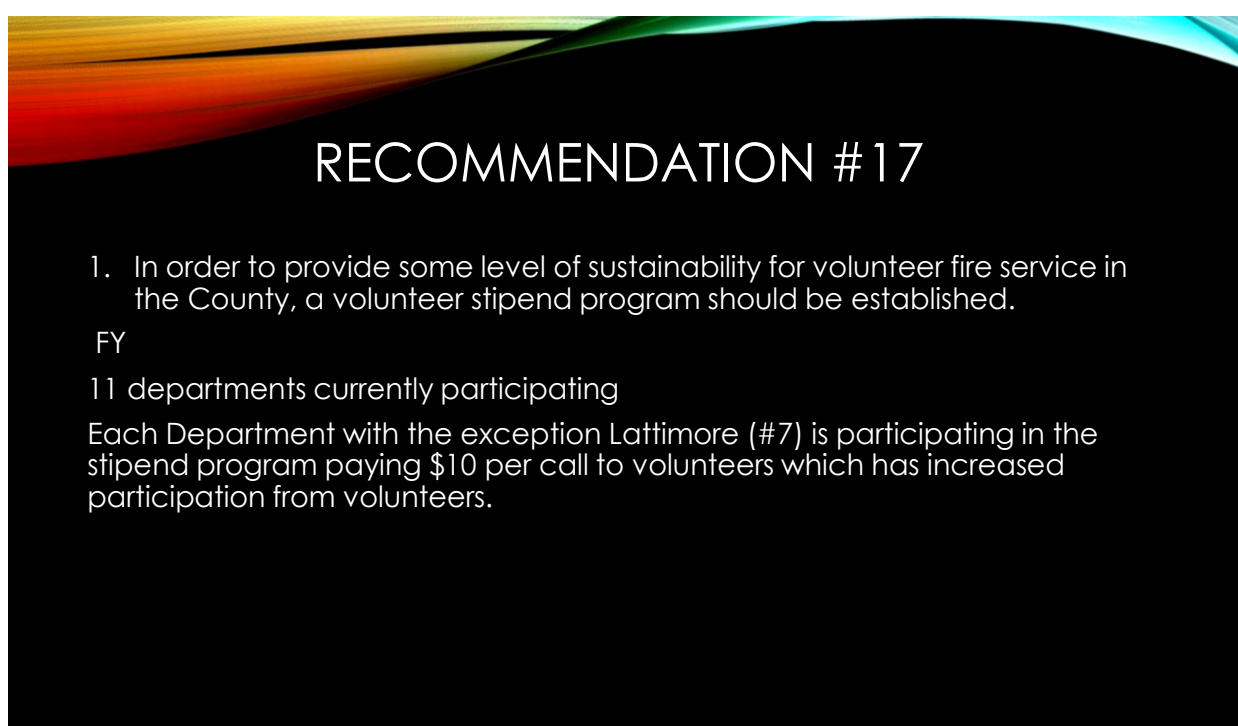
Attest:   
Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners

  
Rick Garver, Mayor  
Town of Lawndale

Attest:   
Edna Green, Clerk  
Town of Lawndale

**VOLUNTEER FIRE DEPARTMENT STRATEGIC PLAN UPDATE**

Chairman Holbrook recognized Perry Davis, Emergency Management Director/Fire Marshall for Cleveland County to present the Volunteer Fire Department Strategic Plan update. The 2016 Fire Service Strategic plan identified 18 recommendations to strengthen the county fire service noting recommendations 17 and 18 addressed the need for stipends and part time paid staff. In the 2017-2018 Budget Fiscal Year, the Board increased funding to county fire departments to allow appropriations to fund a paid part time employment program along with a paid per call stipend program for volunteers. Each department, with the exception of Lattimore, has instituted a program to allow for two firefighters on duty each weekday and paid stipends to all volunteers at \$10 per call. This program has been well received by all departments that are participating and currently an increase in participation is being reported by many departments. Daytime response times have been nearly cut in half which will result in better ISO ratings for each department during their next rating inspections, equipment is being better maintained as well as station upkeep has dramatically improved for all departments. In closing, Mr. Davis thank the Board for their continued support of the Volunteer Fire Department Strategic Plan.



## RECOMMENDATION #18

- The transition of fully volunteer fire departments to combination departments is one of the most prevalent changes occurring in the fire service at both the state and national levels. The declining number of people willing to volunteer as firefighters coupled with the increased demand for calls for service and the increasing safety risks of being firefighters has promoted this changeover.
- All 10 County Service District Departments are providing two paid weekday staff reports from each department response times have been cut in half average response is now 4 minutes for these departments.
- Rippy Fire (#3 VFD) is providing one daytime firefighter currently with plans to add more in the future.
- Lattimore will add paid staff at a later date

## EVALUATION

Rural fire commission will conduct inspections of the departments March 17.

Departments will evaluate their programs after one year has been completed and report back the results of the evaluation at that time

## THANK YOU BOARD!

- On behalf of the fire service, thank you for your continued support of the strategic plan through additional funding that has been received in the past, without your continued support our continued service delivery would not be possible.

## QUESTIONS ???



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

Chairman Holbrook announced action was taken during the Closed Session. Commissioners discussed the Opioid Epidemic and the multiple effects on Cleveland County. Commissioners believe it is in the best interest of the County to pursue claims against certain opioid manufacturers. The Board engaged the services of the attorneys listed on the letter to represent the County in joining the Opioid Litigation.

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Allen, and unanimously adopted by the Board to, *authorize and agree to adopt the proposed Resolution and execute the Engagement Letter.*

 "Cleveland County Grows Greater"

**Resolution**

Number 03-2018

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLEVELAND COUNTY, NORTH CAROLINA**

**WHEREAS,** Cleveland County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

**WHEREAS,** issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in North Carolina and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

**WHEREAS,** the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

**WHEREAS,** the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

**WHEREAS,** certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

**WHEREAS,** County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

**WHEREAS,** County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

**WHEREAS,** County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and



**WHEREAS,** all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

**WHEREAS,** County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

**WHEREAS,** County desires to be represented by legal counsel to pursue legal claims against certain opioid manufacturers and desires to be represented by the following team of law firms: Dickinson LLC, Simmons Hanly Conroy LLC, von Briesen & Roper, s.c., and Davis Schweizer, PLLC (the "Law Firms"); and

**WHEREAS,** County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

**WHEREAS,** the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

**WHEREAS,** all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

**WHEREAS,** the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution ("Engagement Letter") specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

**WHEREAS,** County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms; and

**WHEREAS,** County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside North Carolina in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

**WHEREAS,** by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.



**NOW, THEREFORE, BE IT RESOLVED:**

County authorizes, and agrees to be bound by, the Engagement Letter and hereby directs the appropriate officer of the County to execute the Engagement Letter on behalf of the County; and

**BE IT FURTHER RESOLVED:**

County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

The County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Law Firms at Erin Dickinson, Crueger Dickinson LLC, 4532 North Oakland Avenue, Whitefish Bay, Wisconsin 53211 with a copy to Davis Schweizer, PLLC, 615 Oberlin Road, Suite 100, Raleigh, North Carolina 27605

Adopted this the 6th day of February 2018.

  
Eddie Holbrook, Chairman

  
Susan Allen, Vice-Chairman

  
Johnny Hutchins, Commissioner

  
J. Ronnie Whetstone, Commissioner

  
Douglas Bridges, Commissioner



**ENGAGEMENT LETTER**



February 5, 2018

VIA EMAIL

CLEVELAND COUNTY, NORTH CAROLINA

RE: *Engagement of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper, s.c. as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Cleveland County:

The purpose of this letter ("Engagement Letter") is to set out in writing the terms and conditions upon which the law firms of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, von Briesen & Roper, s.c., and Davis Schweizer, PLLC (collectively "Counsel") will provide legal services to Cleveland County, North Carolina ("County") in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc. (collectively "Opioid Manufacturers"). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

**SCOPE OF SERVICES**

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers ("Lawsuit") upon the terms and conditions set forth herein.

**RESPONSIBILITIES**

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County's inquiries. County understands and agrees that all fees paid to Counsel shall be as set forth in this Engagement Letter. County agrees to cooperate with Counsel in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel in relation to the Lawsuit.

The following additional terms apply to the relationship between County and Counsel:

- A. Counsel shall remain sufficiently aware of the performance of one another and the performance to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Counsel shall be available to County regarding any concerns on the part of County relating to the performance of Counsel. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel have agreed in writing as to the appropriate split of attorney fees and expenses. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

| Firm Name                 | Percentage of Fees if Successful |
|---------------------------|----------------------------------|
| von Briesen & Roper, s.c. | 10%                              |
| Crueger Dickinson LLC     | 40%                              |
| Simmons Hanly Conroy LLC  | 40%                              |
| Davis Schweizer, PLLC     | 10%                              |

The split of attorneys' fees between Counsel may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel will all be considered attorneys for County. As such, each and all of Counsel will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

**ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in North Carolina and elsewhere. Counsel believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel represent in a Lawsuit. Counsel do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel, Counsel owe equal duties of loyalty and communication to each client. As such, Counsel must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel are unaware of any facts or circumstances that would prohibit Counsel from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.

#### FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

##### A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel agree to advance all costs and expenses of Counsel, and the Lawsuit associated with

nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel's advice on a material matter, or any fact or circumstance that would, in the view of Counsel, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

#### SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel. County understands settlements are a "compromise" of its claim(s), and that Counsel's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel's fee shall include its contingent portion of those future or structured payments.

#### NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel will use their skill, diligence, and experience to diligently pursue the Lawsuit.

#### LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

#### COMMUNICATION BY E-MAIL

Counsel primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel, and that amount shall be remitted to Counsel. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel, County shall not be required to pay Counsel and any more than the sum of the full Recovery.

##### B. Nature of Contingent Fee

No monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel. In such an event, neither party shall have any further rights against the other.

##### C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel from such proceeds. Counsel are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

#### TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the

#### FILE RETENTION AND DESTRUCTION

In accordance with Counsel's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel will destroy records without further notice to County, unless County otherwise notifies in writing.

#### MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State or Federal Court in North Carolina.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

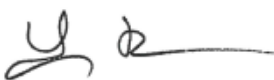
The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

#### CONCLUSION

Counsel are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

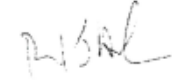
Very truly yours,

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC



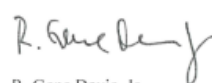
Paul J. Hanly

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

DAVIS SCHWEIZER, PLLC



R. Gene Davis, Jr.

CLEVELAND COUNTY agrees to retain the services of Counsel all upon the terms and conditions specified above.

By: 

Title: *Cleveland County Commissioner - Chair*

Date: *2-7-18*

### **COMMISSIONER REPORTS**

**Commissioner Whetstine** – toured the NTE facility and has been working with the Clerk to the Board to set up a tour for the Board to attend. He has also been approached by the Life Enrichment Center located in Kings Mountain and by some members of the Kings Mountain City Council who have requested to present information to the Board on the new program at the center.

### **RECESS TO RECONVENE**

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to recess to reconvene*. The next meeting of the Commission is scheduled for ***Thursday, February 8, 2018 at 1:00 p.m. at the LeGrand Center located at 1800 E. Marion St, Shelby for a Commissioners Work Session.***

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*Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners*

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