

Cleveland County Board of Commissioners
September 17, 2019

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

PRESENT: Susan Allen, Chairman
Ronnie Whetstine, Vice-Chair
Johnny Hutchins, Commissioner
Doug Bridges, Commissioner
Deb Hardin, Commissioner
Brian Epley, County Manager
Elliot Engstrom, Deputy County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Chris Green, Tax Administrator
Lucas Jackson, Finance Director
Allison Mauney, Human Resources Director
Lorie Poston, E-911 Communications Director
Marty Gold, Information Technology Director
Katie Swanson, Social Services Director
Daryl Sando, Electronic Maintenance Director
Sandra Orvig, Shooting Range Director
Clifton Philbeck, Board of Elections Director
Jason Falls, LeGrand Center Director
Scott Bowman, Maintenance Director

CALL TO ORDER

Chairman Allen called the meeting to order and Commissioner Whetstine provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

CITIZEN RECOGNITION

No one registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the *July 2, 2019* and the *August 6, 2019 regular meeting*, in board members packets.

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

TAX COLLECTOR'S MONTHLY REPORT

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

TOTAL TAXES COLLECTED AUGUST 2019

YEAR	AMOUNT-REAL	AMOUNT-VEH	
DEF REV	\$0.00	\$0.00	
2019	\$37,299,771.87	\$0.00	\$37,299,771.87
2018	\$86,862.67	\$0.00	\$86,862.67
2017	\$21,048.97	\$0.00	\$21,048.97
2016	\$5,412.39	\$0.00	\$5,412.39
2015	\$2,756.60	\$0.00	\$2,756.60
2014	\$898.31	\$0.00	\$898.31
2013	\$741.95	\$153.04	\$894.99
2012	\$595.33	\$102.79	\$698.12
2011	\$304.03	\$21.33	\$325.36
2010	\$382.77	\$20.50	\$403.27
2009	\$133.53	\$0.00	\$133.53

TOTALS	\$37,418,908.42	\$297.66	\$37,419,206.08
DISCOUNT	(\$186,446.45)		
INTEREST	\$14,455.80	\$150.81	\$0.00
TOLERANCE	\$258.87	\$0.00	
ADVERTISING	\$380.00	\$104.27	
GARNISHMENT	\$1,219.21		
NSF/ATTY	\$7.96		
LEGAL FEES	\$907.44		
TOTALS	\$37,249,691.25	\$552.74	
MISC FEE	\$121.91	\$0.00	
TAXES COLL	\$37,249,813.16	\$552.74	\$37,250,365.90
	\$37,249,813.16	\$552.74	

TOTAL TAXES UNCOLLECTED AUGUST 2018

	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2019	\$42,209,341.60	\$0.00	\$42,209,341.60
2018	\$1,184,444.56	\$0.00	\$1,184,444.56
2017	\$526,103.90	\$0.00	\$526,103.90
2016	\$306,907.77	\$0.00	\$306,907.77
2015	\$210,706.44	\$0.00	\$210,706.44
2014	\$188,790.87	\$0.00	\$188,790.87
2013	\$130,991.10	\$63,788.41	\$194,779.51
2012	\$100,233.69	\$72,626.11	\$172,859.80
2011	\$75,421.40	\$55,495.95	\$130,917.35
2010	\$68,154.35	\$52,987.83	\$121,142.18
2009	\$68,673.19	\$49,916.65	\$118,589.84
	\$45,069,768.87	\$294,814.95	\$45,364,583.82

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during **August 2019**. The monthly grand total of tax abatements was listed as (\$26,372.21) and monthly grand total for tax supplements was listed as \$56,163.26.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #010)

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>
012.545.4.350.93		NFP/Grants	\$11,095.00	
012.545.5.210.45		NFP/Supplies	\$3,395.00	
012.545.5.311.45		NFP/Educational-Certif-Training	\$2,300.00	
012.545.5.370.45		NFP/Advertising	\$2,000.00	
012.515.5.581.45		NFP/Awards-Appreciation	\$3,400.00	

Explanation of Revisions: Budget allocation for \$11,095 in funds received from the North Carolina Department of Health and Human Services, Women's & Children's health section which gave the Cleveland County Health Department more than the anticipated amount in the addendum.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #011)

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>
012.533.4.310.85		BCCCP/Federal Grants	\$5,470.00	
012.533.5.490.00		BCCCP/Professional Services	\$5,470.00	

Explanation of Revisions: Budget allocation for \$5,470 in funds awarded to the Cleveland County Health Department from the North Carolina Department of Health and Human Services for cancer screenings.

SHERIFF'S DEPARTMENT: BUDGET AMENDMENT (BNA #012)

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>
010.441.4.810.39		Sheriff's Office/Donations-Explorer's	\$5,690.00	
010.441.5.790.39		Sheriff's Office/Donations-Explorer's	\$5,690.00	

Explanation of Revisions: Budget allocation for \$5,690 in donations received for the Explorer's Program for the purchase of uniforms, equipment, training, etc.

LEGAL: BIRDSEYE ENERGY EASEMENT

Warbler Holdings, LLC ("Warbler") has offered to pay the County for an easement. The easement would be in favor of Duke Energy Carolinas, LLC ("Duke") and would allow Duke to build a power line to Warbler's future solar facility in Cleveland County. Pursuant to North Carolina General Statute § 153A-176 and North Carolina General Statute § 160A-273, the County has authority to grant easements over, through, under, or across any county property. Unlike with a sale of real property, there is no public notice requirement in order to grant an easement. Warbler recently received a permit from the Cleveland County Board of Adjustment to build a solar facility in Cleveland County. The County owns nearby property (Parcel # 58557), and Warbler has requested that the County grant an easement to Duke. The easement is designed to provide a path for an electrical line connected to an interconnection with Duke for the benefit of the Warbler solar facility. The easement is located near an economic development project on which the County has partnered with the City of Shelby. Staff for both the County and the City have reviewed the easement and do not see any risk that the easement could negatively impact the economic development project.

Cleveland County, North Carolina
Attn: Mr. Brian Epley, County Manager
311 E Marion Street
Shelby, NC 28150

RE: *Right of Way for new Electrical Line Utility Easement (Cleveland County PIN #2518816572)*

Dear Mr. Epley:

Thank you for your patience and willingness to work together to get a mutually beneficial solution for an easement on the County's property. This letter outlines the terms of the overhead utility easement and interconnection ("Easement") in favor of Duke Energy Carolinas, LLC designed along approximately 177 feet of the County's property located in Cleveland County, NC, being known as Cleveland County PIN #2518816572. The Easement is designed to provide a path for an electrical line connected to and an interconnection with Duke Energy for the benefit of the Warbler Holdings Solar Project located on the land specified in the Ground Lease Agreement dated June 10, 2016 between Willow Land Holdings, LLC as landlord and Warbler Holdings, LLC as tenant, as may be amended or assigned from time to time ("Lease"). Please find the drawing representing the proposed path and area of the easement in Exhibit A.

The terms of the Easement consist of the following:

1. Payment in the amount of \$10,000.00 from Warbler Holdings, LLC within ten (10) business days of the recordation of the Easement with the Cleveland County Register of Deeds.

By their execution of this letter, you and Warbler Holdings, LLC agree to the compensation terms listed above.

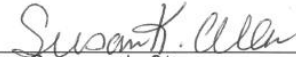
SINCERELY,

Warbler Holdings, LLC

By: 
Brian C. Bednar, President

AGREED AND ACCEPTED AS OF September 17, 2019.

Cleveland County, North Carolina

By: 
Susan K. Allen
Chairman

EASEMENT

Return To: Duke Energy Carolinas
Attn: Elliott Wallace
Address: 6325 Wilkinson Blvd.
Charlotte, NC 28214

NORTH CAROLINA
CLEVELAND COUNTY

THIS EASEMENT ("Easement") is made this 17th day of September, 2019 ("Effective Date"), from CLEVELAND COUNTY, a Political Subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Number 7 Township, described as follows: PIN # 2518816572 containing 46.9 acres, more or less, and being the land described in a deed from Eugene Falls; John Bankhead; and Thomas W. Martin, Jr., Co-Executors of The Estate of Robert Z. Falls to Cleveland County, a Political Subdivision of the State of North Carolina dated , and recorded in Deed Book 1442, Page 548, Cleveland County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to (i) construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being one-hundred (100) feet long and thirty (30) feet wide and as shown as "Overhead & Ground Easement" on Exhibit A attached hereto, and (ii) construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove Facilities thereon within an easement area being two (2) portions of sixty-four (64) feet long and thirteen (13) feet long respectively and both portions being thirty (30) feet wide, and as shown as "Overhead-Only Easement" on Exhibit A attached hereto; provided, however, that any Facilities installed in the Overhead-Only Easement shall be above-ground, and no Facilities may be placed or located on the ground within the Overhead-Only Easement (collectively, the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, It is understood and agreed that: The general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by DEC in substantial compliance with Exhibit A hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CLEVELAND COUNTY

By: Susan K. Allen
Name: Susan K Allen
Its: Chairman

NORTH CAROLINA, Cleveland COUNTY

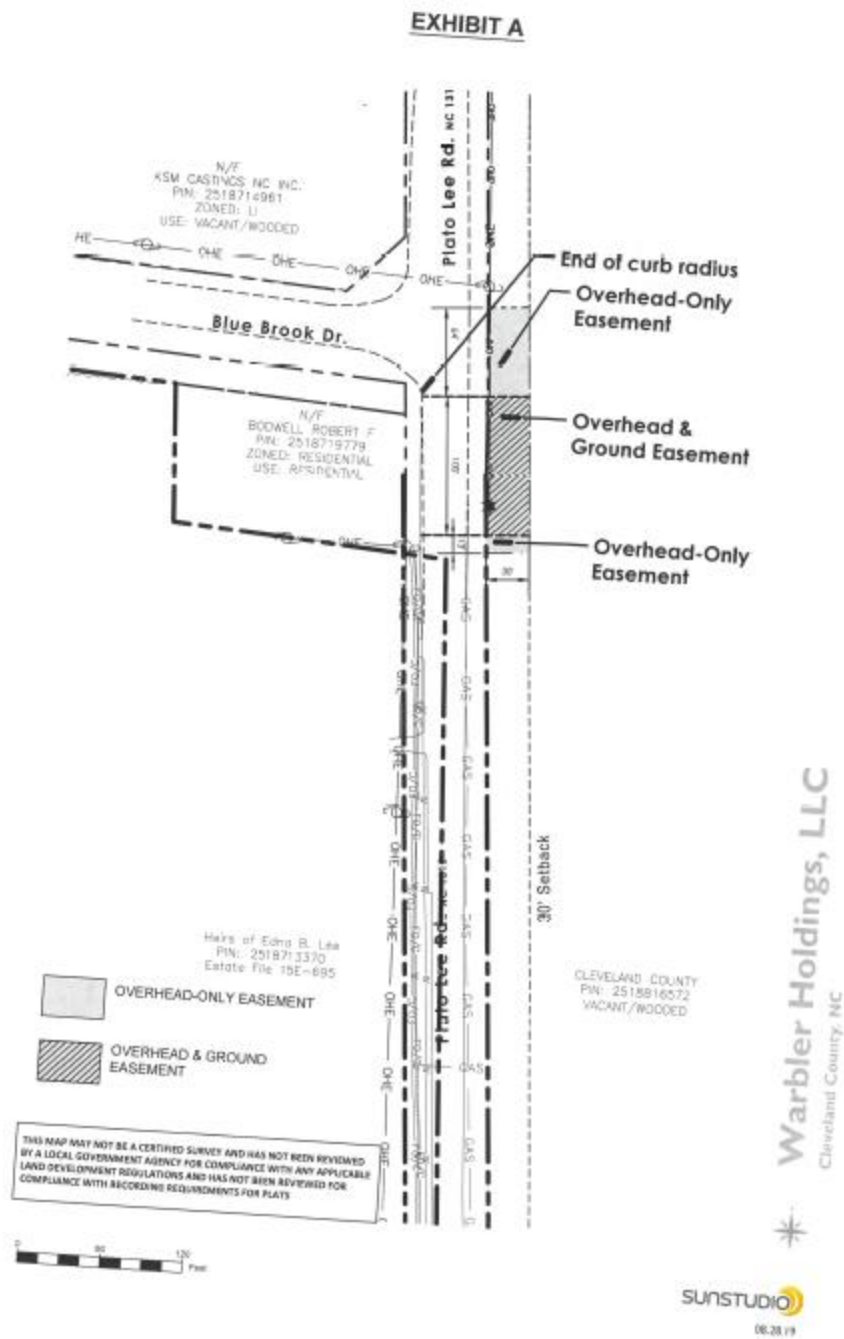
I, April N Crofts, a Notary Public of Cleveland County, North Carolina, certify that Susan K Allen, Chairman of CLEVELAND COUNTY, a Political Subdivision of the State of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Chairman of the Board of Commissioners on behalf of Cleveland County.

Witness my hand and notarial seal, this 17th day of September, 2019.



April N Crofts
Notary Public

My commission expires: 5-7-2020



ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve the Birdseye Energy Easement.*

LEGAL: CANCELLATION OF JUDGEMENT

The County has a judgment against Jimmy White in the matter of Cleveland County vs. Jimmy White, 14 CVM 500. The judgment dates to May 13, 2014 and relates to unpaid animal control citations due to roaming cattle. Mr. White has offered to pay the County one thousand dollars in order to cancel the judgment and Legal staff recommends accepting the offer.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *authorize the Deputy County Attorney to cancel the County's judgement in case 14 CVM 500.*

COMMISSIONERS: SET PUBLIC HEARING FOR CLEVELAND COUNTY HEALTH

DEPARTMENT ADVISORY BOARD (November 5, 2019)

Request to set a public hearing on Tuesday, November 5, 2019 to consider the transition of the Cleveland County Board of Health to an advisory board.

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

HUMAN RESOURCES: APPENDIX E. PAY PLAN OF OFFICE OF CLEVELAND COUNTY

SHERIFF'S POLICY

The Cleveland County Detention Division would like to restructure the supervision within the Detention Division by adding a Detention Master Corporal position. This will allow non-sworn detention officers the opportunity to achieve advancement in the career of detention within the Cleveland County Sheriff's Department. This position will be added to Appendix E. Pay Plan of Office of Cleveland County Sheriff Policy. To ensure consistency within the Cleveland County Sheriff's Department, the Detention Division would like to include qualifying military service to Level 2 and Level 3 for Detention Officers and Detention Corporals.

Master Corporal: Average Corporal Salary = \$ 40,428.15
6% of \$40,428.15 = \$2,425
\$2,425 x 4 (1 per shift) = \$9,700

Plus, potentially percent increases:

Level 2 = 4%

Level 3 = 2%

Qualifying Military Service: Average Detention Officer Salary = \$35,969.14
Level 2 = 4%
Level 3 = 2%

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, *approve Appendix E. Pay Plan of Office of Cleveland County Sheriff's Policy.*

APPENDIX E. - PAY PLAN OF OFFICE OF CLEVELAND COUNTY SHERIFF POLICY

The following pay plan applies to all full-time employees of the Cleveland County Sheriff's Office.

Section 1. - Definitions for purposes of this pay plan only (listed alphabetically).

- (1) *Advanced certificate.* An "advanced certificate" acquired from the North Carolina Department of Justice.
- (2) *Associate's degree.* For the purposes of this policy, an associate's degree is a two-year degree from an accredited educational institution, consisting of sixty (60) or more hours of credit from a technical school, community college, college, or university. The degree document must state that it is an associate's degree.
- (3) *Bachelor's degree.* For the purposes of this policy, a bachelor's degree is any four-year degree from an accredited educational institution, consisting of one hundred twenty (120) or more hours from a college or university. The degree document must state that it is a bachelor's degree.
- (4) *Intermediate certificate.* An "intermediate certificate" acquired from the North Carolina Department of Justice.
- (5) *Military service:* Service in any branch of the U.S. Armed Forces. In order for military service to entitle an employee to credit for such service in accordance with this pay plan, the following criteria must be met:
 - (a) The employee must have completed/fulfilled all obligations of his/her enlistment in any of the U.S. Armed Forces: and
 - (b) The employee must have received an honorable discharge after completion of all military contracts, or, in some rare cases, a medical discharge. In cases of medical discharge, a departmentally independent panel will review and determine eligibility for credit for such service based on employee's length of time served, and circumstances surrounding his or her discharge.
- (6) *Years employed by Cleveland County Sheriff's Office.* The total years (i.e., total completed months of employment by Cleveland County Sheriff's Office divided by twelve (12), during which an employee has worked for the Cleveland County Sheriff's Office. Only completed years of service will be considered.
- (7) *Years of service.* The total years (i.e., total completed months of employment divided by twelve (12)) during which an employee has worked for any governmental law enforcement agency in North Carolina, including job experience elsewhere than for Cleveland County. These years do not need to be consecutive. Only complete years of service will be considered.

(Ord. of 9-18-18(2))

Section 2. - Classifications.

Employees will be subject to the following classifications, based on job title, certifications, years of employment by a governmental law enforcement agency in North Carolina, and educational attainment. Based on these criteria, employees will be classified into the "levels" set forth below:

- (a) *Administrative personnel.* The following applies to all employees in the sheriff's office employed as "administrative support assistant" or "administrative assistant":
 - (1) *Level 1:* Employment before attainment of Levels 2 or 3.
 - (2) *Level 2:* Four (4) years of service in an administrative position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and an associate's degree; or any such service and a bachelor's degree.
 - (3) *Level 3:* Seven (7) years of service in an administrative position for a governmental law enforcement agency; or four (4) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree.

- (b) *Detention officer.* The following applies to all employees in the sheriff's office employed as "detention officer":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Four (4) years of service for a governmental law enforcement agency position for a governmental law enforcement agency in North Carolina; or two (2) years of such service and an associate's degree; or any such service and a bachelor's degree **or any qualifying military service.**
- (3) *Level 3:* Seven (7) years of such service; or six (6) years of such service and an associate's degree; or two (2) years of such service and a bachelor's degree **or any qualifying military service.**

- (c) *Detention corporal.* The following applies to all employees in the sheriff's office employed as "detention corporal":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Three (3) years of service in a detention corporal position for a Cleveland County Sheriff's Office or one (1) year of such service and an associate's degree, or any such service and a bachelor's degree **or any qualifying military service.**
- (3) *Level 3:* Seven (7) years of service in the role of detention corporal; or five (5) years of service in the role of detention corporal and an associate's degree; or two (2) years of service in the role of detention corporal and a bachelor's degree **or any qualifying military service.**

- (d) *Deputy.* The following applies to all employees in the sheriff's office employed as "deputy":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* Four (4) years of service in the role of deputy for a governmental law enforcement agency; or two (2) years of such service and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.
- (3) *Level 3:* Two (2) years employed by the Cleveland County Sheriff's Office and any of the following: Seven (7) years of service; or six (6) years of service and an associate's degree; or two (2) years of service and a bachelor's degree or any qualifying military service.
- (4) *Level 4:* Two (2) years employed by the Cleveland County Sheriff's Office and an advanced certificate and any of the following: Thirteen (13) years of service; or ten (10) years of service and an associate's degree; or six (6) years of service and a bachelor's degree or any qualifying military service.

- (e) *Investigator.* The following applies to all employees in the sheriff's office employed as "investigator":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.
- (2) *Level 2:* (Four) 4 years of service with Cleveland County in the role of investigator; or three (3) years of service with Cleveland County in the role of investigator and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.
- (3) *Level 3:* Intermediate certificate and: Seven (7) years of service with Cleveland County in the role of investigator; or four (4) years of service with Cleveland County in the role of investigator and an associate's degree; or two (2) years of service with Cleveland County in the role of investigator and a bachelor's degree or any qualifying military service.

- (f) *Detention Master Corporal.* The following applies to all employees in the sheriff's office employed as "detention Master Corporal":

- (1) *Level 1:* Employment before attainment of Levels 2 or 3.

- (2) **Level 2:** Four (4) years of service with Cleveland County in the role of detention master corporal ; or two (2) years of such service and an associate's degree, or any such service and a bachelor's degree or any qualifying military service.
- (3) **Level 3:** Seven (7) years of service with Cleveland County in the role of detention master corporal; or five (5) years of service with Cleveland County in the role of detention master corporal and an associate's degree; or two (2) years of service with Cleveland County in the role of detention master corporal and a bachelor's degree or any qualifying military service.

- (f) **Sergeant.** The following applies to all employees in the sheriff's department employed as "sergeant":
- (1) **Level 1:** Employment before attainment of Levels 2 or 3.
 - (2) **Level 2:** Four (4) years of service with Cleveland County in the role of sergeant; or three (3) years of service with Cleveland County in the role of sergeant and an associate's degree; or such service and a bachelor's degree or any qualifying military service.
 - (3) **Level 3:** Advanced certificate and any of the following: Eight (8) years of service with Cleveland County in the role of sergeant; or six (6) years of service with Cleveland County in the role of sergeant and an associate's degree; or three (3) years of service with Cleveland County in the role of sergeant and a bachelor's degree or any qualifying military service.
- (g) **Lieutenant.** The following applies to all employees in the sheriff's office employed as "lieutenant":
- (1) **Level 1:** Employment before attainment of Levels 2 or 3.
 - (2) **Level 2:** Four (4) years of service with Cleveland County in the role of lieutenant; or three (3) years of service with Cleveland County in the role of lieutenant and an associate's degree; or any such service with a bachelor's degree or any qualifying military service.
 - (3) **Level 3:** Advanced certificate and any of the following: Eight (8) years of service with Cleveland County in the role of lieutenant; or six (6) years of service with Cleveland County in the role of lieutenant and an associate's degree; or three (3) years of service with Cleveland County in the role of lieutenant and a bachelor's degree or any qualifying military service.
- (h) **Captain.** The following applies to all employees in the sheriff's office employed as "captain":
- (1) **Level 1:** Employment before attainment of Levels 2 or 3.
 - (2) **Level 2:** Advanced certificate and any of the following: Four (4) years of service with Cleveland County in the role of captain; or three (3) years of service with Cleveland County in the role of captain and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.
- (i) **Major.** The following applies to all employees in the sheriff's office employed as "major":
- (1) **Level 1:** Employment before attainment of Level 2.
 - (2) **Level 2:** Advanced certificate and any of the following: Four (4) years of service with Cleveland County in the role of major; or three (3) years of service with Cleveland County in the role of major and an associate's degree; or any such service and a bachelor's degree or any qualifying military service.

(Ord. of 9-18-18(2))

Section 3. - Promotional increases in compensation.

Employees will be classified according to their positions and fulfillment of the foregoing criteria. When an employee has fulfilled the requirements of any "level" beyond "level 1" of his/her position, then he/she will be given a promotional increase in compensation based on the chart below. Each employee

shall inform the sheriff in writing of attainment of the certificate or degree on the basis of which the employee wishes a new classification to be based, and shall provide the sheriff with a complete copy of such certificate and/or evidence of award of the degree. (The department may require as much as thirty (30) days from compliance with this provision to implement the new classification.) The percentages set forth in the "promotional increase chart" below will be applied to the annual compensation that the employee is being paid in accordance with the "Cleveland County Pay Scale" that is in effect as of the date(s) of implementation of such promotional increases.

Promotional Increase Chart

Position	Grade	Level 2 Increase	Level 3 Increase	Level 4 Increase
Administration	6, 8, 12	4% of current compensation	2% of current compensation	None
Detention officer	9	4% of current compensation	2% of current compensation	None
Deputy	11	4% of current compensation	2% of current compensation	6% of current compensation
Investigator	12	4% of current compensation	2% of current compensation	None
Detention Master Corporal	13	4% of current compensation	2% of current compensation	None
Sergeant	14	4% of current compensation	2% of current compensation	None
Investigator Sergeant	15	4% of current compensation	2% of current compensation	None
Lieutenant	16	4% of current compensation	2% of current compensation	None
Investigator Lieutenant	17	4% of current compensation	2% of current compensation	None
Captain	18	6% of current compensation	None	None
Major	21	6% of current compensation	None	None

(Ord. of 9-18-18(2))

Section 4. - Position incentives.

In addition to the promotional increases in compensation that will be awarded based on the criteria set forth above, selected sheriff's department employees will be paid additional monetary incentives to reward the performance of specified duties. These incentives will be awarded and paid on a semi-annual basis, and will be paid only as set forth below. Such incentives will be based on the "salary low" compensation that pertains to an employee's position that is set forth in the "Cleveland County Pay Scale" that is in effect as of the date(s) of payment of such incentives (regardless of the annual compensation that the employee is then actually being paid).

Employees employed in the following divisions will be paid a non-discretionary incentive payment ("incentive payment") of one and one-half (1.50) percent on a semi-annual basis (which amounts to three (3) percent annually): The Narcotics Division and the Criminal Investigative Division.

Employees employed in the following divisions or jobs will be paid an incentive payment of seventy-five hundredths of one (0.75) percent on a semi-annual basis (which amounts to one and one-half (1.50) percent annually): Community Interdiction Team Division, K-9 Division, and Field Training Officers.

No incentive payment shall be paid to an employee whose employment, regardless of reason, has come to an end as of the date of an incentive payment.

Employees employed in the Special Emergency Response Team ("SERT"), as defined by a roster maintained by the office of the sheriff, will be paid an incentive payment of one-half of one (0.5) percent on a semi-annual basis (which amounts to one (1) percent annually).

Provided, however, that any employee who has worked in one (1) of the foregoing positions or divisions for fewer than three (3) complete consecutive months shall be ineligible for such an incentive payment. If an employee has worked in one (1) of the foregoing positions for more than three (3) but fewer than twelve (12) complete consecutive months, then he/she is eligible for a pro-rated incentive payment based on the number of complete consecutive months worked in his/her role. For example, if an employee has worked in the narcotics division for eight (8) such months, then he/she is eligible for an incentive payment equal to (8 months/12 months) x 3% = (66.66) x 3% = two percent (2%).

With the exception of employees employed in the SERT, employees may qualify for only one (1) incentive payment at any given time, and will be paid whichever potential incentive payment is greater. (For example, if an employee is a field training officer in the narcotics division, then he/she would qualify for the [one and] one-half (1.5) percent an incentive payment on a semi-annual basis (which will amount to three (3) percent if payable over two (2) consecutive semi-annual payments.) Employees employed in the SERT will be eligible for the SERT an incentive payment regardless of eligibility for any other incentive payments.

(Ord. of 9-18-18(2))

REGULAR AGENDA

RULES OF PROCEDURE

Chairman Allen called Deputy County Attorney Elliot Engstrom to the podium to present the Rules of Procedure. North Carolina General Statute § 153A-41 authorizes the Board of Commissioners to adopt "its own rules of procedure." Recently, the UNC School of Government published new recommended rules of procedure for local governments. Legal staff has reconciled these changes with the current rules of procedure for the Cleveland County's Board of Commissioners. The result is a set of rules that largely maintains the current rules of procedure while incorporating modern best practices. The new proposed rules have been edited to ensure they do not unnecessarily change any of the Board's current practices such as:

- The proposed rules maintain the practice of the County manager presiding over organization meetings in a year where the outgoing chair has lost his or her seat on the Board.
- The proposed rules maintain the practice of requiring a second on any motion.
- The proposed rules maintain the current rule that where a board member has not been excused from voting on a matter, that member's failure to vote is recorded as an affirmative.


Mr. Engstrom reviewed the following the PowerPoint to the Board.

Updated Rules of Procedure
CLEVELAND COUNTY BOARD OF COMMISSIONERS

**Cleveland County**
NORTH CAROLINA

Elliot Engstrom,
Deputy County Attorney
SEPTEMBER 17, 2019

Rules of Procedure
WHAT ARE THEY?

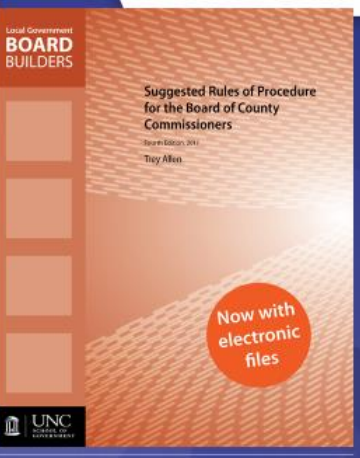
**Cleveland County**
NORTH CAROLINA

- G.S. 153A-41 authorizes the Board of Commissioners to adopt "its own rules of procedure."
- These rules can take a variety of forms.

BOARD OF COMMISSIONERS 2

Rules of Procedure
WHAT ARE THEY?

- School of Government publishes recommended rules of procedures.



Local Government **BOARD BUILDERS**


Suggested Rules of Procedure for the Board of County Commissioners
10th Edition, 2011
Troy Allen

Now with electronic files

UNC

BOARD OF COMMISSIONERS 3


Why update now?
A FEW HIGHLIGHTED CHANGES

**Cleveland County**
NORTH CAROLINA

- Board would benefit from UNC School of Government's expertise and editing process.
- Current rules are in paper form with references made in ink pen. Updating would simplify reading the rules.
- Proposed rules codify appointment process.
- Proposed rules clarify who may attend closed sessions.

BOARD OF COMMISSIONERS 4


Why update now?
THINGS NOT CHANGING

**Cleveland County**
NORTH CAROLINA

- Proposed rules maintain practice of the County Manager presiding over organizational meeting when necessary.
- Proposed rules maintain practice of requiring a second on any motion.
- Proposed rules maintain rule that where board member has not been excused from voting on a matter, that member's failure to vote is recorded as an affirmative.

BOARD OF COMMISSIONERS 5

Animal Services
CHANGES TO CHAPTER 3 OF CODE

**Cleveland County**
NORTH CAROLINA

- Questions?
- Action Requested:
 - Adopt the proposed rules of procedure by a majority vote.

BOARD OF COMMISSIONERS 6

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins and unanimously adopted by the Board to, ***approve the proposed rules of procedure as presented.*** (Full copy of the Rules of Procedure is filed in the Clerk's Office).

REAL PROPERTY TRANSACTION PLATO LEED ROAD

Chairman Allen recognized Greg Pering, County Engineer, to present the real property transaction for Plato Lee Road. Cleveland County owns parcel 58557 which is located between Washburn Switch Rd and Plato Lee Road. It is 46.9 acres of wooded and grass lands with a stream splitting the property. The suggested use of property is a shell building. The property is directly across from KSM Castings on Plato Lee and directly behind Clearwater Paper Site One. Cleveland County and the City of Shelby have partnered on several Shell Buildings such as:

- City and County completed Shell Building I in 2011
 - Schletter purchased 2012
- City and County completed Shell Building II in 2014
 - Ivar's purchased 2015
- City and County partner on Shell Building III plans in 2018
 - Greenheck Purchased in 2019

Cleveland County and the City of Shelby have discussed a partnership for Shelby Building IV. Benefits of this property collaboration include:

- New substation north of the property- minimal infrastructure improvements required
- Future 74 bypass entrance on Washburn Switch
- Phase I Environmental and Wetlands Delineation completed
- Property suitable for multiple shell buildings

As with the previous Shell Building partnerships, the City of Shelby will be the project manager. To manage the project, the property must be deeded to the City of Shelby. The City will purchase the property from Cleveland County for half of the purchase price of \$133,500. The following PowerPoint was presented to the Board.

**REAL PROPERTY TRANSACTION
PLATO LEE ROAD**

OVERVIEW

- ACREAGE: 46.906
- PURCHASE PRICE: \$267,000
- WOODED AND GRASS LANDS
- ZONING: HEAVY INDUSTRIAL
- NEIGHBORS:
 - KSM
 - CLEARWATER
 - MODERN DENSIFYING

BENEFITS OF DEVELOPMENT

- UTILITIES: NEW SUBSTATION NORTH OF PROPERTY
- FUTURE 74 BY PASS ENTRANCE ON WASHBURN SWITCH ROAD
- PHASE I ENVIRONMENTAL SITE ASSESSMENT COMPLETED
- WET LANDS DELINIATION COMPLETED
- CREEK SPLITTING PROPERTY
- PROPERTY SUITABLE FOR MULTIPLE SHELL BUILDINGS

SHELL BUILDING HISTORY

- 2009 City/County Purchased Foothill Commerce Center land equally
- Foothill Commerce Center officially opened in 2010 – NC Certified Site through NC Commerce
- City and County completed Shell Building I in 2011
 - Schletter purchased 2012
- City and County completed Shell Building II in 2014
 - Ivar's purchased 2015
- 2018- City and County partner on Shell Building III plans
 - Greenheck Purchased in 2019

**SHELL BUILDING IV
PROJECT DETAILS**

- Project equal partnership between the City of Shelby and Cleveland County
- City of Shelby- Project Manager
- Cleveland County Commissioners sell property to City of Shelby for ½ of purchase price- \$133,500
- Infrastructure Requirements- sewerline extension
- Interlocal agreement to be drafted between the City of Shelby and Cleveland County

CONCEPTUAL DRAWING

PROJECT TIMELINE

- December 2019– Bid Packets released to Pre-Qualified Contractors
- February 2020 – Bid Opening, 2:00pm at Shelby City Hall
- March 2020 – Construction Begins
- September 2020 – Estimated Substantial Completion Date

ACTION ITEM

Commissioners adopt resolution approving the sale of Parcel 58557 to the City of Shelby for a purchase price of \$133,500 and authorizes County Manager to develop interlocal agreement for construction of Shell Building IV

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins stated previous shell building agreements have resulted in good partnerships with the City of Shelby and this collaboration shouldn't be any different. Chairman Allen explained, with the continued growth of economic development, many of the bid packages received are looking for established shell buildings and the county has been very successful with those types of buildings.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously adopted by the Board to, *approve the resolution authorizing the sale of Parcel 58557 to the City of Shelby for a purchase price of \$133,500 and also authorizes the County Manager to develop an interlocal agreement for construction of Shell Building IV.*



ANIMAL SERVICES ORDINANCE

Chairman Allen called Deputy County Attorney Elliot Engstrom to the podium to present the Animal Services Ordinance. Should this ordinance be approved, Animal S will be moved from the Health D and will become a standalone department supervised by the County Manager's office. The Cleveland County Code of Ordinances currently designates the Health Director as the supervisor of animal services. The animal services director position is being changed to a department head level position. Certain changes must be made to the code of ordinances to accommodate this change including:

- Clarifying the difference between the animal services director and an animal control officer
- Shifting supervision of animal services from the health director to the animal services director, who will be a department head supervised by the county manager
- Creating an animal services advisory and appeals board to hear dangerous dog appeals and advise the Board of Commissioners on animal services issues
- Clarifying that the health director still must fulfill his or her statutory duties regarding rabies prevention

Mr. Engstrom reviewed the following PowerPoint to the Board.

Updates to Animal Ordinance
CLEVELAND COUNTY BOARD OF COMMISSIONERS

Elliot Engstrom,
Deputy County Attorney
SEPTEMBER 17, 2019

Animal Services
NEW DEPARTMENT

- Animal services is now a department of the County, rather than a unit of the Health Department.
- New animal services director reports to the County Manager, similar to:
 - Building inspections
 - Communications
 - Planning
 - Finance

BOARD OF COMMISSIONERS 2

Animal Services
CHANGES TO CHAPTER 3 OF CODE

- Clarifying the difference between the animal services director and an animal control officer;
- Shifting supervision of animal services from the health director to the animal services director;
- Clarifying that the health director must still fulfill his or her statutory duties regarding rabies prevention.
- Creation of animal services advisory and appeals board to hear dangerous dog appeals and advise the Board of Commissioners on animal services issues.

BOARD OF COMMISSIONERS 3

Animal Services
CHANGES TO CHAPTER 3 OF CODE

- Questions?
- Actions Requested:
 - Adopt the ordinance by a unanimous vote of all members.
 - Adopt the resolution creating the animal services advisory and appeals board by a majority vote.

BOARD OF COMMISSIONERS 4

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Whetstine commented on transitioning Animal Services to a stand alone department stating it was a good move since that department has increasingly grown in size and services to the community.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Whetstine, and approved unanimously by the Board to, *adopt the resolution creating the animal services advisory and appeals board and approve the Animal Ordinance changes.* (copy of lease found in Minute Book _____ page _____.)



Resolution

Resolution 19-2019

RESOLUTION CREATING CLEVELAND COUNTY ANIMAL SERVICES ADVISORY AND APPEALS BOARD (G.S. 153A-76; G.S. 153A-77(a); G.S. 67-4.1(a))

Whereas, N.C.G.S. § 153A-76 authorizes the Board of Commissioners to generally organize county government in order to promote the orderly and efficient administration of county affairs; and

Whereas, N.C.G.S. § 153A-77(a) authorizes the Board of Commissioners to appoint advisory boards composed of qualified and interested residents to study, interpret, and develop community support and cooperation in activities conducted by or under the authority of the Board of Commissioners; and

Whereas, N.C.G.S. § 67-4.1(c) requires the Board of Commissioners to designate a person or board to be responsible for determining when a dog shall be deemed "dangerous" and a separate board to hear any appeal;

Whereas, the Board of Commissioners have, through an ordinance passed on the same day as this resolution, designated the animal services director as the person to be responsible for determining when a dog shall be deemed dangerous;

Whereas, the Board of Commissioners is convened in a regular meeting;

Now Therefore Be It Resolved; the Cleveland County Board of Commissioners resolves that:

1. There is hereby created a Cleveland County Animal Services Advisory and Appeals Board composed of five (5) initial members, those members being the veterinarian member of the board of health, the assistant county manager, the senior staff attorney, the health director, and the optimization coordinator; and

2. The terms of the five initial members shall expire on December 31, 2019, before which time the Board of Commissioners shall provide by a separate resolution for the board's membership after that date;

3. The Cleveland County Animal Services Advisory and Appeals Board shall have the duties of (a) advising the Board of Commissioners on issues related to animal services and (b) hearing any appeals of dangerous dog determinations made by the animal services director.

Adopted this the 17th day of September, 2019.



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

Attest: Phyllis Nowlen
Phyllis Nowlen
Clerk to the Board

COMMISSIONER REPORTS

Commissioner Hardin – went to the Isothermal Planning and Development Commission work session on economic development. She and other Commissioners also attended the Parade of Table fundraising event for the Council on Aging.

Commissioner Bridges – advised September 17th is Constitution Day and reviewed the importance of this date.

Commissioner Hutchins – attended the HAM Radio Fest last weekend that was held at the fairgrounds. He also attended several other board meetings on which he serves and gave an updated on the upcoming Veteran's Day Parade and the Foothills Shooting Complex expansion project.

Commissioner Whetstine – walked in the Walk for Life fundraising event for the pregnancy resources center. He also attended several other fundraising events that benefit the community.

Chairman Allen – went to the American Red Cross building open house along with the other Commissioners.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Bridges made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, October 1, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.*

*Susan Allen, Chairman
Cleveland County Board of Commissioners*

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