

Cleveland County Board of Commissioners
April 16, 2019

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

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

ABSENT: Susan Allen, Chairman

CALL TO ORDER

Vice-Chairman Whetstine called the meeting to order, provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

SPECIAL RECOGNITION

CLEVELAND COUNTY SAFETY AWARDS

The North Carolina Department of Labor Safety Awards Program recognizes private firms and public agencies throughout the state that achieve and maintain outstanding safety records. The program is designed to stimulate interest in accident prevention and to promote safety in the workplace by providing an incentive to employers and employees to maintain a safe and healthful workplace. Cleveland County was recognized in four separate safety categories. The Commissioners gave congratulations and presented the following achievement awards:

- Certificate of Safety Achievement – 2nd Consecutive Year Other Employees
- Certificate of Safety Achievement – 3rd Consecutive Year Gold Cleveland County Administration
- Certificate of Safety Achievement – 3rd Consecutive Year Gold Cleveland County Finance/Tax
- Certificate of Safety Achievement – 3rd Consecutive Year Gold Cleveland County Health Department

SPECIAL PRESENTATION

PROCLAMATION OF SUPPORT FOR SLOGAN PANEL SIGNS

Vice-Chairman Whetstine called John Barrett, Waco Town Mayor, to the podium to present a proclamation supporting the Town of Waco in asking the North Carolina Department of Transportation to research and price an optional slogan panel sign to read “Home of Floyd Patterson World Heavyweight Boxing Champion” to the Waco Town Limit’s signs at the Waco Town Limit Boundaries. Mayor Barrett spoke about Mr. Patterson’s life and the impact he had in the sport of boxing.



Proclamation Number 08-2019

Support for Slogan Panel Signs in the Town of Waco

Whereas, Floyd Patterson was born on January 4, 1935 in the Town of Waco, North Carolina to Thomas and Annabelle Patterson. Born in poverty, Patterson wanted to rise above the hardships he had faced growing up; and

Whereas, Floyd Patterson began boxing while at a reform school, and had developed a unique style catching many opponents off guard and won the New York Golden Gloves title in both 1951 and 1952; and

Whereas, at the age of seventeen, Floyd Patterson made international headlines when he won the middleweight boxing Gold Medal in Helsinki, Finland, at the 1952 Olympics and three years later on November 30, 1956, winning the world title and at the age of 21, he became the youngest world heavyweight boxing champion; and

Whereas, Floyd Patterson retired from boxing in 1972 at the age of thirty-seven with a professional record of 55-8-1 and 40 knockouts. After stepping out of the ring, he continued his involvement in the sport and established an amateur boxing club. He was also appointed as the New York State Athletic Commissioner in 1995 and served in that position until 1998. Floyd Patterson died on May 11, 2006 and is admired for his idyllic sportsmanship and is considered an exemplary role model;

Now, Therefore, Be It Resolved; the Cleveland County Board of Commissioners does hereby support the Town of Waco’s request to the North Carolina Department of Transportation Division of Highways to add the slogan panel sign "Home of Floyd Patterson World Heavyweight Boxing Champion" to the Waco City Limit's signs at the Waco City Limit Boundary's.

Adopted this the 16th day April, 2019.

 Susan Allen, Chairman	 J. Ronnie Whetstine, Vice-Chairman
 Johnny Hutchins, Commissioner	 Douglas Bridges, Commissioner
 Deb Hardin, Commissioner	

NATIONAL MEDICAL LABORATORY PROFESSIONALS WEEK 2019

Vice-Chairman Whetstine recognized Alisa Leonard, Nursing Director at the Health Department, to speak about National Medical Laboratory Professionals Week 2019. Ms. Leonard thanked the Board for the recognition and updated them on the recent scoring inspections for the medical laboratory.



Proclamation

Number 07-2019

National Medical Laboratory Professionals Week 2019

Whereas, National Medical Laboratory Professionals Week is an annual celebration of the medical laboratory professionals and pathologists who play a vital role in every aspect of health care; and

Whereas, more than 10 billion laboratory tests are performed in the United States each year and 12,200 new laboratory professionals will be needed annually to meet the growing need of the world's population; and

Whereas, Medical Laboratory teams are the cornerstone of accurate diagnoses for patients, with test results comprise approximately 70% of a patient's medical record; whether it is a routine blood donation, health screenings or medical diagnosis – medical laboratory professionals care for patients in small communities and metropolitan areas across the nation; and

Whereas, the Cleveland County Health Department is celebrating laboratory's professionals' contribution to patient care and recognizes the proactive, collaborative role laboratory professionals play in advancing patient care; and

Whereas, using state-of-the-art technology and instrumentation, Cleveland County laboratory professionals perform and supervise tests that lead to the detection of potential health problems; the sooner a disease is caught, the likelihood increases for a positive outcome; and

Now Therefore Be It Resolved the Cleveland County Board of Commissioners hereby proclaims the Week of April 21 – 27, 2019 as National Medical Laboratory Professionals Week in Cleveland County, and urge all citizens to participate wholeheartedly in its observance.

Adopted this the 16th day April, 2019.


Susan Allen, Chair


J. Ronnie Whetstine, Vice-Chairman


Jonny Hutchins, Commissioner


Douglas Bridges, Commissioner


Deb Hardin, Commissioner



CITIZEN RECOGNITION

Diane Jenkins, 1907 Beamon Street, Shelby – spoke in opposition of the proposed casino. She feels the casino will not benefit the county in a positive way and commented on the lack of workforce already in Cleveland County, the socio-economic impact and the possibility of increased crime in the community.

Ricky Spencer, 108 Willow Court Drive, Kings Mountain – spoke in opposition of the proposed casino. Mr. Spencer expressed his religious views regarding the casino and echoed Ms. Jenkins statements regarding the negative socio-economic impact the casino could have in the surrounding areas.

Scott Whitney, 504 Crescent Hill Road, Kings Mountain – spoke in opposition of the proposed casino. He supports the continued work of the Commissioners but does not support the casino and urged the Board to give up their support of it as well. Mr. Whitney reverberated the possible damaging affects the casino could have on the citizens of Cleveland County.

Thomas Wells, 119 Margaret Little Drive, Kings Mountain – spoke in opposition of the proposed casino. Mr. Wells stated he appreciates the what the commissioners have done in the community, but disagrees with the casino. He spoke of his personal experiences regarding casinos and their negative impacts on people and the local communities.

CONSENT AGENDA

TAX COLLECTOR'S MONTHLY REPORT

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

TOTAL TAXES COLLECTED MARCH 2019			
YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2018	\$1,119,375.02	\$0.00	\$1,119,375.02
2017	\$60,914.60	\$0.00	\$60,914.60
2016	\$18,859.17	\$0.00	\$18,859.17
2015	\$6,686.39	\$0.00	\$6,686.39
2014	\$14,421.77	\$0.00	\$14,421.77
2013	\$2,154.23	\$0.00	\$2,154.23
2012	\$1,636.59	\$626.45	\$2,263.04
2011	\$835.57	\$759.11	\$1,594.68
2010	\$361.14	\$686.80	\$1,047.94
2009	\$571.45	\$217.30	\$788.75
2008	\$0.00	\$243.62	\$243.62
TOTALS			
	\$1,225,815.93	\$2,533.28	\$1,228,349.21
DISCOUNT	\$0.00		
INTEREST	\$69,170.56	\$1,831.79	\$0.00
TOLERANCE	(\$21.78)	(\$15.01)	
ADVERTISING	\$2,738.33	\$1,337.77	
GARNISHMEN	\$11,171.17		
NSF/ATTY	\$171.45		
LEGAL FEES	\$3,071.48		
TOTALS			
	\$1,312,117.14	\$5,687.83	\$1,317,804.97
MISC FEE	\$0.00	\$0.00	
TAXES COLL	\$1,312,117.14	\$5,687.83	\$1,317,804.97
DEF	\$28,043.67	\$28,526.12	\$0.00
DISC	(\$116.63)	\$1,340,643.26	\$5,687.83
TOL	\$0.00		
INT	\$599.08		
TOTAL TAXES UNCOLLECTED MARCH 2019			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$2,554,756.14	\$0.00	\$2,554,756.14
2017	\$685,038.90	\$0.00	\$685,038.90
2016	\$369,215.15	\$0.00	\$369,215.15
2015	\$274,577.12	\$0.00	\$274,577.12
2014	\$225,167.08	\$0.00	\$225,167.08
2013	\$139,454.30	\$65,280.77	\$204,735.07
2012	\$104,413.99	\$74,113.51	\$178,527.50
2011	\$77,629.36	\$56,071.91	\$133,701.27
2010	\$70,262.57	\$53,286.13	\$123,548.70
2009	\$70,443.72	\$50,393.97	\$120,837.69
2008	(\$0.00)	\$0.00	(\$0.00)
TOTALS			
	\$4,570,958.33	\$299,146.29	\$4,870,104.62
DEF REV	\$40,771.56	\$0.00	\$40,771.56
TOTAL UNCOLLECTED	\$4,611,729.89	\$299,146.29	\$4,910,876.18

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *March 2019*. The monthly grand total of tax abatements was listed as (\$2,141.59) and monthly grand total for tax supplements was listed as \$34,056.04.

BOARD OF ELECTIONS: BUDGET AMENDMENT (BNA #034)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.418.4.340.00		Board of Elections/State-Other Revenues	\$1,795.00	
010.418.5.910.00		Board of Elections/Capital Equipment	\$1,795.00	

Explanation of Revisions: Budget allocation for \$1,795 from State BOE that will be reimbursed for the purchase of the ID Card Printer.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #035)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.536.4.350.36		APP/State Govt Grants	\$6,920.00	
012.536.5.210.00		APP/Supplies	\$3,170.00	
012.536.5.490.00		APP/Professional Services	\$3,750.00	

Explanation of Revisions: Budget allocation for \$6,920 in additional funds from State Grants for the Adolescent Pregnancy Program which will be used for professional services and supplies.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #036)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.541.4.350.00		Env Health/State Govt Grants	\$27,160.00	
012.541.5.121.00		Env Health/Salaries	\$15,160.00	
012.541.5.210.00		Env Health/Supplies	\$1,250.00	
012.541.5.910.00		Env Health/Equipment	\$10,750.00	

Explanation of Revisions: Budget request for \$27,160 for DHHS Summer Food Service Program funds. The NC Department of Health & Human Services Environmental Health Section has allocated these funds to Cleveland County for food and lodging activities. These funds are distributed based on the percentage of required inspections completed in three quarters of the previous fiscal year. Cleveland County had a 100% inspection rate. Environmental Health is requesting to budget these funds for operating and personnel expenses incurred in the Food and Lodging Program.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #037)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.4.810.00		Adm/Donations	\$1,647.00	
012.530.5.790.00		Adm/Donations	\$1,647.00	

Explanation of Revisions: Budget allocation for \$1,647 in additional funds donated from Alliance for Health for the purchase of a laptop.

EMERGENCY MANAGEMENT: BUDGET AMENDMENT (BNA #038)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.445.5.310.00		Emergency Mgmt/Federal Govt Grants	\$17,899.00	
010.445.5.210.00		Emergency Mgmt/Departmental Supplies	\$17,899.00	

Explanation of Revisions: Budget allocation for \$17,899 in additional funds for Emergency Management Performance Grant (EMPG) received from NC Department of Public Safety for the enhancement of Emergency Management Programs. Cleveland County received the maximum amount for completion of all objectives. Funds received will cover the purchase of classroom furniture.

EMERGENCY MEDICAL SERVICES: BUDGET AMENDMENT (BNA #039)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.437.4.310.00		Public Safety Grants/Federal Govt Grants	\$6,550.00	
010.437.5.211.00		Public Safety Grants/Controlled Property Exp	\$1,550.00	
012.536.5.490.00		Public Safety Grants/Capital Equipment	\$5,000.00	

Explanation of Revisions: Budget allocation for \$6,550 in additional grant funds awarded from Metrolina Healthcare Preparedness Coalition for the purchase of pallet jack, 20-gallon transfer fuel tank, 50-gallon transfer fuel tank and (2) meter VEE lines. This is an amendment to the agreement budgeted on BNA #015 that was approved at the November 6, 2018 Commissioners meeting.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #040)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.539.4.310.39		FP/Federal Grants - HMHC	\$8,727.00	
012.536.5.210.00		FP/Professional Services	\$7,260.00	
012.536.5.490.00		FP/Dues-Subscriptions	\$1,467.00	

Explanation of Revisions: Budget allocation for \$8,727 in additional funding from the Division of Public Health for Healthy Mothers. \$1,467 will be used to subscribe 3 providers the up to date app and \$7,260 will be used for the lab processing fees.

ENVIROMENTAL HEALTH: HABITAT FOR HUMANITY FEE WAIVER

Habitat for Humanity has requested the continued support and partnership with the Cleveland County Solid Waste program. Typically, Habitat for Humanity has one to two construction projects per year. For each construction project Republic Service provides a container and hauling to the agency for construction and demolition debris. Given the public health significance of handling the construction and demolition waste properly tipping fees have been waived for disposal in prior years. Protecting the public's health is a primary purpose of the Cleveland County Health Department's mission. Providing the resource for proper management and disposal of the waste will continue to significantly reduce health risks posed to the public. Additionally, this resource will promote adherence to solid waste ordinance, while maintaining a positive working relationship with Habitat for Humanity.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, ***to approve the Habitat for Humanity Fee Waiver.***

CANCELLATION OF DEED OF TRUST: BARBARA PRINE

In 2012, the County, by and through the Community Development Program, agreed to provide Barbara Prine up to the initial sum of \$58,085.00 to renovate and upgrade her home located at 117 Fulton Street, King Mountain, North Carolina and a deed of trust was executed. Ms. Prine did retain ownership of the property but has since passed away. The Deed of Trust needs to be cancelled.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, ***approve the Cancellation of the Deed of Trust for Barbara Prine.***

SATISFACTION OF SECURITY INSTRUMENT
N.C.G.S. § 45-36.10; N.C.G.S. § 45-37(a)(7)

STATE OF NORTH CAROLINA – COUNTY OF CLEVELAND

The undersigned is the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust

Original Grantors: Barbara Prine

Security Party: County of Cleveland

Recording Data: The security instrument is recorded in Book 1634 at page 1604 in the office of the Register of Deeds for Cleveland County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument.

This 16 day of April, 2019.

Cleveland County
By and through its Board of Commissioners

By: Susan K. Allen
Susan K. Allen, Chair

ATTEST:

Phyllis Nowlen
Phyllis Nowlen, Clerk to the Board

STATE OF NORTH CAROLINA - COUNTY OF CLEVELAND

I, Velda A. Curcio, Notary Public, certify that Susan K. Allen personally came before me this day and acknowledged that she is the chair of the Cleveland County Board of Commissioners and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Chair person.

Witness my hand and official seal, this 16 day of April, 2019.

My Commission Expires: 6-20-20

Velda A. Curcio
Notary Public

CONTINGENCY FUNDS CRICKET LANE

The county received a request for \$167,000 in North Carolina Department of Transportation (NCDOT) contingency funds from the North Carolina House of Representatives and the Senate to bring Cricket Lane (a private road) up to minimum unpaved standards for inclusion into the state-maintained network. Cricket Lane was established pre-1975 and is eligible for contingency funds. The total project cost is \$334,000.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, ***approve the \$167,000 in contingency funds for Cricket Lane.***



Resolution

Number 09-2019

In Support of Bringing Cricket Lane up to NCDOT Maintenance Standards

Whereas, Cricket Lane is an unpaved road, built prior to 1975, off of Lovelace Road near Kings Mountain, North Carolina; and

Whereas, residents of Cricket Lane have requested their road be accepted as part of the NCDOT maintenance system; and

Whereas, in order to be a state-maintained road, Cricket Lane must meet the minimum NCDOT standards for unpaved roads including- must be a minimum of 18 feet wide with 4 inches of ABC Stone base along with proper drainage and graded shoulders that provide adequate clear zone recovery; and

Whereas, the estimated cost to bring Cricket Lane up to NCDOT standards for unpaved roads is \$334,000; and

Whereas, because Cricket Lane was built prior to 1975, this project would be eligible for House and Senate Contingency funds; and

Now, Therefore, Be It Resolved, that the Cleveland County Board of Commissioners respectfully requests \$167,000 from the North Carolina Office of the Speaker of the House, Tim Moore, and \$167,000 from the Office of the President Pro Tem of the Senate, Phil Berger, to assist this project.

Adopted this the 16th day of April, 2019.

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

ATTEST:


Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners



PUBLIC HEARINGS

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR PROJECT CHOICE

Vice-Chairman Whetstine called Brian Epley, County Manager, to the podium to present the Economic Development Incentive Agreement for Project Choice. Project Choice is an existing industry considering expansion in Cleveland County amongst other locations. For the county to be as competitive as possible, staff seeks direction from the Board to facilitate an incentive package for this company. The proposal from Project Choice includes 403 new jobs with an average salary of \$43,294. This is the largest diverse number of jobs announcement to date in Cleveland County and the salary is 10% higher than the average median income in Cleveland County. The initial investment is \$59 million dollars over a five-year period which equals \$336,000 of additional county revenue. If approved, this incentive package will keep Cleveland County competitive. The County is wanting to offer to Project Choice a four year - 25% tax incentive, additionally \$150,000 paid to the company to assist them with grading costs. The company will be located in the Foothills Commerce Center on Washburn Switch Road in Shelby.

Vice-Chairman Whetstine opened the Public Hearing at 6:41 pm for anyone wanting to speak for or against the Economic Development Incentive Agreement for Project Choice. (*Legal Notice was published in the Shelby Star on Friday, March 22, 2019*).

Dr. Jason Hurst, Cleveland Community College President, 137 S. Post Rd., Shelby – spoke in favor of the incentive package for Project Choice. Dr. Hurst has worked in different areas of economic development for the past twenty-five years and complimented the Board and staff with the partnerships created to continually expand economic development in the county. One of Dr. Hurst’s top priority is work force development. The college currently has programs designed to train students to fill the diverse range of jobs being offered for this company. He sees no downside to approving the proposed incentive package to Project Choice. This is a great opportunity for the Community College to partner directly with the company and provide training and workforce for them. In closing, Dr. Hurst reiterated the positive opportunities and economic growth Cleveland County can offer if this incentive package is approved.

Hearing no further comments, Vice-Chairman Whetstine closed the Public Hearing at 6:44 pm.

Vice-Chairman Whetstine opened the floor to the Board for questions and discussion. Commissioner Hutchins stated Project Choice is a great opportunity for the community in many different aspects which include workforce growth, above average salaries and a partnership with the college. Commissioner Bridges echoed the same comments as Commissioner Hutchins.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and adopted by the Board to, *approve the Economic Development Incentive Agreement for Project Choice. (copy found on Page ____ of Minute Book ____).*

REGULAR AGENDA

UPDATED RETENTION SCHEDULES

Vice-Chairman Whetstine recognized Senior Staff Attorney Elliot Engstrom to present the updated retention schedules. The General Records Schedule for Local Government Agencies allows the County to dispose of records according to a state-approved schedule published by the North Carolina Department of Natural and Cultural Resources (DNCR). The schedule must be approved in order to be valid. It has been approved in the past, but DNCR has published a new schedule that must be approved. The retention schedule also allows the County to dispose of certain records once their administrative value ends, and it allows the County to decide what that timeframe is. Staff recommend setting 30 days as the default retention period for records that the County may destroy once their administrative value ends. However, DNCR allows County staff to adjust these periods at later dates based on best practices.

New Local Government Records Retention Schedule

Elliot Engstrom
Senior Staff Attorney
April 16, 2019

Cleveland County
NORTH CAROLINA

Public Records Retention Schedules

- ▶ Default rule is that County must always seek approval of North Carolina Department of Natural and Cultural Resources (DNCR) to destroy any records (N.C.G.S. § 121-5(b)).
- ▶ However, DNCR creates public records retention schedules that, once adopted, serve as a proxy for agency approval to destroy records (N.C.G.S. § 121-5(c)).
- ▶ DNCR has created a new retention schedule for local governments.

RECORDS RETENTION AND DISPOSITION SCHEDULE

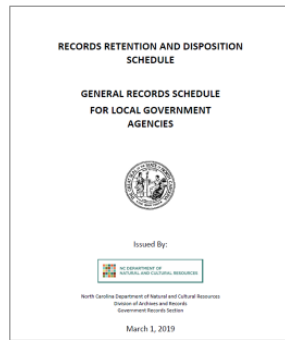
GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES

Issued By:

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Department Records Section
March 1, 2019

Public Records Retention Schedules

- ▶ Schedule allows county staff to decide how long to keep records of limited administrative value.
- ▶ This retention schedule will replace some previously adopted retention schedules.



Action Requested

- ▶ Adopt the Records Retention and Disposition Schedule, as pre-approved by the NC Department of Natural and Cultural Resources.

Vice-Chairman Whetstine opened the floor to the Board for questions and discussion. Vice-Chairman Whetstine asked Mr. Engstrom what would happen if the retention schedule was not approved. Mr. Engstrom advised the County would not legally be able to throw anything away. Commissioner Hardin inquired if this schedule also pertains to text messages and emails; Mr. Engstrom stated it does.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and adopted by the Board to, *approve the updated Retention Schedule for Cleveland County as pre-approved by the North Carolina Department of Natural and Cultural Resources.*

2019 Local Government Agencies General Records Retention and Disposition Schedule


The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

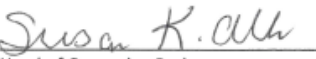
It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.


APPROVAL RECOMMENDED


Municipal/County Clerk or Manager
Title: County Clerk


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED


Head of Governing Body
Title: Board Chairman


Susi H. Hamilton, Secretary
Department of Natural and Cultural Resources

Municipality/County: Cleveland

LEASE AGREEMENT WITH CLEVELAND COMMUNITY COLLEGE

Vice-Chairman Whetstine called Kerri Melton, Assistant County Manager, to the podium to present the Lease Agreement with Cleveland Community College (CCC). Cleveland County owns Parcels 60406 and 25684 located off of North Post Road in Shelby. The Community College has identified this property as ideal for use by its Electrical Line-Worker Academy. In particular, CCC would like to use all of Parcel 60406 and the eastern portion of Parcel 25684. In the proposed lease, the County would lease the land to CCC for one dollar (\$1.00) through March 1, 2029. CCC may only use the premises for CCC programs and activities. CCC further accepts


liability for its activities on the property and for certain repairs and improvements to the property. The lease also contains a right of first refusal under which the County must, to the extent permissible under law, offer to sell the property to CCC before selling it to any third party during the term of the lease.




April 16, 2019

Property Lease Agreement- Cleveland Community College


KERRI MELTON, ASSISTANT COUNTY MANAGER




Property Map




PARCELS 60406 AND 25684 2



Purpose



PARCELS 60406 AND 25684 3



Electrical Lineworker Academy

- 7 graduating classes totaling 136 students
- 100% job fill rate
- 98% students received Class A CDL


PARCELS 60406 AND 25684 4



Lease Agreement Details

- Lease payment of \$1 per year for a total of 10 years
- Property may only be used for programs and activities of Cleveland Community College
- Community College responsible for repairs and improvements to the property
- Community College accepts liability for injuries or damages
- Community College has first right of refusal should the County decide to sell the property.

PARCELS 60406 AND 25684 5



Future Goals of Lineworker Academy

- Classroom will be located in Allies Place restaurant
- Heavy Equipment/CDL Training on site
- Increase in class size from 19 to 24 students

PARCELS 60406 AND 25684 6



Questions?

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Vice-Chairman Whetstine opened the floor to the Board for questions and discussion. Each of the Commissioners commented on the positive outcomes with the proposed partnership and the greater opportunities that will become available for the students. Dr. Jason Hurst, President of the Community College came forward and spoke more in detail about the Electrical Line-Worker Academy and the community growth that comes from the graduates of this training program.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges and unanimously adopted by the Board to, *approve the lease agreement with Cleveland Community College.*

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

This AGREEMENT dated this the 16th day of April 2019 by and between Cleveland Community College, a North Carolina community college having its principal place of business at 137 S. Post Road in Shelby, NC (hereinafter the "Lessee") and Cleveland County, a body politic organized under the laws of North Carolina having its principal place of business at 311 East Marion Street in Shelby, NC (hereinafter the "Lessor"):

WITNESSETH:

1. Premises

The Lessor does hereby rent and lease to the Lessee, and the Lessee does hereby rent and lease from the Lessor, the premises described as the entirety of Cleveland County Parcel Number 60406 as well as Cleveland County Parcel Number 25684 excepting the following portion:

BEGINNING at a nail and cap located in the centerline of Spake Circle (SR 2066) S. 29-02-33 E. 1242.05 feet from NCGS Monument "Foam" and running thence a common boundary with Shelby Elk's Lodge #1709 (Deed Book 1100, Page 2424) S. 86-12-30 E. 354.68 feet passing a rebar at 31.55 feet, to a set rebar, thence a new line S. 28-35-37 E. 376.06 feet to a set rebar; thence another new line S. 12-53-20 E. 171.81 feet to a set rebar; thence another new line S. 27-52-17 W. 227.44 feet to a set rebar in the northeastern line of Claudia S. Borders (Deed Book 1636, Page 220); thence a common boundary with Claudia S. Borders N. 57-19-23 W. 369.62 feet to a set rebar, the southeastern corner of a parcel owned by Timothy J. Smolzer (Deed Book 1296, Page 2384); thence a common boundary with the east line of the Smolzer lot N. 08-17-52 E. 180.93 feet to a rebar, the northeastern corner of the Smolzer parcel; thence with the north line of Smolzer N. 81-39-02 W. 200.97 feet to a railroad spike in the centerline of Spake Circle, passing a rebar at 170.97 feet; thence with the center line of Spake Circle the following five (5) courses and distances: 1) N. 08-21-40 E. 54.54 feet to a railroad spike; 2) N. 08-20-25 E. 65.72 feet to a nail and cap; 3) N. 06-40-05 E. 52.92 feet to a nail and cap; 4) N. 03-55-42 E. 43.31 feet to a nail and cap and 5) N. 05-03-05 W. 100.07 feet to a nail and cap, the point and place of BEGINNING containing 5.822 acres and being a portion of that property conveyed to County of Cleveland by Harvestworks, Inc. by deed dated March 7, 2016 and recorded in Book 1714, Page 1699, Cleveland County Registry.

Said portion of Cleveland County Parcel Number 25684 shall not be leased to the Lessee and shall remain fully under the control and in the possession of the Lessor.

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insurance company or companies reasonably satisfactory to Lessor. Such policies shall be non-cancelable except after ten (10) days' written notice to Lessor, if requested by Lessor. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Lessor prior to the Rental Commencement Date and renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the respective policy terms. Lessee may fulfill its obligations under this section through the use of comparable self-insurance. In the case that Lessee fulfills its obligations under this section through comparable self-insurance, the limit of such self-insurance shall be One Million and No/100 Dollars (\$1,000,000.00).

6. Duty to Keep Premises in Good Order.

Lessee hereby covenants and agrees to keep the Premises in as good order, repair and condition as the same are in as of the commencement of the term hereof, or may be put in thereafter, damage by fire or unavoidable casualty, acts of God, eminent domain and normal wear and tear excepted; and at the termination hereof, to peaceably yield up said Premises and all additions, alterations, and improvements thereto in such good order, repair and condition. Lessee shall also abide by the covenants regarding maintenance as set forth in 5.1 above.

7. Comply with Laws.

Lessee agrees that it will promptly comply at its own expense with all requirements of any governmental authority having competent jurisdiction.

8. Additional Lessee Obligations.

Lessee covenants and agrees as follows:

(1) To pay, when due, all rents and other charges set forth herein;

(2) That, without limitation of any other provision herein, the Lessor and its employees shall not be liable for any injuries to any person or damages to property or the Premises or due to any act or neglect of any employee or other third party. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, water, steam, gas, or odors in any form and the like situated or occurring on the Premises.

(3) To permit Lessor and its agents to examine the Premises at reasonable times and upon reasonable notice and, if Lessor shall so elect, to inspect the status of the Premises.

(4) Not to permit any employee of the Lessee to violate any covenant or obligation of Lessee hereunder.

(5) Not to suffer or permit any lien of any nature or description to be placed against the Premises, or any portion thereof, and, in the case of any such lien attaching by reason of the conduct of Lessee, to immediately pay and remove the same. This provision shall not be interpreted as meaning that the Lessee has any authority or power to permit any lien of any nature

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2. Terms and Termination

To have and to hold said premises for a term commencing on April 1, 2019 and unless sooner terminated as herein provided, extending for nine years and eleven months through March 1, 2029. Any termination of this Lease and the Term shall be made by written notice given not later than the date, or within the period of time, specifically provided herein. Notice of termination of the Lease and the Term shall be given not less than thirty (30) days prior to the effective date of such termination. In the event of any termination, the parties shall reasonably cooperate to fully effectuate the provisions hereof pertinent to such termination in order to carry out the purpose and intentions of such provisions.

3. Rent

Lessee hereby agrees and covenants to pay to the Lessor as rental for the Premises the amount of one dollar and zero cents (\$1.00) by check to the Lessor at its principal location at 311 E. Marion Street in Shelby, NC, or at such other place as Lessor shall designate to Lessee in writing. Said rental shall be paid prior to the first day of the lease.

4. Permitted Uses

Lessee may use the premises only for programs and activities of Cleveland Community College.

5. Acceptance of Premises; Repairs; Alterations; Liability

5.1 The Lessee, by taking possession of the Premises, shall accept and shall be held to have accepted the same as suitable and safe for the use intended by the Lessee and third parties. After possession of the Premises has been delivered to the Lessee, the Lessee is solely responsible for the maintenance of the Premises and to make any repairs or improvements to the Premises, including but not limited to the paved areas, curbs, parking bumpers, shrubberies, or grass and wooded areas. However, the Lessee shall in no way be responsible for the pump station located on the leased portion of Cleveland County Parcel Number 25684

5.2 Lessee does hereby agree to indemnify and save Lessor harmless from and against any and all liability for any injury to or death of any person or persons or any damages to property in any way arising out of or connected with the condition, use or occupancy of the Premises, or in any way arising out of the activities in the Premises, and from all costs, expenses and liability, including, but not limited to, court costs and reasonable attorneys' fees, incurred by Lessor in connection therewith.

5.2 Lessee shall, at its sole cost and expense, procure and maintain throughout the Term of this lease a policy or policies of insurance, insuring Lessee and Lessor against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition of the Premises, the use or occupancy of the Premises or any construction work being done on the Premises by Lessee. The limit of such policy shall be in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) and shall be written by any

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or description to attach to or be placed upon the Lessor's title or interest in the Premises, or any portion thereof.

(6) To keep the Premises equipped with all safety appliances required by law or public authority because of the specific use or occupancy of the Premises by the Lessee.

(7) To refrain from adding or removing any structures on the property without the express written consent of Lessor.

9. Self-help

If either party shall at any time breach or default in the performance of any of the obligations of such party under the Lease beyond any applicable period of grace, notice or cure, the other party shall have the right to reasonably perform such obligation of the first party including the payment of money and the performance of any other act. All reasonable sums paid and all reasonably necessary incidental costs and expenses in connection therewith shall be payable immediately upon demand by the party so incurring. Lessor may enter the Premises to exercise its rights hereunder, and amounts owed by Lessee hereunder shall be additional rent. Lessee shall have the right, at its sole discretion, to offset amounts owed by Lessor hereunder, to deduct such amounts from rent or charges due hereunder, or to terminate this lease for failure of Lessee to pay amounts hereunder.

10. Damage to Property; Eminent Domain.

If all of the Premises or such parts thereof as will make the Premises unusable for the purposes contemplated by this Lease, be damaged or taken under the power of eminent domain (or a conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemner. Lessor reserves and accepts all rights to damages to said Premises the leasehold hereby created, accrued or substantially accruing by reason of anything lawfully done in pursuance of any public, or other authority; and by way of confirmation, Lessee grants to Lessor all Lessee's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof in form and substance satisfactory to Lessee as Lessor may from time to time requires, without otherwise waiving its rights set forth above.

11. Loss of Personal Property

Lessee agrees that all personal property brought into the Premises shall be at the risk of the Lessee or third parties only and the Lessor shall not be liable for theft thereof or any damage thereto occasioned from any acts or omissions of Lessee or any other person.

12. Lessor's Right to Sell; Right of First Refusal

12.1. **Right to Sell.** Except as otherwise provided in this Section 12, Lessor shall have the right to sell, assign, transfer, or otherwise alienate its interest in the Premises. Upon such sale, assignment, transfer, or alienation, the new owner shall succeed to all of Lessor's obligations hereunder, and Lessee shall be bound to the new owner to the same extent as it was bound to

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Lessor. At such time, Lessor hereunder shall be entirely freed and relieved of any further obligation or responsibility under this Lease. In the event of any such sale or prospective sale, Lessee agrees to execute in a timely manner such estoppels certificates, or similar documents, in such form as any buyer or prospective buyer of the building may reasonably request.

12.2. Notice Requirements. Notwithstanding the above paragraph, during the term of the Agreement, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to Lessee following the procedures set forth in this section. Lessee shall have forty-five (45) days following the date Lessor first presents Lessee such offer to decide whether to try to negotiate an agreement for the purchase of the Premises from Lessor. If Lessee desires to try to negotiate such an agreement, Lessee shall, within said 45-day period, deliver to Lessor written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed 90 days after the date Lessee gives the requisite notice to Lessor.

12.3. Negotiations. If Lessor does not receive said notice within said 45-day period, or if Lessor receives said notice within said period but Lessor and Lessee do not enter into a legally binding, written agreement for the purchase and sale of the Premises within said 90-day period, Lessor shall thereafter be free for 100 days to enter into an agreement with a third party on terms no more favorable to the third party than Lessor offered to Lessee.

12.4. Expiration. If Lessor does not enter into a legally binding, written agreement with a third party within the 100-day period, Lessor's right to sell the Premises to a third party shall expire and the procedure described in this Section shall be applicable again, and Lessor, prior to selling the Premises to a third party, shall first offer to try to negotiate the sale of the Premises to Lessee. Upon each repetition of this procedure, notice shall once again be due.

12.5. Compliance with Applicable Law. The parties acknowledge that in carrying out the procedures of this Section, Lessor must comply with Article 12 of Chapter 160A of the North Carolina General Statutes. To the extent that any provision of this section conflicts with these statutes or any other applicable law, said provision shall be severed from the Agreement with the remaining portions of the Agreement remaining in effect.

13. Hazardous Materials

13.1 Lessee shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in or under the Premises, or transport to or from the Premises, any Hazardous Materials (as defined below), or allow any other person or entity to do so. Lessee shall comply with all local, state and federal laws, ordinances and regulations relating to Hazardous Materials on, in, under or about the Premises.

13.2 Lessee shall promptly notify Lessor should Lessee receive notice of, or otherwise become aware of, any: (1) pending or threatened environmental regulatory action against Lessee or the Premises; (2) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (3) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises.

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14.2 Lessee retains possession of the Premises, or any part thereof, after the expiration or termination of this Lease, Lessee's holding over shall constitute a renewal of this Lease on a month-to-month basis on the same terms and conditions hereof.

14.3 In addition, Lessee shall indemnify Lessor against all liabilities and damages reasonably sustained by Lessor by reason of any such retention of possession.

15. Default and Remedies

15.1. Lessee Default. The occurrence of any one of the following during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Lessee:

- (1) Failure to pay base rent to Lessee by the date required;
- (2) Failure to make any other payment due hereunder for a period of ten (10) calendar days after written notice of such default has been given to Lessee;
- (3) Default in the performance of any other of the terms, conditions, or covenants contained in this Lease to be observed or performed by Lessor, if such default is not cured within thirty (30) days after written notice thereof, or if such default cannot be cured within thirty (30) days, Lessee does not within such (30) days commence such cure promptly and pursue the same with diligence to completion; or
- (4) If Lessee shall abandon the Premises.

15.2. Lessor Default. The occurrence of any one of the following during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Lessor:

- (1) Lessor fails to pay any amount due and payable hereunder by Lessor and fails to cure such failure to pay within ten (10) days after the effective date of written Notice given by Lessee demanding such amount be paid;
- (2) Lessor fails to comply with or abide by and perform any non-monetary obligation imposed on Lessor under this Lease within thirty (30) days after the effective date of written Notice given by Lessee demanding that such obligation be performed;

15.3 Lessor's Remedies. Upon the occurrence of a Lessee Default, Lessor shall have the immediate right of reentry without resort to legal proceedings and the right to terminate and cancel this Lease. If Lessor should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, relet the Premises for such term and at such rentals and upon such other terms and conditions as the Lessor may deem advisable, provided however, that Lessor shall be considered to be under a duty by reason of this provision to take all appropriate and reasonable action to mitigate Lessor's damages by reason of Lessee Default and expressly shall have a duty

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13.3 Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees) arising out of or involving any Hazardous Material brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Material under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plan. The indemnity contained in this subsection 30(c) shall survive the termination or expiration of this Lease unless specifically so agreed by Lessor in writing at the time of such termination or expiration.

13.4 Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damage, including the cost of remediation, which result from Hazardous Material which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations shall include, but not be limited to, the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plan. The indemnity contained in this subsection 30(d) shall survive the termination or expiration of this Lease.

13.5 The term "Hazardous Materials" shall mean any element, compound, mixture, solution, particle or substance which is dangerous or harmful or potentially dangerous or harmful to the health and welfare of life or environment, including but not limited to explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation: (1) any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "hazardous pollutants" or "toxic pollutants," as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act", or any amendments thereto, or any regulations promulgated thereunder, or any other law or regulation promulgated by any federal, municipal, state, county or other governmental or quasi-governmental authority and/or agency or department thereof; (2) any "PCBs" or "PCB items" (as defined in 40 C.F.R. §761.3); or (3) any "asbestos" (as defined in 40 C.D.F.R. 763.63).

14. End of Term: Holding Over

14.1 Upon the expiration of the Term or earlier termination of this Lease, Lessee shall quit and surrender the Premises to Lessor, clean and in as good order and condition as the Premises were at the time of Lessee's initial occupancy thereof, ordinary wear and tear excepted.

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to mitigate Lessee's damages. No such reentry or taking possession of the Premises by Lessor shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Lessor to Lessee at the time of such reentry; but, notwithstanding any such reentry and reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach upon written notice to Lessee.

15.4 Lessee's Remedies. Upon the occurrence of Lessor Default, Lessee may: (i) terminate this Lease by giving written Notice to Lessor and upon such termination Lessee shall be entitled to recover from Lessor such damages as may be permitted under applicable law, and (ii) pursue any other remedy herein provided or as provided by law.

16. Required Approval of State Board of Community Colleges

This lease is contingent upon Lessee receiving any necessary approvals or authorizations from the State Board of Community Colleges.

17. Severability

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Notice

All notices, demands, elections and other communications (collectively, "Notices") required or permitted to be given under this Lease shall be in writing and shall be either given by personal delivery or transmitted by email, by facsimile transmission, by nationally recognized overnight express service or by certified mail return receipt requested, to the addresses set forth below. Any Notice given in the manner set forth in this Section 25 shall be deemed given and delivered as follows: Notices delivered by personal delivery shall be effective upon receipt; Notices transmitted by email or by facsimile shall be effective on the date they are transmitted, if received not later than 4:30 p.m. on the day they are transmitted or, if not, on the next succeeding business day; Notices delivered by nationally recognized overnight express service shall be effective on the date they are delivered; Notices delivered by mail shall be effective on the earlier of the date they are actually received or on the third (3rd) business day after they are deposited with the U.S. Postal Service in a sealed wrapper, with first class certified postage prepaid and return receipt requested. Electronically delivered Notices shall be considered a "writing" for purposes hereof if properly addressed as provided below. Either party may change its address (es) by written notice to the other party pursuant to the provisions hereof.

If to Lessor, to: Brian Epley
County Manager
Cleveland County
Post Office Box 1210

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Shelby, NC 28151-1210

With a copy to: Elliot Engstrom
Senior Staff Attorney
Cleveland County
Post Office Box 1210
Shelby, NC 28151

If to Lessee, to: Dr. Jason Hurst
President
Cleveland Community College
137 S. Post Road
Shelby, NC 28152

19. Assignment

Lessee shall not, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease, or any interest thereunder, or sublet the Premises or any part thereof

20. Captions

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision hereof.

21. Law

This lease shall be interpreted by and under the laws of the State of North Carolina.

22. Entire Agreement Herein

The parties acknowledge that this Lease and the exhibits attached hereto contain the entire agreement between the parties with respect to the Property, and supersede any prior oral or written understandings. No modification of this Lease shall be effective unless made in writing and duly executed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above-written.

CLEVELAND COUNTY, NORTH CAROLINA
By: Susan R. Allen
Name: Susan R. Allen
Title: Board Chairman

*approved at the April 16th 2019
Commissioners Meeting

Attested to by: Phyllis Nowlen
Phyllis Nowlen, Clerk to the Board of Commissioners

Cleveland Community College
By: Jason Hurst
Name: Jason Hurst
Title: President

State of North Carolina
Cleveland County

On 16th day of April, 2019, Jason Hurst (name),
(title) of Cleveland Community College personally appeared before me
and she or he executed the above instrument and acknowledged the same to be his or her free act
and deed and the free act and deed of said Company.

Walter A. Carter
Notary Public

My commission expires: 6-20-20

COMMISSIONER REPORTS

Commissioner Hardin – all of the Commissioners participated in the fifth annual Cleveland Cup. She also attended the NCACC District Meeting and a Medicaid Conference.

Commissioner Bridges – also attended the NCACC District Meeting and the Medicaid conference. He thanked staff for their continued hard work and all that they do.

Commissioner Hutchins – echoed Commissioner Bridges comments. He also attended the Veterans Advisory Board meeting and the Council on Aging meeting.

Commissioner Whetstine – commented on the Cleveland Cup. He also reviewed the Agriculture Census, the National Day of Prayer and the April 30th Job Fair.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, May 7, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.*

*Ronnie Whetstine, Vice-Chairman
Cleveland County Board of Commissioners*

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