

**Cleveland County Board of Commissioners**  
**January 19, 2021**

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

**PRESENT:** Doug Bridges, Chairman  
Deb Hardin, Vice-Chair  
Johnny Hutchins, Commissioner  
Ronnie Whetstine, Commissioner  
Kevin Gordon, Commissioner  
Tim Moore, County Attorney  
Brian Epley, County Manager  
Phyllis Nowlen, Clerk to the Board  
Kerri Melton, Assistant County Manager  
Allison Mauney, Human Resources Director  
Sherry Lavender, Tax Assessor  
Marty Gold, Information Technology Director  
Tiffany Hansen, Health Department Director  
Perry Davis, Emergency Management Director/ Fire Marshal  
Lucas Jackson, Finance Director  
Martha Thompson, Deputy Staff Attorney

**CALL TO ORDER**

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

**AGENDA ADOPTION**

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

**SPECIAL PRESENTATION**

**COVID-19 VACCINATION UPDATE**

Chairman Bridges recognized Perry Davis, Emergency Management Director and Fire Marshal to present the Emergency Management Update. On March 17, 2020, the Board of Commissioners declared a State of Emergency for Cleveland County. Per North Carolina General Statute 166A-19.22 an emergency area does not include municipalities inside the county which is approximately 50% of population. On March 10, 2020, North Carolina Governor Roy Cooper declared a State of Emergency. Since that declaration, 71 Executive Orders have been administered. On January 6, 2021, Governor Cooper issued Executive Order 188 which includes:

- Extension of Modified Stay at Home Order
- Phase 3 Capacity and Other Restrictions
- Sale and Service of Alcoholic Beverage Curfew

Mr. Davis introduced Tiffany Hansen, Health Department Director to present the COVID-19 Vaccination Update. Mrs. Hansen reviewed the current COVID-19 numbers in Cleveland County. To date there are 8,485 active COVID-19 cases in the county. The county data shows:

- Active.....552 (6.5%)
- Deaths.....172 (2.0%)
- Recovered.....7,761 (91.5%)

The following information and PowerPoint were presented to Board members.

## COVID 19 & VACCINATION UPDATE

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## Emergency Management Update

- 3/17/2020 - Board of Commissioners declared state of Emergency
  - Per N.C.G.S. 166A-19.22
  - Emergency Area Does Not Include Municipalities Inside County
    - Which is approximately 50% of population
  - Primarily Exercised to Ensure Financial Impact Tracking – FEMA
  - Not Enacted as a Legislative Ordinance
- March – Current
  - E.M. managed and coordinated PPE procurement & logistics
  - Coordination with Nation Guard
  - Active in County Incident Management Team
  - Monitor State EM Communication and Resources

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## Emergency Management Update

- 3/10/20.....Gov. Cooper Declared Emergency for North Carolina
- 3/10/20 – Current.....71 Executive Orders Administered
- 1/6/21 ..... E.O. 188 (highlights)
  - Extension of Modified Stay at Home Order
  - Phase 3 Capacity and Other Restrictions
  - Sale and Service of Alcoholic Beverage Curfew
- Local Govt by Ordinance can enact more stringent requirements – but would only be applicable in “Emergency Area,” and isn’t conducive to State Public Agencies or other Elected Bodies.

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## COVID19 Update

**County Data**

- Active.....552 (6.5%)
- Deaths.....172 (2.0%)
- Recovered.....7,761 (91.5%)

**TOTAL CASES Cleveland County**  
8,485

**MOLECULAR (PCR) POSITIVE CASES**  
7,971

**ANTIGEN POSITIVE CASES**  
514

PRESENTATION FOOTER

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## WHO

### A phased approach to distribution

Updated: January 14, 2021

- Health Care Workers and Long-term Care Staff and Residents** (ACTIVE GROUP)
- Older Adults** (ACTIVE GROUP)
- Frontline Essential Workers**
- Adults at High Risk for Exposure and Increased Risk of Severe Illness**
- Everyone**

Our goal is to vaccinate as many people as quickly as possible given the limited supply of vaccines. North Carolina moves through vaccination groups by aligning to federal priorities while empowering local health departments and hospitals with flexibility to move to the next priority group as they complete groups and have vaccines available.

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## A Closer Look.....

Group 1 - Healthcare Workers and Long Term Care Staff and Residents	Group 2 - Older Adults	Group 3 - Frontline Essential Workers	Group 4 - Adults at high risk of exposure and increased risk of severe illness	Group 5 - Everyone
<ul style="list-style-type: none"> <li>hospitals</li> <li>longterm care facilities</li> <li>outpatient clinics</li> <li>vaccination sites</li> <li>home health care</li> <li>public health clinical services</li> <li>emergency medical services</li> <li>mortuaries</li> <li>pharmacies</li> </ul>	<ul style="list-style-type: none"> <li>Adults 65 and older are eligible to be vaccinated in Group 2. There is no requirement to have certain qualifying chronic conditions.</li> </ul>	<ul style="list-style-type: none"> <li>The CDC defines frontline essential* workers as workers who are in sectors essential to the functioning of society and who are at substantially higher risk for exposure to COVID</li> <li>First Responders</li> <li>Education (teachers, support staff, daycare)</li> <li>Food &amp; Agriculture</li> <li>Manufacturing</li> <li>Corrections workers</li> <li>U.S. Postal service workers</li> <li>Public transit workers</li> <li>Grocery store workers</li> </ul>	<ul style="list-style-type: none"> <li>Anyone 16-64 years old with high-risk medical conditions that increase risk of severe disease from COVID-19.</li> <li>Anyone who is incarcerated or living in other close group living settings</li> <li>Essential workers not yet vaccinated</li> <li>Transportation and logistics</li> <li>Food Service</li> <li>Shelter &amp; Housing (construction)</li> <li>Finance</li> <li>IT &amp; Communication</li> <li>Energy</li> <li>Media</li> <li>Legal</li> <li>Public Safety (Engineers)</li> <li>Water &amp; Wastewater</li> </ul>	<ul style="list-style-type: none"> <li>Everyone who wants a safe and effective COVID19 vaccine</li> </ul>

\*CSA: Essential Critical Infrastructure Workers: <https://www.csa.gov/news/2020/08/18/csa-releases-updated-guidance-essential-critical-infrastructure-workers>

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## HOW

- Understanding who is in Group 2 (65 years and older)
  - Estimated 19,000 residents
- Utilizing multiple platforms of communication
  - Mail detailed Letters based on County Data Sets
  - Pop-Up Vaccination Clinics as Doses Allow scheduled [via phone & email](#)
- 750 vaccinations/day 3 times/week (as doses allocated)
  - Requires 28 staff – 6 days a week when including Booster

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## WHEN

<b>December 2020:</b> Present Plans to Board of Commissioners for distribution of COVID19 Vaccinations	<b>January 2021:</b> Prepare to vaccinate Group 1 and Group 2 populations within our Community (dependent on vaccine allocated)	<b>March 2021:</b> Prepare to vaccinate Group 3 within our Community (dependent on vaccine allocated)	<b>April 2021:</b> Prepare to vaccinate Group 4 within our Community (dependent on vaccine allocation)	<b>May 2021:</b> Prepare to vaccinate Group 5 within our Community (dependent on vaccine allocation)
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## WHERE

### Point of Distribution (POD) Model

Burns Middle School

Kings Mountain Intermediate School

Crest High School

Public Health Center

How are dose allocations determined by NCDHHS?

- Population
- Hospital Capacity
- Highest Daily Doses Administered
- Inventory on Hand

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## Inventory Management

12/23/2020	500
12/28/2020	100
1/4/2021	500
1/11/2021	200
<b>TOTAL COVID19 Vaccine Doses received by Cleveland County Health Department</b>	<b>1300</b>
<b>TOTAL COVID19 Vaccines Administered by Cleveland County Health Department</b>	<b>1250</b>
<b>% of COVID19 doses Administered</b>	<b>96%</b>

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Upcoming Inventory Management		Cleveland County NORTH CAROLINA	
Date	Location	2,500	
1/19/2021 –	Received Additional Doses	2,500	
1/20/2021 –	Crest High School	(750)	Phone/ Email Appt
1/21/2021 –	Health Department	(500)	Mailed Letter
1/22/2021 –	Health Department	(150)	Phone / Email
1/23/2021 –	Kings Mountain Intermediate	(850)	Letter
1/25/2021 –	Health Department	(250)	Phone
TOTAL COVID19 Vaccines Administered by Cleveland County Health Department		2,500	
% of COVID19 doses Administered		100%	

Summary . . . .		Cleveland County NORTH CAROLINA	
1.	<u>Focus on Communication &amp; Transparency.</u>		
	<ul style="list-style-type: none"> <li>Regular Updates to Board of Commissioners</li> <li>Scheduling a virtual platform meeting with County Pastors and Faith Leaders</li> <li>County Manager and Health Director will host a live stream <u>information forum</u> open to the public</li> </ul>		
2.	<u>Vaccination Effectiveness is Dependent on Vaccination Allotments.</u>		
	<ul style="list-style-type: none"> <li>Vaccinations doses have been very limited and extremely difficult to plan around</li> <li>The County has only been notified of our dosage allocation 36 hours before receiving</li> <li>We are prepared to administer &gt; 2,000 doses per week with adequate inventory</li> </ul>		
3.	<u>Volume is the Priority - Patience &amp; Structure is Paramount.</u>		
	<ul style="list-style-type: none"> <li>The County is anticipating an initial 65% vaccination engagement rate</li> <li>Requires communicating and physically touching 65,000 people twice (65,000 (x) 2 = 130,000) over 160 days</li> <li>(January–May) Average 812 contacts per day</li> </ul>		

QUESTIONS?

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Hutchins commented on North Carolina Governor Roy Coopers comments regarding the number of vaccinations available to counties throughout the state. Commissioner Hutchins inquired if the actual scheduling and doses are different than what the Governor has stated. Mrs. Hansen stated there is a little difference in the numbers. It is the understanding that the Department of Health and Human Services for the state actually receives doses on Thursday morning from the federal government who then contacts the counties to let them know the dose allocation they will be receiving. Commissioner Hutchins advised the County could work with the municipalities and use the reverse 911 system if needed to help spread the vaccination information to the residents of the county.

Board members thanked Mrs. Hansen, Mr. Davis, staff, the volunteers and everyone involved in the planning and distribution of vaccines to the citizens.

**CITIZEN RECOGNITION**

**Steve Padgett, 105 Monteith Lane, Shelby** –is the Director of the Small Business Center in Cleveland County and thanked Commissioners for the grant monies they made available to small business owners in the county. The State of North Carolina allocates roughly three million dollars for business owners across the state to provide free counseling and advice to small business owners during the COVID-19 pandemic. The counseling services and grant monies have saved small businesses from closing during the pandemic.

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

The Clerk to the Board included the Minutes from the **November 17, 2020 regular meeting and the December 7, 2020 Organizational Meeting**, in board members packets.

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

**UNSEALING CLOSED SESSION MINUTES**

The County has received requests for the accounts of certain closed sessions. Accounts of closed session are public records. However, they may be withheld from public inspection so long as such public inspection would frustrate the purpose of the closed session. Where public information is intermingled with confidential information, it is the duty of the government holding the records to separate the confidential and nonconfidential information. Pursuant to Rule 6(e) of the Board of Commissioners’ rules of procedure, minutes and general accounts of closed sessions may be unsealed by a majority vote of the Board of Commissioners or, for closed session that took place three or more years ago, by the Clerk, County Manager, and an attorney for the County. The following closed session minutes are being requested to be unsealed:

- January 19, 2016
- December 13, 2016
- February 26, 2018
- November 20, 2018
- June 18, 2019

**ACTION:** Commissioner Gordon made a motion, seconded by Commissioner Hardin, and passed unanimously by the Board to, *approve the unsealing of the closed session minutes.*

**TAX COLLECTOR’S MONTHLY REPORT**

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during *December 2020*.

TOTAL TAXES COLLECTED DECEMBER 2020				
YEAR	AMOUNT-REAL	AMOUNT-VEHI.	AMOUNT-GAP	COMBINED AMT
DEF REV	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$17,970,698.66	\$0.00	\$2,940.97	\$17,970,698.66
2019	\$55,871.05	\$0.00	\$0.00	\$55,871.05
2018	\$9,673.64	\$0.00	\$0.00	\$9,673.64
2017	\$5,908.66	\$0.00	\$0.00	\$5,908.66
2016	\$692.86	\$0.00	\$0.00	\$692.86
2015	\$547.43	\$0.00	\$0.00	\$547.43
2014	\$291.78	\$0.00	\$0.00	\$291.78
2013	\$487.93	\$130.78	\$0.00	\$618.71
2012	\$439.78	\$0.00	\$0.00	\$439.78
2011	\$772.63	\$0.00	\$0.00	\$772.63
2010	\$0.00	\$0.00	\$0.00	\$0.00
				<u>\$18,045,515.20</u>
TOTALS	\$18,045,384.42	\$130.78	\$2,940.97	\$18,048,456.17
DISCOUNT	\$0.29			
INTEREST	\$11,397.58	\$105.45	\$0.00	
TOLERANCE	(\$11.09)	\$0.00	\$2.42	
ADVERTISING	\$251.09	VEHICLE FEES	GAP BILL FEES	
GARNISHMEN	\$502.31	\$60.15	\$0.00	
NSF/ATTY	\$0.00			
LEGAL FEES	\$0.00			
TOTALS	\$18,057,524.60	\$296.38	\$2,943.39	
MISC FEE	\$38.23			GRAND TOTAL
TAXES COLL	\$18,057,562.83			\$18,060,764.37
	\$0.00			\$0.00
	\$18,057,562.83			\$18,060,764.37
TOTAL TAXES UNCOLLECTED DECEMBER 2020				
YEAR	AMOUNT-REAL	AMOUNT-VEHI.	AMOUNT-GAP	COMBINED AMT
2020	\$19,660,000.69	\$0.00	\$94,500.95	\$19,754,501.64
2019	\$1,393,237.73	\$0.00	\$0.00	\$1,393,237.73
2018	\$580,575.38	\$0.00	\$0.00	\$580,575.38
2017	\$341,343.03	\$0.00	\$0.00	\$341,343.03
2016	\$231,888.04	\$0.00	\$0.00	\$231,888.04
2015	\$165,757.20	\$0.00	\$0.00	\$165,757.20
2014	\$162,925.77	\$0.00	\$0.00	\$162,925.77
2013	\$117,855.56	\$61,195.19	\$0.00	\$179,050.75
2012	\$90,587.57	\$69,308.21	\$0.00	\$159,895.78
2011	\$67,396.63	\$52,640.96	\$0.00	\$120,037.59
2010	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00
	<u>\$22,811,567.60</u>	<u>\$183,144.36</u>	<u>\$94,500.95</u>	<u>\$23,089,212.91</u>





<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	\$28,851.00	
010.418.5.122.00		Board of Elections/Salaries-Wages PT	\$28,851.00	

*Explanation of Revisions: Budget allocation for \$28,851 in additional funds received from the North Carolina State Board of Elections as allocated by the North Carolina General Assembly to be used specifically for one-stop workers per day bonus of \$19.56. Cleveland County had a total of 1,475 bonus days for one-stop workers totaling \$28,851.*

**TRAVEL AND TOURISM: BUDGET AMENDMENT (BNA #039)**

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.422.4.350.22		Travel & Tourism/State Govt Grant-VisitNC	\$10,750.00	
010.422.5.700.00		Travel & Tourism/Grants	\$10,750.00	

*Explanation of Revisions: Budget allocation for \$10,750 in Budget Tourism Recovery grant funds awarded by Visitnc.com. These funds will be used for tourism recovery marketing related expenses.*

**SHERIFF'S OFFICE: BUDGET AMENDMENT (BNA #040)**

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.441.4.810.19		Sheriff's Office/Donat-Contrib Christmas	\$672.00	
010.441.5.790.19		Sheriff's Office/Donat-Contrib Christmas	\$672.00	

*Explanation of Revisions: Budget allocation to receive additional \$672 in donations received for the Sheriff's Office Christmas project for under privileged children and children who have been victims of crimes.*

**SHERIFF'S OFFICE: BUDGET AMENDMENT (BNA #041)**

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.441.4.810.19		Sheriff's Office/Donat-Contrib Christmas	\$5,000.00	
010.441.5.790.19		Sheriff's Office/Donat-Contrib Christmas	\$5,000.00	

*Explanation of Revisions: Budget allocation to receive additional \$5,000 in Community Grant funds received from Wal-Mart for the Sheriff's Office Christmas project.*

**REGISTER OF DEEDS: BUDGET AMENDMENT (BNA #042)**

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.619.4.991.00		ROD Automation/Fund Balance Appropriated	\$50,000.00	
010.619.5.490.00		ROD Automation/Professional Services	\$50,000.00	

*Explanation of Revisions: Budget allocation for \$50,000 from the Register of Deeds Automation and Preservation Funds fund balance to cover preservation of old books.*

**HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #043)**

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.533.4.310.00		Adult Health/Fed Govt Grant-ELC Enhancing Detection	\$194,969.00	
012.533.5.121.00		Adult Health/Salaries-Wages Reg	\$54,469.00	
012.533.5.240.00		Adult Health/Automotive Supplies	\$5,000.00	
012.533.5.370.00		Adult Health/Advertising-Promotions	\$15,500.00	

012.533.5.891.00	Adult Health/Emergency-Contingency	\$110,000.00
012.533.5.980.00	Adult Health/C-O Building	\$10,000.00

Explanation of Revisions: The Cleveland County Health Department has been allocated \$194,969 in funds from the North Carolina Department of Health and Human Services to assist with enhancing test capabilities and increasing response activities through testing, contact tracing with regards to the COVID-19 pandemic. Funds will be used to cover existing salaries/expenses. Also, a metal structure, repair and improvement for the current trailers and any additional COVID-19 response needs to support contract testing.

**REGULAR AGENDA**

**APPOINTMENT AND OATH OF CLEVELAND COUNTY TAX ASSESSOR**

The County's Tax Administrator, Chris Green has retired and per North Carolina General Statute 105-294, the Board of County Commissioners of each county shall appoint a county Tax Assessor to serve a term of no less than two but no more than four years. To be eligible for appointment, a county assessor must satisfy specific continuing education requirements for certification by the North Carolina Department of Revenue. Sherry Lavender has met all the statutory certification requirements by receiving her Assessor's certification on October 5, 2015 and her Collector's certification on April 27, 2016.

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously approved by the Board, *to appoint Sherry Lavender as the Cleveland County Tax Assessor for a period of four years.*

Phyllis Nowlen, Clerk to the Board administered the oath to Sherry Lavender for the office of Cleveland County Tax Assessor.

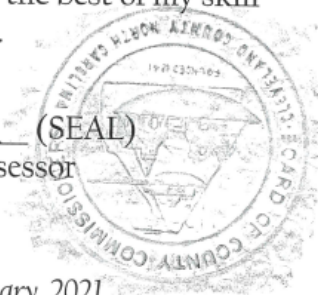
**OATH OF OFFICE**

I, *Sherry Lavender*, do solemnly swear (or affirm) that I will support the Constitution of the United States; so help me, God.

I, *Sherry Lavender*, do further solemnly and sincerely swear (or affirm) that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, *Sherry Lavender*, do further swear (or affirm) that I will faithfully and truly execute the duties of the office as the TAX ASSESSOR of Cleveland County according to the best of my skill and ability, according to law; so help me, God.

*Sherry Lavender* (SEAL)  
Sherry Lavender, Tax Assessor



Subscribed and sworn to before me this the 19<sup>th</sup> of January, 2021.

*Phyllis Nowlen*  
Phyllis Nowlen, Clerk to the Board  
State of North Carolina

**2020 LATE APPLICATIONS FOR EXEMPTION**

Chairman Bridges recognized Sherry Lavender, Tax Assessor to present the 2020 Late Applications for Exemption. There are three types of tax relief exclusions and deferral programs that are managed by Cleveland County’s Tax Office. Per North Carolina General Statute 105-282.1 every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. Had the applications been received on time they would be eligible for 2020.

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to approve the 2020 Late Applications for Exemption.*

2020 LATE APPLICATIONS FOR EXEMPTION / EXCLUSION / DEFERRAL  
Received prior to December 31, 2020  
as of January 19, 2021

Name	Parcel/Account	Type	Value Exempt/Deferred	Fiscal Impact (Co. Only)
Compass Aviation Inc	1310557	Charitable/Educational	\$ 347,500.00	\$ 1,980.75
Cleveland County Abuse Prevention Council Inc	50122	Charitable/Educational	\$ 702,906.00	\$ 4,006.56
Sandra Y Gossett	4741	DAV	\$ 45,000.00	\$ 256.50
Michael Wayne Long	52790	Eld/Dis	\$ 25,000.00	\$ 142.50
Freda Sellers	11255	Eld/Dis	\$ 69,934.00	\$ 398.62
Joe Phillip Putnam, Vivian Putnam	12349	Eld/Dis	\$ 52,078.00	\$ 296.84
Judy J Bowman	13793	Eld/Dis	\$ 74,466.00	\$ 424.46
Hope B Ward	38520	Eld/Dis	\$ 41,278.00	\$ 235.28
Phyllis Bell Brackett, Dewey Carroll Brackett	15478, M15478	Eld/Dis	\$ 29,447.00	\$ 167.85
Lillie Mae Crosby	6027	Eld/Dis	\$ 29,007.00	\$ 165.34
Wayne Yarbro, David Yarbro, Sherry Jenkins, Jerry Putnam	10612,10713,10714,10741	PUV	\$ 187,157.00	\$ 1,066.79
TOTAL			\$ 1,603,773.00	\$ 9,141.51

**DEBT REFUNDING PRELIMINARY RESOLUTION**

Chairman Bridges recognized County Manager Brian Epley to present the Debt Refunding Preliminary Resolution. The County has contracted with Davenport & Company LLC to secure a commitment for a direct bank loan evidenced by an Installment Financing Agreement to finance the relocation project of the Department of Social Services (DSS) into the Public Health Department building. Construction and renovation costs associated with this project are estimated to be approximately \$3.25 million. In addition to financing the project described above, the County is also considering refinancing certain existing debt obligations in the amount of \$35.6 million for the purpose of obtaining a lower interest rate. Consolidation of these existing debt obligations at the proposed 2.1% interest rate would result in savings of approximately \$1.7 million over the next ten years. Through this process, the County was able to obtain an offer from Capital One Public Financing, LLC to fund the Department of Social Services relocation project and refinance certain existing debt obligations. If the preliminary resolution is approved during the public hearing, it will allow the county to submit formally the full application to the Local Government Commission and will staff to continue to negotiate with Capital One Finance to work on closing the proposed transaction. This item will come back before the Board at the February 2, 2021 Regular Commissioners



Meeting for a final resolution of approval. The following information and PowerPoint were presented to Commissioners.

## 2021 Installment Refunding

## Existing Debt Analysis

10 Year Payout – 92%

Fiscal Year	County Government	School System	Total
2021	3,953,852	3,603,955	7,168,838
2022	2,966,306	3,550,127	6,518,455
2023	2,068,215	3,434,954	6,305,192
2024	2,670,577	2,320,243	4,992,944
2025	2,336,856	3,010,532	5,348,413
2026	1,868,334	2,896,188	4,766,548
2027	1,428,512	2,596,246	4,026,885
2028	1,389,223	2,476,275	3,867,526
2029	1,349,834	2,342,751	3,694,614
2030	1,310,415	2,244,033	3,556,308
2031	1,271,056	2,060,316	3,339,403
2032	1,231,697	1,027,457	2,261,156
<b>Total</b>	<b>\$ 24,255,087</b>	<b>\$ 30,563,077</b>	<b>\$ 54,818,482</b>

Debt to Assessed Value

Debt Service to Expenditures

## Organizational Financial Health

**Strengths AA-**

- Strong Financial Management, with “best practice” financial policies and practices.
- Strong budgetary performance.
- Very strong budgetary flexibility.
- Very strong liquidity.
- Very strong debt and contingent liability position.
- Very strong institutional framework score.

**Challenges**

- Weak economy, with market value per capita of \$ > 100,000 and projected per capita effective buying income at 76.5% of the national average

## Current Debt Obligations

Series Name	Collateral	Credit	Tax Status	Market	Issue Date	Final Maturity	Original Par Amount	Par Outstanding (As of 6/30/21)	Coupon Rate	Call Date	Call Price	Callability	Outside Coupon Range
1 Installment Purchase Contract, Series 2007	Communication Equipment	PC	Tax-Exempt	DBL	12/13/2007	12/13/2022	6,000,000	2,200,000	2.20%	Current	100%	1,200,000	2.20%
2 Installment Purchase Contract, Series 2009	County Detention Center	PC	Tax-Exempt	DBL	4/27/2009	4/27/2024	6,700,000	1,700,000	2.30%	Current	100%	1,500,000	2.30%
3 Limited Obligation 2008 Bonds, Series 2008	Shelby Middle School	LTB	Taxable	Public	6/10/2008	3/1/2030	15,170,000	4,340,000	4.700% - 5.070%	Current	100%	4,340,000	4.700% - 4.970%
4 Limited Obligation 2008 Bonds, Series 2008	Shelby Middle School	LTB	Taxable	Public	6/10/2008	3/1/2027	8,820,000	8,820,000	5.020% - 5.870%	Current	100%	8,820,000	5.020% - 5.870%
5 2010 PC, Series 2010	Community College Multi-Purpose Facility	PC	Taxable	DBL	6/12/2010	6/1/2025	12,650,000	4,630,000	4.80%	Current	101%	4,217,000	4.80%
6 2010 PC, Series 2010	Community College Multi-Purpose Facility	PC	Taxable	DBL	6/12/2010	6/1/2025	4,900,000	1,808,025	4.90%	Current	101%	1,843,000	4.91%
7 Installment Purchase Contract, Series 2011	North Shelby Specialty School / County Public Health Center	PC	Tax-Exempt	DBL	2/12/2011	6/1/2031	33,390,000	26,878,000	3.25%	9/1/2024	100%	21,784,000	3.25%
8 Installment Purchase Contract, Series 2019	Emergency Services Building	PC	Taxable	DBL	10/14/2019	6/1/2034	1,610,000	1,610,000	3.20%	Current	100%	1,610,000	3.20%
9 Taxable Installment Financing Contract, Series 2020	Steel Building / Underlying Land	PC	Taxable	DBL	4/15/2020	4/1/2030	5,900,000	5,900,000	2.10%	Current	100%	5,900,000	2.10%
<b>TOTAL</b>							<b>88,212,980</b>	<b>84,842,882</b>				<b>48,137,888</b>	

## Financing Recommendations

- Capital One Public Finance
  - Refinance all loans under consideration and refinance their existing 2017 installment purchase contract
  - 2.10% Tax Exempt
  - \$0 Bank Fees
  - Not Callable until 9/1/2029
  - Partial Pre-Payment is Permitted
  - No Term Extension
  - No Change in 10 Year Payout

## Debt Service Savings

FY	New Money Debt Service	Refunding Debt Service (Excluding 2017 Capital One)	Total	2017 Capital One Debt Service	Grand Total	2009 IPC (Tax Exempt)	2010 REEDB IPC (Tax Exempt)	2010A LOB (Tax Exempt)	2017 IPC Capital One (Tax Exempt)	2019 IPC Zions Bank (Tax Exempt)	Total
Bank Rate	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%	2.100%
2022	\$ 395,076	\$ 395,076	\$ 395,076	\$ 589,288	\$ 984,364	\$ 1,627	\$ 4,379	\$ 36,251	\$ 133,187	\$ 8,110	\$ 183,554
2023	385,349	1,603,819	1,989,165	2,176,176	4,165,341	1,573	5,092	36,289	133,175	8,355	184,485
2024	378,482	1,565,702	1,944,184	2,104,404	4,048,588	2,318	4,250	36,457	132,700	8,248	184,072
2025	371,615	1,594,460	1,966,075	2,632,125	4,598,199	-	4,493	36,625	132,732	8,121	181,970
2026	364,748	632,584	997,332	2,559,360	3,556,692	-	5,292	36,793	133,249	8,951	184,285
2027	357,881	207,675	565,556	2,487,121	3,052,676	-	-	36,972	133,241	8,772	177,985
2028	351,014	1,288,658	1,639,671	2,415,406	4,055,077	-	-	36,669	132,708	8,572	177,949
2029	344,147	1,247,311	1,591,457	2,342,238	3,933,695	-	-	36,804	133,629	8,352	178,784
2030	337,280	1,206,300	1,543,579	2,270,626	3,814,205	-	-	36,625	132,993	8,110	177,728
2031	329,423	1,155,765	1,485,188	2,198,570	2,643,758	-	-	-	132,801	8,837	141,638
2032	-	112,550	112,550	2,126,092	2,238,642	-	-	-	133,092	8,532	141,623
2033	-	109,355	109,355	-	109,355	-	-	-	-	8,206	8,206
2034	-	105,192	105,192	-	105,192	-	-	-	-	8,849	8,849
2035	-	102,061	102,061	-	102,061	-	-	-	-	8,460	8,460
2036	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 3,615,011</b>	<b>\$ 9,381,427</b>	<b>\$ 12,996,437</b>	<b>\$ 25,101,404</b>	<b>\$ 38,097,841</b>	<b>\$ 5,516</b>	<b>\$ 23,606</b>	<b>\$ 328,484</b>	<b>\$ 1,463,446</b>	<b>\$ 118,474</b>	<b>\$ 1,999,526</b>
NPV Savings						\$ (7,490)	\$ 5,222	\$ 267,097	\$ 1,298,851	\$ 103,253	\$ 1,866,934
% NPV Savings						-0.478%	0.124%	6.154%	5.843%	6.874%	4.923%

## Preliminary Finding Resolution & Installment Financing Contract Package Resolution

**Preliminary Finding Resolution, January 19, 2021**

Required Action Item - BOCC	Included for Consideration
Public Purpose Need – Hold Public Hearing	✓
Affordability Analysis	✓
Preliminary Approval of Capital One Public Finance	✓

**Installment Financing Contract Package Resolution – For Consideration February 2, 2021**

Recommended Action Item	Included for Consideration
Approve Financing Documents	2/2/2021
Approve Transactional Documents	2/2/2021
Authorize County Staff to Complete Closing	2/2/2021

## Recommendations

- Questions with 2021-01 Debt Refunding?
- Commissioner Action Required:
  - Approve or Deny:
    - Preliminary Financing Resolution / Local Government Commission Debt Application
    - Preliminary Approval of Capital One Public Finance

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Whetstine thanked Mr. Epley for the hard work and time that has gone in for the installment financing which will save the county money with the DSS relocation project. Commissioner Hutchins commented on the current condition of the Social Services building. Mr. Epley stated that building was built in the late 1960's and is post World War II type construction that is fully depreciated, has reached its end of use some time ago and has ongoing repair issues.

### ELECTRONIC TIME KEEPING

Chairman Bridges called Jeff Sedlacek, ICMA Management Fellow, to the podium to present the electronic time keeping. Following the approval from the Board of Commissioners in 2018 to select Keystone Information Systems as the county's enterprise resource planning system, it has been the goal to implement

electronic timekeeping within Cleveland County. County administration and human resources have made continual efforts to modernize operations through revising the personnel ordinance, payment in arrears, and standardized work weeks. These efforts have allowed staff to modernize operations and set the foundation to incorporate electronic timekeeping in the organization. In September of 2020, Cleveland County staff began the process to identify a timekeeping vendor. Staff members from several departments within the organization and the Cleveland County Sheriff's Office formed the Electronic Timekeeping Committee to identify, research, and lead the implementation of a system. Through a competitive bid process with extensive research on the bidders and their solutions offered, the committee has identified a system to implement within the organization. The following information and PowerPoint were presented to the Board.

**Electronic Timekeeping**  
BOARD OF COMMISSIONERS' MEETING

Cleveland County  
NORTH CAROLINA

JANUARY 19, 2021

**WHY?**

Cleveland County  
NORTH CAROLINA

- Cost Saving Measures**
  - Approximately 20 people's primary roll in the organization is managing timesheets
  - Increasing operational efficiencies
- Modernization of Human Resources**
  - Unifying the organization with one timekeeping system
  - Open communication between front-line staff, supervisors, and Human Resources
- Premier Employer**
  - Continued FLSA management for employees
  - Increasing transparency for time worked with employees

**Timeline**

Cleveland County  
NORTH CAROLINA

- 2018**
  - Transition to Keystone
- 2020**
  - 26 pay periods
  - Standard work week
  - Payment in arrears
- September 9**
  - Electronic Timekeeping Committee formed
- October**
  - Vendor research
  - RFQ team created
  - RFQ developed
- November**
  - RFQ opened for submissions
  - 5 bids submitted
  - Vendor product demonstrations

**Criteria**

Cleveland County  
NORTH CAROLINA

- User friendliness
- Reporting Accuracy
- Compatibility with Keystone
- Scheduling features
- Training/Customer service
- Return on investment
- Implementation before July 1, 2021

**Top Vendors**

Cleveland County  
NORTH CAROLINA

TimeClock Plus®  
a better sense of time.

UKG

**Comparisons**

Cleveland County  
NORTH CAROLINA

TimeClock Plus	UKG
<ul style="list-style-type: none"> <li>Phased rollout</li> <li>Bridges with Keystone</li> <li>Custom made training for employees</li> <li>Advanced scheduling features</li> </ul>	<ul style="list-style-type: none"> <li>Phased rollout</li> <li>Bridges with Keystone</li> <li>Self-taught training</li> <li>Advanced scheduling features</li> </ul>

**Cost Summary**

Cleveland County  
NORTH CAROLINA

TimeClock Plus	UKG
<ul style="list-style-type: none"> <li><b>Initial costs:</b> <ul style="list-style-type: none"> <li>Min: \$92,920.00</li> <li>Max: \$116,765.00</li> </ul> </li> <li><b>Recurring costs:</b> <ul style="list-style-type: none"> <li>Min: \$27,300</li> <li>Max: \$31,603.00</li> </ul> </li> <li><b>5-year contract</b></li> </ul> <p><b>Total: \$253,265</b></p>	<ul style="list-style-type: none"> <li><b>Initial costs:</b> <ul style="list-style-type: none"> <li>Min: \$114,000</li> <li>Max: \$126,000</li> </ul> </li> <li><b>Recurring costs:</b> <ul style="list-style-type: none"> <li>Min: \$85,500</li> <li>Max: \$97,500</li> </ul> </li> <li><b>5-year contract</b></li> </ul> <p><b>Total: \$ 613,500</b></p>

**Estimated \$800,000-\$1,000,000 in savings over 10 years**

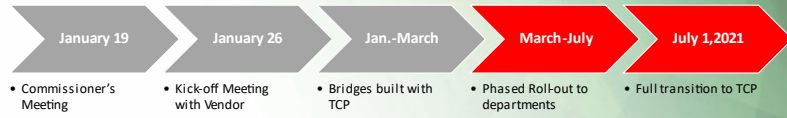
**TimeClock Plus**

Cleveland County  
NORTH CAROLINA

- Founded 1988
- Based in San Angelo, TX
- Customer based approach
  - Approachable and adaptable
- 3,500 government customers
- Three years on Deloitte Technology Fast 500



## Milestones



9

## Conclusion

FROM THE BOARD TONIGHT



- Approve TimeClock Plus for staff to begin contract negotiations
- Not approve TimeClock Plus
- Rebid RFQ

10

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner

Chairman Bridges asked if TimeClock plus would apply to all county employees including the Sheriff's Office, Emergency Medical Services, Health Department and Social Services. Mr. Sedlacek advised it would.

Commissioner Whetstine commented on the time frame to implement this system county wide by July 1, 2021.

Mr. Sedlacek stated it is an aggressive approach however, there has been much collaboration between departments, such as Human Resources, Finance and the Sheriff's Office to achieve this implementation goal.

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to approve the bid submitted by TimeClock Plus for timekeeping within the Cleveland County and Cleveland County Sheriff's Office.*

### TimeClock Plus OnDemand License Agreement

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of February 5, 2021 ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Cleveland County, North Carolina, with its principal office located at 311 E. Marion Street, Shelby, NC 28150 ("Client").

WHEREAS, TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

#### 1. Definitions.

1.1 "Active Employee" means an Employee that has not been marked as either terminated or suspended within the TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, worker, consultant, substitute, or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly Employee Fee" means TCP's then current fees applicable for each of Client's Employees based on the aggregated Permissions, to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This

fee may be prorated during the first month of the Initial Term, and may be prorated for the last month of the Initial Term.

1.11 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.13 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 "Subprocessor" means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement.

1.16 "TCP Services" means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 "Term" has the meaning set forth in Section 10.

1.19 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

#### 2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates, and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.



2.2.1 **Access.** Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 **Restrictions on Use.** Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees to neither allow nor attempt to allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, or transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

### 2.3 **Third Party Services.**

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("**Third-Party Platforms**") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("**APIs**") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

### 2.4 **Client Data.**

2.4.1 **General.** Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and

3.3 **Data Backup and Retention.** TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy, and all applicable data protection laws. Client will maintain its own data collection, disclosure, retention, and storage policies if and as required by applicable law.

4.1 **Biometric Data.** Neither TCP nor Client will collect Biometric Data from Client's employees under this Agreement.

4.2 **Requests.** Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data. Notwithstanding any other language in this Section 4.2, Client shall not be required to provide its Employees any further access to Client Data than required by N.C.G.S. § 153A-98 and other laws regarding county employee access to personal records.

4.3 **Assistance.** If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 **Client's Privacy Policy.** Client agrees to comply with all North Carolina laws regarding privacy policies, including laws as public records and personnel files.

### 5. **Confidential Information.**

5.1 Each Party (the "**Receiving Party**") acknowledges that it will have access to certain confidential information of the other Party (the "**Disclosing Party**") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "**Confidential Information**"). Notwithstanding any other language in this Agreement, the parties acknowledge that the Client is subject to North Carolina's laws governing public records, and that confidential trade secret information may only be withheld in response to a public records request as allowed by N.C.G.S. § 132-1.2(1).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party

Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 **Restrictions on TCP's Processing of Client Data.** TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without the express prior written instruction of Client. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 **Subprocessors.** TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy, and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are not less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all of the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

### 3. **Data Security.**

#### 3.1 **Security Standards.**

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical, and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 **Security Breach Notifications.** TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

transmitted the Confidential Information to the Receiving Party. Notwithstanding any other language in this Agreement, the parties acknowledge that the Client is subject to North Carolina's laws governing public records, and that confidential trade secret information may only be withheld in response to a public records request as allowed by N.C.G.S. § 132-1.2(1).

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee or by a valid public records request, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms, and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

### 7. **Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that, absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into the TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall renew for the term of this Agreement.

### 8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were



provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP at its offices in San Angelo, Texas, in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Permissions for each Active Employee. Client is responsible for Monthly Employee Fees for the maximum number of Active Employees who are made active during any calendar month. Client may add additional Employees or Permissions as desired each month, by paying the Monthly Employee Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employee who has been terminated or suspended.

8.3 Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set for in Section 8.6 of this Agreement, subsequent to first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in any consecutive twelve (12) month period and such increase shall not exceed two and a half percent (2.5%).

8.6 Client may prepay greater than one (1) year of TCP Services, and in doing so suspend any increase in Use Fees until expiration of the Initial Term. Subsequent to the Initial Term, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period and such increase shall not exceed two and a half percent (2.5%).

9. **Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state, or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term"), and then shall automatically renew for subsequent terms of the same length as the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term").

11. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty

right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP must provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP must promptly restore the TCP Services.

15. **TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties. TCP acknowledges that Client is a North Carolina County subject to all laws applicable to such entities.

16. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical, and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products as described with this Agreement will be performed in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement, and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL, AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

#### 19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, including North Carolina's constitutional limitations on indemnifications by North Carolina local governments, shall indemnify, defend and hold harmless TCP from and against any lawsuit, liability, loss, cost, or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against TCP arising from or related to Client's failure to comply with any

(60) days of filing. Notwithstanding the foregoing, if a material breach by either party, by its nature, cannot be cured, the non-breaching party may terminate this Agreement immediately.

12. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interest in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

#### 14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users, and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees. Notwithstanding any other language in this Section 14.1 or this Agreement, the parties acknowledge that Client is a North Carolina County subject to all laws applicable to such entities, and the parties further acknowledge that only the Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority shall be authorized to enter into, modify, or otherwise bind Client to this Agreement in any way.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the

applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to TCP of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect TCP other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend, and hold harmless Client from and against any lawsuit, liability, loss, cost, or expense actually incurred or suffered by Client of every kind and nature to the extent caused by or resulting from a third-party claim made against Client that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval, which shall not be unreasonably withheld. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. **Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim, unless such liability arises out of an intentional act of any of the TCP or any of its employees, officers, or agents.

21. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.



24. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. **Dispute Resolution.** For any dispute, controversy, or claims arising out of or relating to this Agreement or the breach, termination, interpretation, or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of at least two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. **Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of North Carolina, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than three (3) years after the cause of action has arisen.

30. **Additional Terms.** Additional Terms to ensure compliance with North Carolina law are attached hereto as Exhibit A and incorporated herein. To the extent the Additional Terms conflict with any provisions herein, the Additional Terms control.

**EXHIBIT A**

**ADDITIONAL CLEVELAND COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE**

**NON-APPROPRIATION:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E:** As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

**NOTE:** N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

**NORTH CAROLINA E-VERIFY CERTIFICATION: APPLICABILITY:** Pursuant to North Carolina Sessions Law 2015-294, the certification is applicable for all contracts entered into by Cleveland County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

**CERTIFICATION:** By signing and entering into this contract with Cleveland County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

**ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE:** I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

**NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS:** Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies, attached hereto. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

31. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

32. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

[Exhibit A and Signature Page Follows]

**VENDOR:**

Vendor Name: TIMECLOCK PLUS, LLC

Printed name of signor for Vendor: Derek McIntyre Title: COO

By: *Derek McIntyre*

Date: 2/2/2021

**CLEVELAND COUNTY:**

By: *Kevin Meek*  
County Manager/Assistant County Manager

Date: 2/2/21

**ATTEST:**

*Phyllis Nowlen*  
Clerk to the Board/ Deputy Clerk to the Board Date: 02/02/2021

**APPROVED AS TO FORM:**

*Martha R Thompson*  
Martha R Thompson,  
Deputy County Attorney Date: 2/2/21

The instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the NC General Statutes, also cited as "The Local Government Budget and Fiscal Control Act"

*Lucas Jackson*  
Lucas Jackson  
Finance Director Date: 2/2/2021

File: Contract TIMECLOCKPLUS, LLC





**PUBLIC RECORDS AND CONFIDENTIALITY:** The County is required to comply with North Carolina laws regarding public records and open meetings. Notwithstanding anything to the contrary in this contract, the County shall not be liable to any part for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party of the public at large, if such disclosure is made by the County in a good faith effort within its sole discretion to comply with any public records request or other applicable laws.

**CONSTITUTIONAL LIMIT ON INDEMNIFICATION:** The parties acknowledge and understand that an unlimited indemnification by the County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications by the County given to any party under this Contract shall be deemed to be given only to the fullest extent allowed by law.

**CHOICE OF LAW, FORUM, AND PRE-LITIGATION MEDIATION:** This Contract is made and entered into in Cleveland County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Washington County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Cleveland County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.

**CONSTRUCTION & HEADINGS:** No rule of construction shall apply against any party as the drafter of the Contract, which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract's terms and conditions.

**MERGER:** This Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.

**MODIFICATION:** No modifications of this Contract shall be valid unless reduced to writing signed by all parties hereto.

**SEVERABILITY:** The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization,

without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

**SIGNATURE WARRANTY:** Any party executing this Contract as a corporate or other legal entity represents to the parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

**ADDITIONAL LIMITATION OF SCOPE OF COUNTY INDEMNIFICATION:** If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only, and shall not be deemed to indemnify any part against claims or actions arising from any action or inaction of any other parties.

**WAIVER OF CONSEQUENTIAL/PUNITIVE DAMAGES:** Under no circumstances whatsoever shall any part be entitled to recover, and all parties hereby waive their right to seek, any direct, punitive, special, or consequential damages of any kind whatsoever, incurred in connection any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorney's fees associated therewith, shall be recoverable by such a prevailing party.

**SAVINGS PROVISION:** The County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within fifteen (15) days written notice thereof by the party alleging such default. If the County cures any default within that period, no breach of the Contract shall be deemed to have occurred.

**ELECTRONIC AND/OR DUPLICATE EXECUTION & ORDER OF EXECUTION:** The Contract may be executed in multiple counterparts, in which event such executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original.

**NOTE:** BY SIGNING THE CLEVELAND COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THESE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

**Uniform Guidance ("UG") Required Contract Provisions**

**APPLICABILITY:** UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Cleveland County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below. To the extent that the state or local provisions are more stringent than the federal requirements, if the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a831714099ec150bb2ac195&mcst=ue&n=odeep2.1.200&g=ndiv5&sp=2.1.200.1521.jl>

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935).

3 CFR Part, 1964-065 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of

\$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671c) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671c) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75868, Dec. 19, 2014]

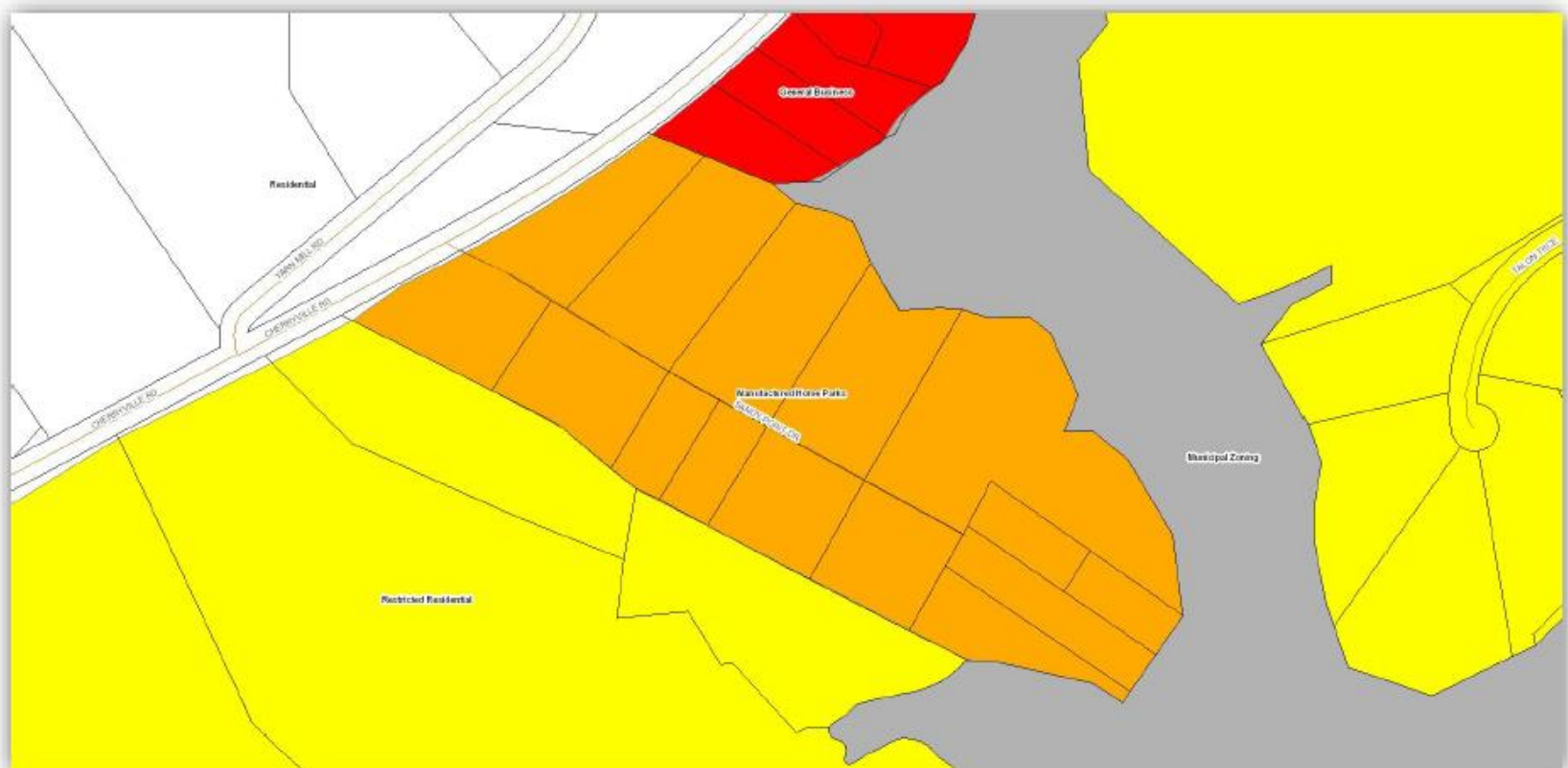


**PUBLIC HEARINGS**

**PLANNING DEPARTMENT – CASE 20-13: REQUEST TO REZONE PROPERTY ALONG SANDY POINT DRIVE ROAD FROM MANUFACTURED HOME PARKS (RM) TO RESTRICTED RESIDENTIAL (RR)**

Chairman Bridges called Chris Martin, Senior Planner, to the podium to present Case 20-13; Request to Rezone property along Sandy Point Road from Manufactured Home Parks (RM) to Restricted Residential (RR). This neighborhood is located on Highway 150 between the Town of Waco and the City of Shelby at Buffalo Creek, just North of Moss Lake. Landowners along Sandy Point Drive have requested the rezoning of fourteen parcels, totaling 32 acres, from Manufactured Home Parks (RM) to Restricted Residential (RR). The request has ten owners that have signed the petition, for a 71% signature rate. The surrounding uses are mostly single-family dwellings, with an approved eight unit manufactured home park located at 104 Sandy Point Drive. The zoning district in this area is Manufactured Home Parks along Sandy Point Drive, Restricted Residential (RR) to the south and east, Residential (R) to the West, and General Business (GB) immediately north. The Land Use Plan calls this area Future Residential. Restricted Residential (RR) allows for stick built and modular homes, as well as some other nonresidential uses like churches. Residents have expressed an interest in keeping this area for single family residential uses. The Planning Board voted unanimously to recommend approving the rezoning request from Manufactured Home Parks (RM) to Restricted Residential (RR). The board felt that the proposed rezoning would be compatible with the surrounding area as it would be an extension of an already existing zone. They also heard no opposition during the meeting. North Carolina General Statute 153A-341 requires that local government boards adopt a consistency statement showing that the decision it makes fits in with the land use plan or if not, is reasonable and has a public interest.

**Case # 20-13 Zoning Map**  
Sandy Point Drive  
Manufactured Home Parks (RM) to Restricted Residential (RR)  
15 Parcels 23.1 Acres



**Case # 20-13 Aerial Map**  
Sandy Point Drive  
Manufactured Home Parks (RM) to Restricted Residential (RR)  
15 Parcels 23.1 Acres



Chairman Bridges opened the Public Hearing at 6:55 pm for anyone wanting to speak for or against Case 20-13; Request to Re-zone property along Sandy Point Road from Manufactured Home Parks (RM) to Restricted Residential (RR) (*Legal Notice was published in the Shelby Star on Friday, January 8 and Friday, January 15, 2020*).

**Melissa Marlin, 122 Sandy Point Drive., Shelby** – spoke neither for or against the rezoning request. She inquired if the rezoning request was approved, how soon would it be effective and when would the new maps be published.

The Board asked Mr. Martin to respond. He stated, if approved, it would take affect immediately and the publishing of the maps would take about a month.

**Doug Barcklebag 170 N. Shore Drive, Shelby** – spoke neither for or against the rezoning request. He advised he is the owner of the first two lots and has all the necessary paperwork and permits to build a manufactured home park. He requested his two lots remain zoned for manufactured homes.

Hearing no further comments, Chairman Bridges closed the Public Hearing at 7:00pm.

Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if the rezoning request were to be approved, is there anyone in the neighborhood that is non-compliant on conforming. Mr. Martin advised there is. Planning staff has an approved application for a manufactured home park on the first two lots in the neighborhood. If rezoned, that use would be non-conforming, also commonly referred to as being “grandfathered” in. That property owner would still be able to use the property for the manufactured home park. The other lots in the neighborhood are either vacant or have single family dwellings on them.

Commissioner Hardin inquired what would be involved to keep the first two lots zoned as Manufactured Home Parks (RM) but rezone the remaining parcels as Restricted Residential (RR). Mr. Martin explained that the Board does have the option to rezone less than what was requested but they can not rezone more. If the two lots



were pulled from the application and remained Manufactured Home Parks (RM), then that property owner would have a different set of uses allowed versus the remaining property owners in the neighborhood. Commissioner Hutchins asked if the rezoning is approved, Mr. Barcklebag would then be grandfathered in, but would happen if a manufactured home needed to be replaced or if he wanted to expand the number of homes on the lots. Mr. Martin explained the property owner could replace older models or expanding on existing homes that are already on the lots. To add future homes, the owner would need to appear before the Board of Adjustment and ask for a Conditional Use Permit. Commissioner Hardin inquired if there was a limit on the number of manufactured homes that could be placed on the two lots. Mr. Martin advised the owner could place three homes per acre. The two lots are approximately three acres, so the owner could place a total of nine homes on the two lots.

Commissioner Whetstine stated it would be better to not rezone the front two parcels as they would be non-conforming to surrounding zoning areas. Commissioner Hardin asked if the manufactured homes are already on the lots and Mr. Martin replied they are in the process of being placed on the lots.

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to approve removing the two front parcels from the rezoning request and approve the remaining rezoning request.*

#### **INSTALLMENT FINANCING**

Chairman Bridges recognized County Manager Brian Epley to present the Installment Financing. Mr. Epley reviewed the previous information regarding the Debt Refunding Preliminary Resolution to finance the relocation project of the Department of Social Services (DSS) into the Public Health Department building. Reducing the interest rate to a 2.1% fixed rate with Capital One Public Finance will generate roughly 1.9 million dollars in savings over the maturity of the loan.

Chairman Bridges opened the Public Hearing at 7:06 pm for anyone wanting to speak for or against the Installment Refinancing. *(Legal Notice was published in the Shelby Star on Thursday, January 7, 2021).*

Hearing no comments, Chairman Bridges closed the Public Hearing at 7:07pm.

**ACTION:** Commissioner Gordon made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to approve the Preliminary Financing Resolution.*





## Resolution

01 - 2021

### Resolution Authorizing Pursuing an Installment Financing and Making Certain Findings and Appointments and Requesting Approval of the Local Government Commission

**WHEREAS**, Davenport & Company LLC ("Davenport"), on behalf of the County, has negotiated a commitment from Capital One Public Funding for the installment financing of a capital project and a number of refinancing's for the County, and the County wants to accept that proposal; and

**WHEREAS**, in order to secure required approval of the financing by the Local Government Commission of North Carolina, the County must make certain findings;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County as follows:

1. The Board hereby finds and determines in connection with the proposed installment financing agreement that (a) such proposed agreement is necessary or expedient to the County, (b) such proposed agreement, under current circumstances, is preferable to a general obligation bond issue of the County for the same purpose, (c) the sums estimated to fall due under such proposed agreement are adequate and not excessive for their proposed purpose, (d) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with the law, (e) any increase in taxes due to the proposed agreement are reasonable and acceptable, and (f) the County is not in default regarding any of its debt service obligations.
2. The Board hereby requests the Local Government Commission of North Carolina to approve such proposed agreement under Article 8 of Chapter 159 of the General Statutes of North Carolina. The Board appoints Davenport as financial advisor and Robinson Bradshaw & Hinson P.A. as special counsel for the transaction.

3. The Board hereby accepts the proposal of Capital One Public Funding and authorizes County staff to work and negotiate with that organization regarding that proposed agreement.
4. This Resolution shall become effective immediately upon its adoption.

**Adopted this the 19<sup>th</sup> Day of January, 2021.**

  
Doug Bridges, Chairman  
Cleveland County Board of Commissioners

**ATTEST:**

  
Phyllis Nowlen Clerk  
Cleveland County Board of Commissioners



## **BOARD APPOINTMENTS**

### **CLEVELAND COUNTY AGRICULTURAL ADVISORY BOARD**

**ACTION:** Commissioner Hardin made the motion, seconded by Commissioner Gordon, and passed by the majority of the Board (3 – 2), *to appoint Shelly George and Nelson Dellinger to serve as members of this board*, for a period of three-years, scheduled to conclude December 31, 2023.

### **CLEVELAND COUNTY COMMISSION FOR WOMEN**

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Gordon, and unanimously adopted by the Board, *to re-appoint Patty Alexander and appoint Sandra Baily to serve as members of this board* for a period of three-years, scheduled to conclude December 31, 2023.

### **CLEVELAND COUNTY PLANNING BOARD**

**ACTION:** Commissioner Hardin made the motion, seconded by Commissioner Gordon, and passed by the majority of the Board (3 – 2), *to appoint Jay Carpenter and Matthew Hord to serve as members of this board*, for a period of three-years, scheduled to conclude December 31, 2023.

## **COMMISSIONER REPORTS**

**Commissioner Gordon** – is eager to continue his onboarding as County Commissioner and thanked staff for all the assistance they have provided thus far.

**Commissioner Hardin** – attended several Zoom Meetings and is looking forward to returning to some type of normalcy sometime soon.

**Commissioner Hutchins** – has also attended several other board meetings via Zoom. He also spoke about the Cops and Kids Day that was held at the Foothills Public Shooting Range.

**Commissioner Whetstine** – echoed Commissioner Hardin’s comments.

**Chairman Bridges** – commented on the seriousness of COVID-19 and echoed the comments regarding Zoom Meetings.

## **ADJOURN**

There being no further business to come before the Board at this time, Commissioner Hutchins 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, February 2, 2021 at 6:00 p.m. in the Commissioners Chamber*.

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*Doug Bridges, Chairman  
Cleveland County Board of Commissioners*

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