

Cleveland County Board of Commissioners
November 15, 2022

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

PRESENT: Kevin Gordon, Chairman
Deb Hardin, Vice-Chair
Johnny Hutchins, Commissioner
Doug Bridges, Commissioner
Tim Moore, County Attorney
Brian Epley, County Manager
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Katie Swanson, Social Services Director
Martha Thompson, Chief Deputy Attorney
Chris Martin, Planning Director
Scott Bowman, Maintenance Director

ABSENT Ronnie Whetstine, Commissioner

CALL TO ORDER

Chairman Gordon called the meeting to order and Business Development Director Jason Falls provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

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

SPECIAL PRESENTATION

BOYS AND GIRLS CLUB

Chairman Gordon recognized Boys and Girls Club Executive Director Joshua Propst who will give an update on the local Boys and Girls Club (BCG). The mission of the BCG is to enable all young people, especially those who need support the most, to reach their full potential, as productive, caring, responsible citizens. They focus on academic success, good character/citizenship and healthy lifestyles. Five key elements for youth development include:

- Safe, Positive Environment
- Fun
- Supportive Relationships
- Opportunities and Expectations
- Recognition

Mr. Propst reviewed the BCG strategic goals that incorporate strengthening strategic partnerships, opening new club sites and ensuring every child in Cleveland County will have an affordable option for quality care during out-of-school time. The following information and PowerPoint were presented to Commissioners.

Opening Doors to Great Futures



Mission Statement



“To enable all young people, especially those who need us most, to reach their full potential, as productive, caring, responsible citizens”



What we are *NOT*



- Not a daycare
- Not a place for “bad kids”
- Do not take the place of family, school, church, etc.
- Not a “hand out” but a “hand up”



Formula For Impact



- Academic Success
- Good Character & Citizenship
- Healthy Lifestyles



5 Key Elements of Youth Development



- Safe, Positive Environment
- Fun!
- Supportive Relationships
- Opportunities and Expectations
- Recognition



Strategic Goals



- Strengthen our strategic partnerships
- Open new club sites in 2022- “Not just a Shelby club”
- “Every child in Cleveland County will have an affordable option for quality care during out-of-school time”



Then & Now...



- In Spring 2020, during Covid-19 pandemic, we began outreach into Kings Mountain by delivering meals
- Main Club, Teen Center and Graham Clubs operated remote learning sites during Covid-19 pandemic
- Fall 2020 we opened a remote learning center at Casar Elementary (served 56 kids in 1st year)
- Considerable participation led to a summer camp in Casar and new school year program in 2021



Academic Enrichment



Expanding Programs to New Areas (Casar Elementary)

Then & Now...



- In Late 2021 we investigated the potential of a Kings Mountain site. Initial interest was more than 80 kids.
- In January 2022 we began a program at North Elementary in Kings Mountain with 26 kids. (100% achieved "A/B" average grades!)
- Closed Graham Elementary site in May 2022
- Summer 2022 we partnered with Mt. Calvary Community Life Center to provide a "tween" camp.



Kings Mountain (North Elementary)



Then & Now...



- With the closing of Kidz Around, we reached out to Cleveland County Schools to find a way for every child to have after-school options.
- In August 2022 we opened new sites at Elizabeth, Springmore, Fallston, and Bethware Elementary Schools.
- Increased our membership by more than 150 kids.
- Now have clubs in every school zone.

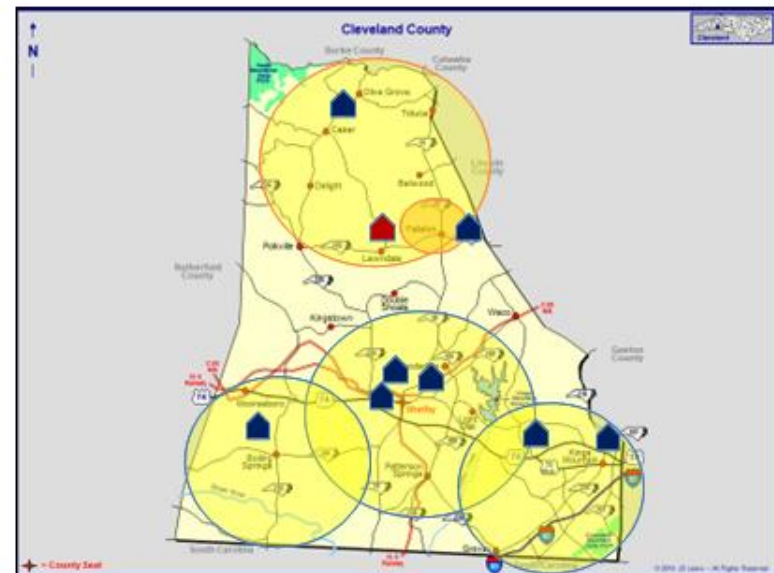


New Club Sites: Elizabeth Elementary Springmore Elementary Fallston Elementary Bethware Elementary

Club Site Plan 2022



- **ShelbyMain**- (412 W. Sumter St., Shelby)
- **ShelbyElementary**- (220 S. Post Rd., Shelby)
- **Mable Hamrick-Whisnant Teen Center**- (351 W. Sumter St., Shelby)
- **Casar Elementary**- (436 Schoolhouse Rd., Casar)
- **Fallston Elementary**- (112 Gary St., Fallston)
- **Springmore Elementary**- (616 McBrayer Homestead Rd., Boiling Springs)
- **Lawndale Teen Center**- (232 Main St., Lawndale)
- **North Elementary** (900 Ramseur St., Kings Mountain)
- **Bethware Elementary** (115 Bethware Dr., Kings Mountain)



Goals for each new program site



- 50 club members to charter with B&GCA
- Local Advisory Board
- Local Volunteers
- Community Partnerships
- Local Financial Support



How you can help



- Share the news
- Advocate / Share your Network
- Volunteer
- Make a personal gift
- Participate in a fundraiser
- Sponsor an event
- Serve of the Board of Directors



Questions?



GREAT FUTURES START HERE.



**BOYS & GIRLS CLUB
OF CLEVELAND COUNTY**



CONSENT AGENDA

TAX COLLECTOR'S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during **October 2022**.

TOTAL TAXES COLLECTED OCTOBER 2022			
YEAR	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
DEF REV	\$0.00	\$0.00	\$0.00
2022	\$2,477,978.68	\$3,524.44	\$2,481,503.12
2021	\$41,045.75	\$1,841.19	\$42,886.94
2020	\$16,938.40	\$913.88	\$17,852.28
2019	\$11,779.00	\$0.00	\$11,779.00
2018	\$15,980.42	\$0.00	\$15,980.42
2017	\$5,348.44	\$0.00	\$5,348.44
2016	\$2,541.29	\$0.00	\$2,541.29
2015	\$2,913.38	\$0.00	\$2,913.38
2014	\$2,046.41	\$0.00	\$2,046.41
2013	\$1,842.98	\$0.00	\$1,842.98
2012	\$0.00	\$0.00	\$0.00
			\$2,584,694.26
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TOTALS	\$2,578,414.75	\$6,279.51	\$2,584,694.26
DISCOUNT	(\$16.78)		
INTEREST	\$27,660.88	\$307.00	
TOLERANCE	(\$17.21)	(\$0.13)	
ADVERTISING	\$534.00		
GARNISHMENT	\$780.14	GAP BILL FEES	DEFERRED GAP
NSF/ATTY	\$579.94	\$42.56	\$0.00
LEGAL FEES	\$12,173.38		
TOTALS	\$2,620,109.10	\$6,628.94	
MISC FEE	\$0.00		GRAND TOTAL
TAXES COLL	\$2,620,109.10		\$2,626,738.04
	\$0.00		\$0.00
	\$2,620,109.10		\$2,626,738.04
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TOTAL TAXES UNCOLLECTED OCTOBER 2022			
YEAR	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
2022	\$38,766,991.07	\$147,852.05	\$38,914,843.12
2021	\$1,055,992.98	\$90,915.86	\$1,146,908.84
2020	\$668,858.77	\$46,988.09	\$715,846.86
2019	\$630,300.19	\$0.00	\$630,300.19
2018	\$326,300.88	\$0.00	\$326,300.88
2017	\$209,474.05	\$0.00	\$209,474.05
2016	\$154,161.09	\$0.00	\$154,161.09
2015	\$125,323.11	\$0.00	\$125,323.11
2014	\$127,348.29	\$0.00	\$127,348.29
2013	\$95,559.02	\$0.00	\$95,559.02
2012	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
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TOTAL UNCOLLECTED	\$42,160,309.45	\$285,756.00	\$42,446,065.45

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during **October 2022**. The monthly grand total of tax abatements was listed as (\$148,295.09) and the monthly grand total for tax supplements was listed as \$191,785.76.

SHERIFF'S OFFICE: BUDGET AMENDMENT (BNA #022)

ACTION: Commissioner Bridges 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>
010.443.4.991.00		State Forfeited Prop/Fd Balance Approp	\$7,000.00	
010.443.5.210.00		State Forfeited Prop/Departmental Supply	\$7,000.00	

Explanation of Revisions: Budget allocation for \$7,000 for the purchase of pistol pouches, belts and ammo.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #023)

ACTION: Commissioner Bridges 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>
012.530.4.540.00		General/Contracted Revenue	\$25,000.00	
012.530.5.311.00		General/Educ-Cert-Training	\$25,000.00	

Explanation of Revisions: Budget allocation for \$25,000 in awarded ARPA funds through the MOU with Cabarrus Health Alliance. Funds will be used for professional development to help grow the public health workforce.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #024)

ACTION: Commissioner Bridges 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>
012.538.4.310.00		Maternal Health/Federal Govt Grant-Infant Mortality	\$7,844.00	
012.538.5.581.00		Maternal Health/Awards-Incentives	\$7,844.00	

Explanation of Revisions: Budget allocation for \$7,844 in additional grant funds received for the North Carolina Department of Health and Human Services (NC DHHS) Infant Mortality Reduction program. Funds will be utilized to expand infant safe sleep practices education.

SHERIFF'S OFFICE: BUDGET AMENDMENT (BNA #025)

ACTION: Commissioner Bridges 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>
010.444.4.350.00		Detention Center/State Government Grants	\$175,000.00	
010.444.5.910.44		Detention Center/Capital Equipment Grants	\$175,000.00	

Explanation of Revisions: Budget allocation for \$175,000 in State Capital Infrastructure Fund (SCIF) grant funds for the purchase of security screening systems for the detention center along with computers and mobile radios.

PLANNING DEPARTMENT: REQUEST TO SETA A PUBLIC HEARING FOR TUESDAY, DECEMBER 13, 2022 FOR CASE 22-34: CONDITIONAL REZONING FROM RESIDENTIAL (R) TO GENERAL BUSINESS-CONDITIONAL USE (GB-CU) FOR THE PURPOSE OF OPERATING A PRINTING AND PACKAGING BUSINESS

Parcel 53979 is located at 2457 McCraw Rd. The property is approximately 6.46 acres, and currently owned by Ed's Pallet World Inc. The surrounding area is mostly rural residential in nature, including agriculture uses, single family residences, and a Volunteer Fire Department adjoining this property. The parcel has a commercial building built prior County wide zoning and has previously been used as a textile rug mill and warehousing and distribution of agriculture products. The Land Use Plan designates this area as Rural Preservation. It is expected for the area to retain its rural character.

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

PLANNING DEPARTMENT: REQUEST TO SETA A PUBLIC HEARING FOR TUESDAY, DECEMBER 13, 2022 FOR CASE 22-31; REQUEST TO REZONE HENDRICK LAKE ROAD FROM RURAL AGRICULTURE (RA) TO RESIDENTIAL (R)

The original public hearing was set for Tuesday, December 6, 2022. Parcel 35784, 35785, and 58603 is located on Hendrick Lake Road, east of Fallston Road. The parcels are approximately eight acres combined. They are currently zoned Rural Agriculture, and the applicant wishes for them to be zoned Residential. In June 2021 the Board of Commissioners rezoned 31 parcels just west of the applicant's parcels from Rural Agriculture to Residential. The surrounding area consists of mostly single-family residential uses. Surrounding zoning is Residential and Rural Agriculture. The Land Use Plan designates this area as the County's Secondary Growth Area.

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

PLANNING DEPARTMENT: REQUEST TO SET A PUBLIC HEARING FOR TUESDAY, DECEMBER 13, 2022 FOR CASE 22-32; REQUEST TO REZONE 4206 FALLSTON ROAD FROM RURAL AGRICULTURE (RA) TO RESIDENTIAL (R)

The original public hearing was set for Tuesday, December 6, 2022. Parcel 65342 is located at 4206 Fallston Road. The parcel is approximately three acres. It is currently zoned Rural Agriculture (RA), and the applicant wishes for it to be zoned Residential (R). In October 2021 the Board of Commissioners rezoned two parcels just north of the applicant's parcel from Rural Agriculture (RA) to Residential (R). The surrounding area consists of single-family residential uses and some commercial uses. Surrounding zoning is Residential (R) and Rural Agriculture (RA). The Land Use Plan designates this area as the County's Secondary Growth Area.

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

LEGAL DEPARTMENT: SALE OF COUNTY OWNED PROPERTY – PARCEL 62361

Albemarle U.S., Inc. has submitted a Letter of Intent (LOI) to Cleveland County to explore the feasibility of entering a contract to purchase the County's property located on Parkgrace Road in Kings Mountain with parcel number 62361. Albemarle's LOI contemplates a two-phase closing, due in large part to the fact that the County currently owns and operates the Kings Mountain Gateway Trail on the property. Albemarle proposes a process that involves moving the Gateway Trail to a replacement location.

Prior to closing, the County would have to advertise Albemarle's offer for upset bid pursuant to North Carolina General Statute §160A-2691. Assuming the County received no upset bids, the process can proceed. The LOI next contemplates a Phase I Closing, at which the County would receive one million dollars (\$1,000,000) cash in exchange for fee simple title to the property. The County would retain an easement on the property and be able to continue operating the Gateway Trail after this closing. Following Phase I Closing, Albemarle would secure rights in other property that would permit it to construct a new, relocated Gateway Trail in a replacement location.

During this period, the County would also work with its state and local partners to ensure all appropriate steps are taken regarding the movement of the Gateway Trail. Once Albemarle had secured a replacement location for the Gateway Trail, it will be required to design and construct Gateway Trail improvements in the replacement location. Albemarle is not necessarily required to complete this design and build process before the next phase can begin, but it is required to complete the design work and commence construction within a commercially reasonable period. Upon completion of the design and construction of the replacement trail, Albemarle would have no responsibility for ongoing maintenance of the Gateway Trail. Following Albemarle's securing of a replacement trail location, the parties would hold a Phase II Closing. At this time, the County would receive an additional one and one-half million dollars (\$1,500,000) cash in exchange for releasing all its rights and interests in the property, as well as any other property currently owned or subsequently acquired by Albemarle.

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Hardin, and unanimously approved by the Board to, *adopt the resolution authoring staff to begin the upset bid process for parcel 62361 and approve Albemarle's Letter of Intent.*



Resolution

31-2022

RESOLUTION AUTHORIZING UPSET BID PROCESS FOR COUNTY PROPERTY

Whereas, Cleveland County (the "County") owns certain property described as Cleveland County Parcel No. 62361, PIN 2594537820, located adjacent to Parkgrade Road in Kings Mountain (the "Property");

Whereas, N.C.G.S. § 153A-176 and N.C.G.S. § 160A-269 permit the County to sell property by upset bid, after receipt of an offer for the property;

Whereas, the County has received an offer from Albemarle U.S., Inc., (the "Buyer") to purchase the Property in the amount of \$1,000,000 payable immediately and \$1,500,000 payable following the relocation of portions of the Kings Mountain Gateway Trail (the "Gateway Trail") pursuant to the letter of intent approved alongside this resolution;

NOW, THEREFORE, the Cleveland County Board of Commissioners resolves that:

1. The Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of N.C.G.S. § 160A-269;
2. Once the buyer has deposited fifty thousand dollars (\$50,000) with the County Clerk, the County Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the County Clerk within ten days after the notice of the sale is published. At the conclusions of the ten-day period, the County Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a ten-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing or apply it towards the purchase price.
7. The Board of Commissioners must approve the final high offer before the sale is closed, which it will do within thirty days after the final upset bid period has passed.
8. The County reserved the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the County Manager is authorized to negotiate and enter a contract for sale of the Property with the Buyer containing terms substantially similar to those contained in the letter of intent executed alongside this resolution.

Adopted this the 15th day of November, 2022.

BY:

Kevin S. Gordon
Kevin S. Gordon, Chairman
Cleveland County Board of Commissioners

ATTEST:

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



October 19, 2022

Cleveland County
PO Box 1210
Shelby, NC 28151
Attn: Mr. Brian Epley
County Manager

RE: Letter of Intent to Purchase Cleveland County Tax Parcel No. 62361

Ladies and Gentlemen:

Albemarle U.S., Inc. ("Buyer") submits this non-binding letter of intent (this "Letter of Intent") to Cleveland County ("Seller") to explore the feasibility of entering into a contract (the "Contract") to (i) provide for the purchase in fee simple by Buyer from Seller of the approximately 6.46 acres of property owned by Seller adjacent to Parkgrade Road, Kings Mountain, NC, and assigned Cleveland County Parcel No. 62361, PIN 2594537820 (the "Property," as more particular described on Exhibit A attached hereto) and (ii) address various proposed understandings and agreements of Buyer and Seller.

The Kings Mountain Gateway Trail (the "Gateway Trail") currently exists within the Property and, pursuant to easements previously granted to Seller, within other property that currently is owned and/or leased by Buyer and/or Buyer's affiliates (as tenant) in Cleveland County ("Buyer's Current Property"). The current location of the Gateway Trail within the Property and within Buyer's Current Property is described on Exhibit B attached hereto.

This Letter of Intent contemplates a bifurcated transaction whereby (a) fee simple title to the Property will be conveyed by Seller to Buyer at an initial closing (the "Phase I Closing") for cash consideration to be paid by Buyer to Seller, and (b) a second closing (the "Phase II Closing") will occur after Buyer has secured legal rights that permit the construction and operation of a new, relocated Gateway Trail in a replacement location (the "Replacement Trail Location"), as set forth and described below in the paragraph entitled, "Phase II Closing." At Buyer's option, portions of the Replacement Trail Location may be aligned with portions of the current location of the Gateway Trail.

At the Phase I Closing, an easement will be reserved for Seller and its assigns across the Property to allow for the continued use and operation of the Gateway Trail (as currently located therein) until the Phase II Closing occurs. At the Phase II Closing, all easements, and other rights and interests in favor of Seller and encumbering (i) the Property, (ii) Buyer's Current Property, and (iii) any additional property acquired by Buyer and/or Buyer's affiliates in the interim period (including, without limitation, easements for the current location of the Gateway Trail) shall be quitclaimed and released by Seller, in exchange for (x) the grant to Seller of easement rights or, at Buyer's option, fee simple title rights allowing for Seller's use and operation of the Gateway Trail in the Replacement Trail Location once the Gateway Trail improvements are completed by Buyer in the Replacement Trail Location (the "Replacement Trail Rights"), (y) if and to the extent the design and/or construction of the Gateway Trail improvements in the Replacement Trail Location has not occurred as of the Phase II Closing, the surviving obligation of Buyer to complete the design and construction of the Gateway Trail improvements in the Replacement Trail Location, as described below, and (z) the payment by Buyer to Seller of additional cash consideration, as described below.

The following terms and provisions further explain the foregoing concepts.

Phase I Closing Purchase Price, Phase II Closing	\$2,500,000.00 in total present and future consideration payable as follows: (a) \$1,000,000.00 cash at the Phase I Closing (the "Phase I Closing Purchase Price"); (b) \$1,500,000.00 cash at the Phase II Closing (the "Phase II Closing Consideration"), to compensate Seller for the release of all easements and other rights and interests in favor of Seller and encumbering the Property, Buyer's Current Property and any
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Consideration, and Other Buyer Consideration:	additional property acquired by Buyer and/or Buyer's affiliates in the interim period (including, without limitation, easements for the current location of the Gateway Trail) and to defray operating expenses of the Gateway Trail improvements in the Replacement Trail Location. In addition to the total \$2,500,000.00 comprising the Phase I Closing Purchase Price and the Phase II Closing Consideration, Buyer shall be responsible for the design and construction of the Gateway Trail improvements in the Replacement Trail Location in a manner comparable to the Gateway Trail improvements existing as of the date of this Letter of Intent. Buyer estimates such design and construction costs it will incur will be approximately \$_____. If and to the extent the design and/or construction of the Gateway Trail improvements in the Replacement Trail Location has not been completed by Buyer as of the Phase II Closing, Buyer shall be obligated to (i) complete the design work within a commercially-reasonable period of time after the Phase II Closing and (ii) commence the construction of the Gateway Trail improvements in the Replacement Trail Location within a commercially-reasonable period of time after the Phase II Closing and thereafter diligently pursue the completion of the Gateway Trail improvements in the Replacement Trail Location, subject to delays resulting from matters beyond Buyer's reasonable control. Other than payment of the Phase II Closing Consideration, Buyer shall have no obligations regarding the on-going maintenance of the Gateway Trail improvements in the Replacement Trail Location.
Earnest Money Deposit:	In accordance with N.C.G.S. § 160A-269 (as applied to Seller by N.C.G.S. § 153A-76), once Seller accepts Buyer's offer as represented by this Letter of Intent, Buyer shall, within three (3) business days after the acceptance, deposit an earnest money deposit of \$50,000.00 (the "Deposit") with the Cleveland County Clerk of Court. If a qualifying upset bid is made during the 10-day upset bid period (the "Upset Bid Period") following Seller's acceptance of Buyer's offer, then the Deposit shall be returned to Buyer. If a qualifying upset bid is not made during the Upset Bid Period, then the Deposit shall be held in escrow in the Clerk's Office of Cleveland County until the Phase I Closing occurs, at which time the Deposit shall be applied to the Phase I Closing Purchase Price. If (i) Buyer and Seller fail to reach agreement regarding the Contract, and fail to execute and deliver the Contract within one hundred twenty (120) days after the Upset Bid Period expires with no qualifying upset bid having been properly entered, or if, (ii) following the execution of the Contract, Buyer terminates the Contract during the Due Diligence Period (as defined below), then the Deposit shall be returned to Buyer by Seller.
Due Diligence Period/Access:	Buyer will have a period of forty-five (45) days following the full execution and delivery of the Contract to review all matters pertaining to the Property, including, but not limited to, soil conditions, environmental conditions, condition of title, zoning, survey, and any encumbrances on the Property. From the execution of this Letter of Intent by Seller and Buyer through the date of the Phase I Closing, Buyer and its agents, representatives and contractors shall be entitled to enter upon the Property to conduct Buyer's desired tests and inspections relating to the Property. Buyer shall not cause any disruption to the operation of the Gateway Trail in connection with such investigations.
Property Information:	As soon as practicable, but in no event later than the execution of the Contract, Seller shall deliver to Buyer a copy of all non-proprietary information and documentation prepared by or on behalf of Seller or in Seller's possession or control which is relevant to the acquisition, ownership, operation and/or development of the Property, including, any title insurance commitments and policies or and title examination reports for the

	Property, any information relating to environmental or other physical conditions in respect to the Property, any surveys of the Property and any relevant information or documentation relating to any permits, approvals, or entitlements for the Property.
Phase I Closing:	The Phase I Closing shall occur on a date selected by Buyer and reasonably approved by Seller within ninety (90) days after the expiration of the Due Diligence Period, subject to liquidated damages in favor of Seller (i.e., the Deposit) if Buyer fails to consummate the Phase I Closing for any reason other than Seller's default.
Phase II Closing:	Once the Replacement Trail Rights have been secured by Buyer, Buyer thereafter at any time shall be entitled to give Seller written notice of such fact and of Buyer's election to proceed with the Phase II Closing (the "Phase II Closing Notice"), in which case the Phase II Closing shall occur within sixty (60) days after the Phase II Closing Notice is given by Buyer to Seller. Provided, however, (i) if the Phase II Closing has not previously occurred, the Phase II Closing shall occur within sixty (60) days after the Replacement Trail Rights have been secured by Buyer and Buyer has completed the design and construction of the Gateway Trail improvements in the Replacement Trail Location, and (ii) in any event, if it is to occur, the Phase II Closing must occur within ten (10) years after the date on which the Phase I Closing occurs.
Closing Costs:	Buyer will cover all normal and customary commercial real estate closing costs associated with the Phase I Closing and the Phase II Closing, with the exception of attorney's fees for Seller.
Future Road Closures and Utility Easement Terminations:	Upon Buyer's request and as additional Seller consideration for Buyer's obligations, Seller shall agree to cooperate diligently, reasonably and in good faith to facilitate (to the extent within Seller's purview or control) the closure and abandonment of public roads (to include instituting relevant legal proceedings if the road is within Cleveland County's relevant territorial jurisdiction) for any public road (or segment thereof) that is abutted solely by and solely serves Cleveland County properties under the ownership of Buyer or Buyer affiliates, provided the closure and abandonment of such public road would not deprive any other owner of property adjacent to such public road a reasonable means of ingress and egress to that other owner's property. The intention and objective of the immediately preceding sentence is to allow Buyer and Buyer's affiliates to secure the closure of such public roads (or segments thereof) in a manner that will cause the fee simple ownership of such public road rights-of-way to be transferred to Buyer and/or Buyer's affiliates that own the adjacent properties. Seller also shall agree to cooperate diligently, reasonably and in good faith to facilitate (to the extent within Seller's purview or control) the termination and abandonment of public utility easements on Buyer's property in Cleveland County (including within any public roads, or segments thereof, that are closed and abandoned and that become Buyer's property as contemplated in the immediately preceding sentence) as identified and requested by Buyer, provided the termination and abandonment of such easements can be accomplished without depriving any other owner of property adjacent to Buyer's property of the use of such utilities.
Contract:	Buyer and Seller shall negotiate diligently and in good faith in an effort to enter into the Contract within sixty (60) days following the date on which the Upset Bid Period expires with no qualifying upset bid having been properly entered provided such sixty (60) day period may be mutually extended by agreement of Buyer and Seller. The Contract shall incorporate the terms and conditions included in this Letter of Intent for both the Phase I Closing and Phase II Closing and will incorporate such other terms and conditions as are mutually agreed. The Contract shall initially be drafted by Buyer's counsel for review by Seller and Seller's counsel.

Brokerage:	Seller and Purchaser warrant to each other that they have not dealt with any brokers in connection with this contemplated transaction.
Property Off the Market:	Provided no qualifying upset bid is received by Seller during the Upset Bid Period, Seller shall not enter into any negotiations or agreements with third parties regarding any sale or disposition of the Property from the end of the Upset Bid Period to the execution of the Contract. The Contract shall contain a comparable provision barring Seller from entering into any negotiations or agreements with third parties regarding any sale or disposition of the Property from the date of the execution of the Contract through the Phase I Closing.
Warranties, Etc.:	Seller is selling the Property "as is," and the Contract shall contain normal and customary representations, warranties and covenants of Seller and Buyer (to be negotiated as part of the Contract) included in commercial real estate purchase and sale agreements for comparable commercial property "as is" sale transactions in the greater Charlotte area.

Except for the provision in the paragraph above entitled, "Property Off the Market" (which paragraph is intended to be, and shall be, binding), this Letter of Intent (i) is intended only to outline business terms and conditions and is not intended to be binding upon either of the parties and (ii) shall not be construed as a binding agreement in any way, shape, or form. Accordingly, neither Buyer nor Seller shall be liable to the other party for any breach of the terms hereof (except for the provision in the paragraph above entitled, "Property Off the Market") or for failure to execute and delivery a definitive Contract. Except for the provisions in the paragraph above entitled, "Property Off the Market," only a fully executed Contract shall be deemed binding on the parties hereto.

Sincerely,



John Gifford
Senior Director of Global Real Estate and Facilities
Albemarle, U.S., Inc., a Delaware corporation

SELLER:

The foregoing is agreed to and accepted as of the 15th day of November 2022.

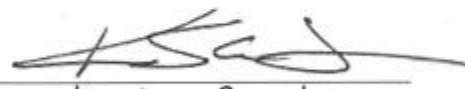
By: 
Name: Kevin Gordon
Title: Chairman

Exhibit A

Property Description

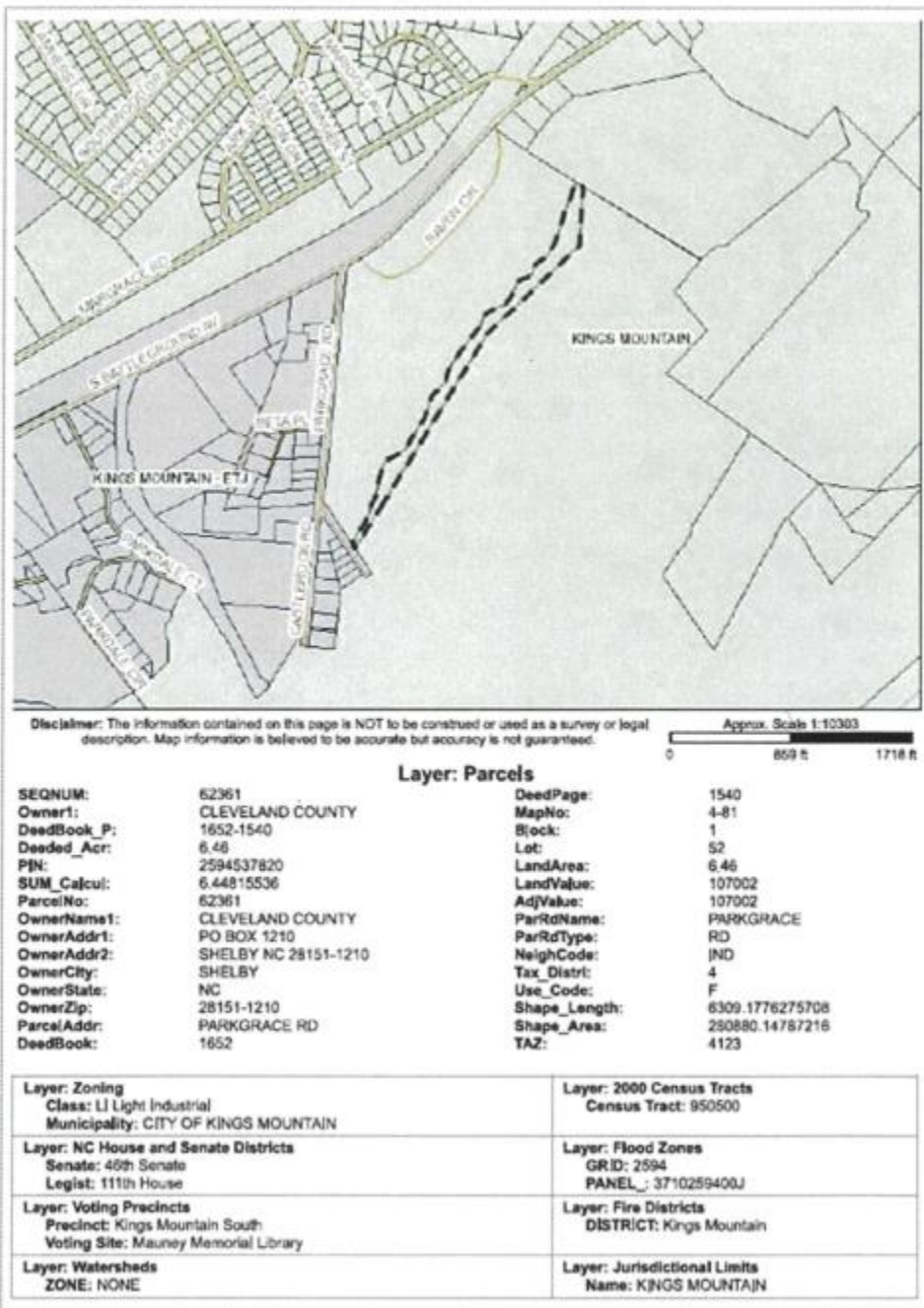
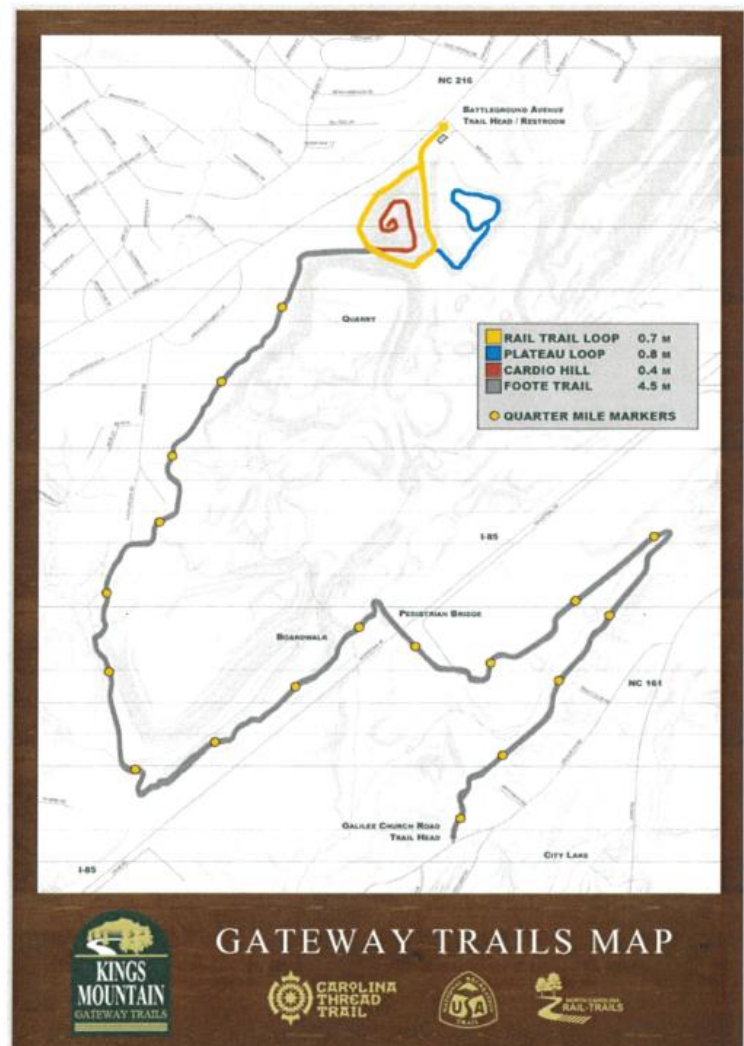


Exhibit B

Current Location of Gateway Trail Within the Property and Within Buyer's Current Property



COMMISSIONERS: RESOLUTION CHANGING THE REGULAR COMMISSIONER MEETING SCHEDULE

ACTION: Commissioner Bridges made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to adopt the following resolution:*



REGULAR AGENDA

SOCIAL SERVICES UPDATE AND DIRECTOR'S REPORT

Chairman Gordon called Social Services Director Katie Swanson to the podium to present the Social Services update and Director's report. During the 2020 COVID-19 pandemic, staff saw a decrease in reporting because children were isolated, not seeing teachers, doctors, friends and family who are usually the individuals making those reports. During 2022, Social Services saw not only an increase in the number of accepted reports, but also more serious responses to incidents missed through the two-year pandemic. A similar trend is also seen regarding the number of children in foster care. Social Service investigators work hard to place children in a safe environment with other relatives and do least reach restrictive ways of caring for those children. By doing this, it decreases the number of children brought into Social Services custody. Children in social services system do not always have good outcomes and investigators do all they can to prevent children from going into social services custody. Staff was seeing the same trend in Child Protective Services and expects this inclination to decrease and level out over the next few years. Adoption completions are on the same trajectory as Child Protective Services which demonstrates adoption stays about two years after children enter care. Staff expects to see an increase in adoption beginning in 2023.

Next, Ms. Swanson spoke about Adult Protective Services division in Social Services, which serves not only the aging population but anyone over the age of 18 years old. Like Child Protective Services, Adult Protective Services as seen an increase in reports and those continue to grow. More criteria met reports are being received for younger adults due to the opioid epidemic, mental health needs and challenges. Cleveland County is a Tier I county with a steady increase of Medicaid recipients. Anyone who became eligible during the pandemic has not been removed from eligibility, even if they no longer meet the criteria. They will not be removed until the Federal Emergency ends which will be sometime in Spring 2023. When Social Services must start recertifying people, the number of Medicaid recipients in the county will continue to increase.

The Department of Social Services operates on a \$20.6MM budget with most of the funding coming from federal and state governments. When doing a comparison of like size and like counties to the county's demographics, Cleveland County has 100,000 people but Medicaid eligibility is much higher than peer counties at 14% higher than the average for peer counties. This component adds to the need for more full-time employees (FTE) in the Social Services department. Despite the challenges, Social Services is operating at a very high efficiency. Ten years ago, the Social Services budget was \$21.3MM, now the department operate on about three quarters of a million less than it did then. This data represents the efficiency of operation has positively increased and this can be contributed to doing zero based budgeting and operational efficiency.

Ms. Swanson transitioned to Social Services personnel, first noting the turnover rate in that department. She noted this issue was not unique to Cleveland County. Counties across the state are having the same staffing difficulties. The State of North Carolina has done a recruitment campaign for Social Services. Data shows less people coming out of school, both at the college and graduate level, and community college level that are interested in social services jobs. Several strategies have been implemented to assist staff and make the workload will be more manageable. These strategies include:

- Workload
 - Pay and Class Comparisons
 - Part-time Positions
 - Contract Workers
 - Transportation Specialists
- Performance Development
 - Director's Practice Academy
 - 2021 and 2022 Leadership Academies
 - Conference Forms and Feedback Session

Recruitment strategies include:

- Statewide Recruitment Campaign
- Competitive Pay Range
- Job Fairs
- Streamlined Interview and Hiring Process

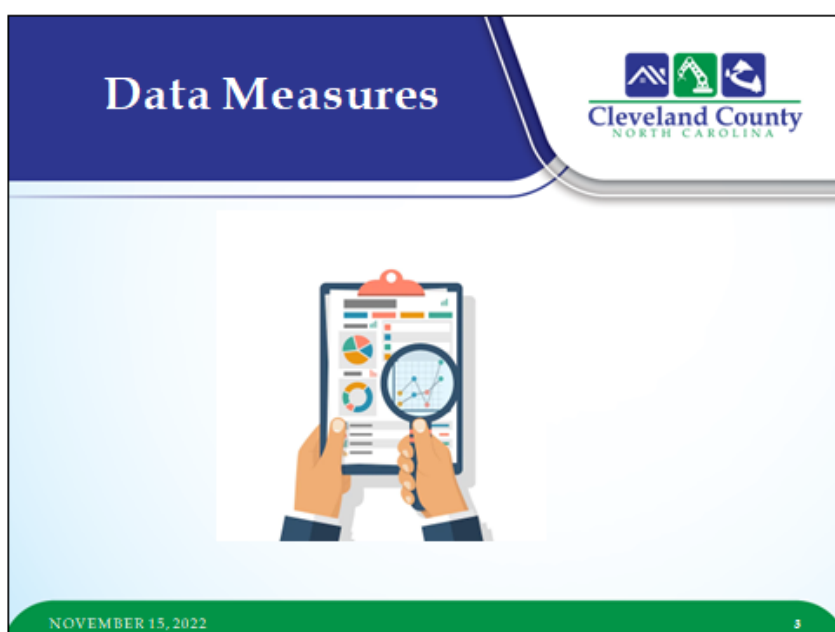
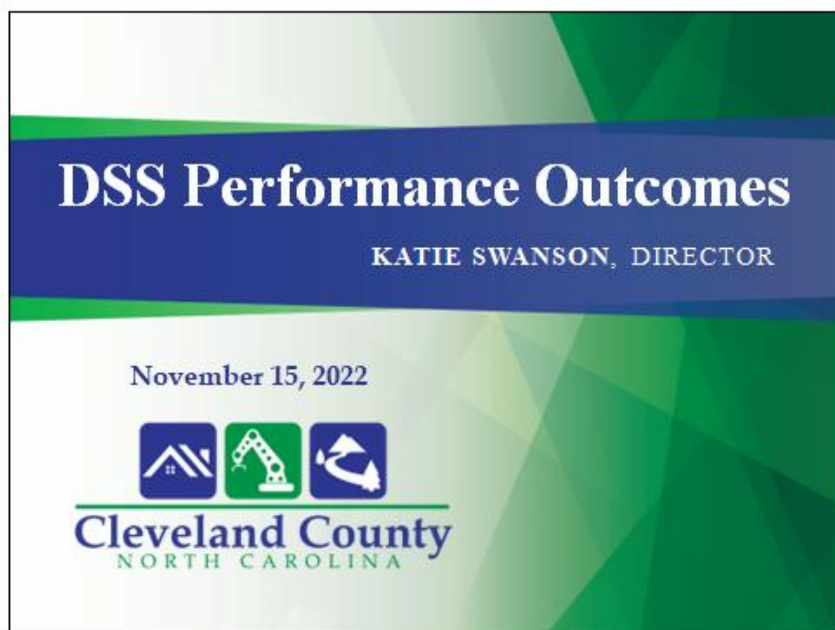
Next, Ms. Swanson spoke about operational goals for Social Services. The Board was reminded in 2018, the state of North Carolina sent a Memorandum of Understanding (MOU) regarding funding to all counties that included 14 metrics that must be meet every year to demonstrate performance. The county's Social Services

Department are meeting all those metrics. Staff has implemented internal controls to assist with quality improvement. A program manager and supervisor were brought in to assist with quality assurance. Prior to September 2021, Social Services was relying on the state to complete their reviews and give feedback. Staff now has targeted reviews to assist with managing important areas such as:

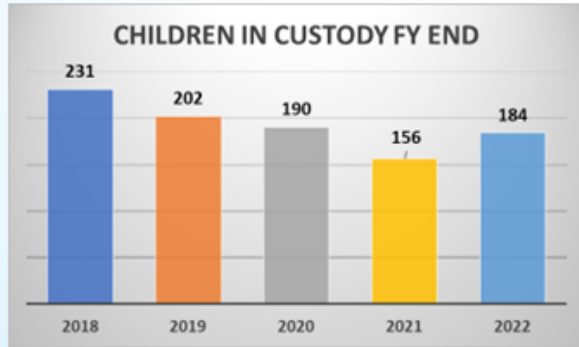
- Report Screening Decisions
- Safety Assessment
- Case Decisions
- Case Planning
- Regular Contacts

Another department operational goal is to go paperless. Staff began working on a document imaging system and with help from the Information Technology Department (I.T.) and have been slowly moving to a paperless system. The goal is to become a paperless department by 2024. There has also been technology innovation to assist Social Services to be more effective and efficient. Some of the innovations include use of iiReception software which connects the entire agency under one software. The department has moved to a cloud based AS400 (case management system for services and Child Support). Social Services case management systems has been upgraded to a cloud-based system that aids staff to be more mobile and in the field. Staff has recently purchased a payment system for foster care payments to enhance the departments efficiency, reduce errors and maximize benefits. This new system will ensure foster parents are receiving their funds.

Ms. Swanson then spoke about the Social Services and Health Department co-location project advising the child support division has moved into the Health Department. She reviewed the rest of Social Services building transition timeline. The following information and PowerPoint were presented to the Commissioners.

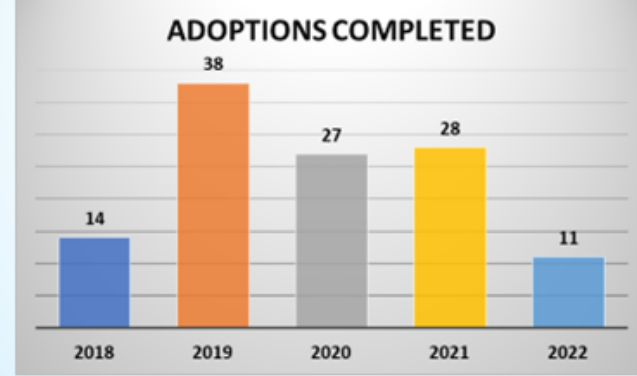


Foster Children in DSS Custody



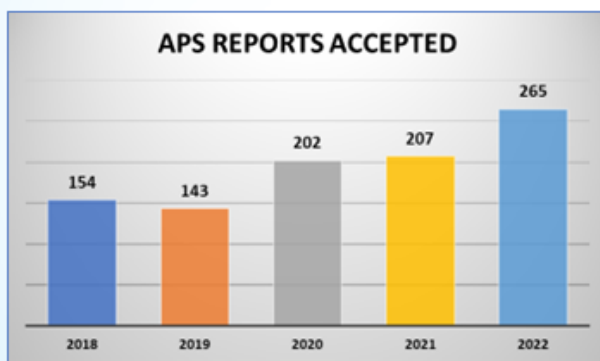
NOVEMBER 15, 2022

Child Permanence



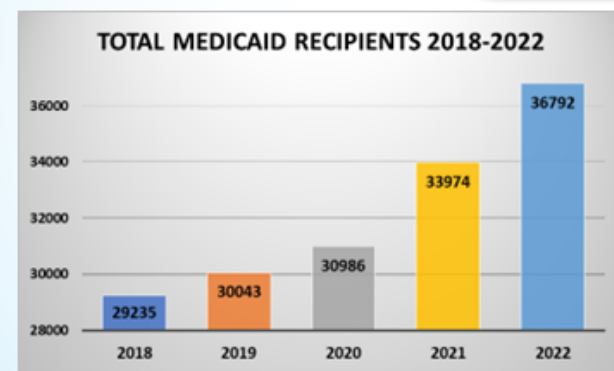
NOVEMBER 15, 2022

Adult Protective Services



NOVEMBER 15, 2022

Economic Services-Medicaid



NOVEMBER 15, 2022

DSS Budget Performance



NOVEMBER 15, 2022

FY 2022 Budget



Total Budget \$20.6 MM

NOVEMBER 15, 2022

Peer Comparisons



Peer Counties

Henderson
Moore
Rowan
Rockingham
Burke
Nash
Lincoln
Craven

	Cleveland	Peer Counties
Population	100,814	101,478
Medicaid Eligibility	37%	23%
FTEs	205	158

NOVEMBER 15, 2022

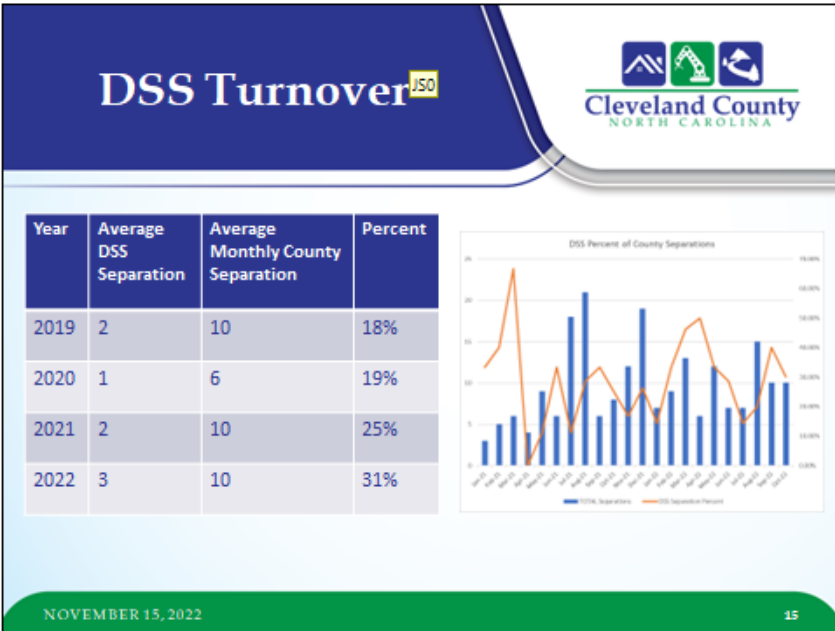
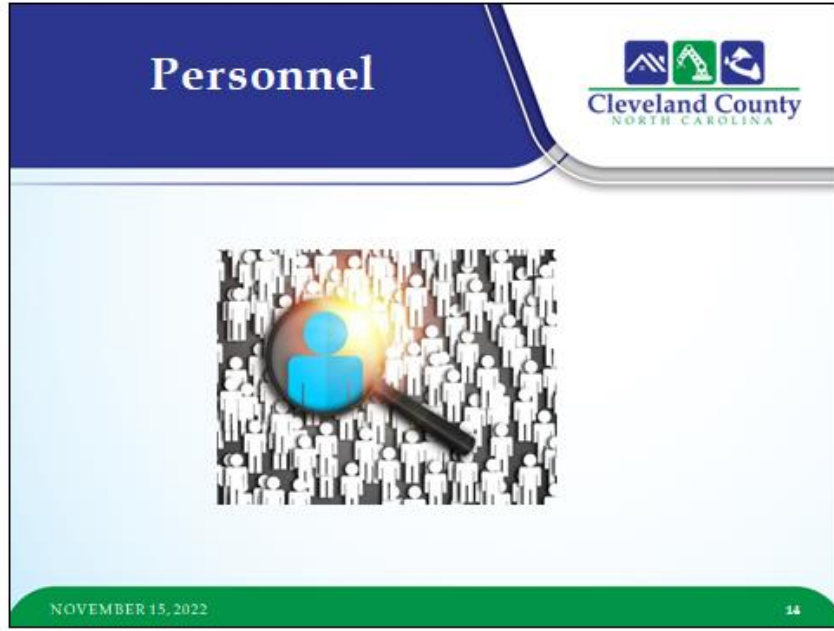
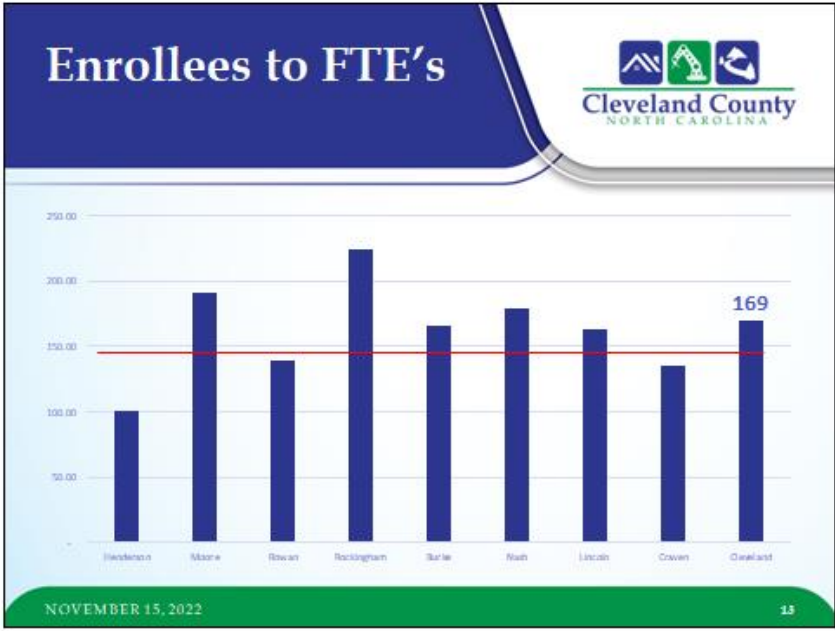
Operating Efficiency



Per Member versus Total Spend



NOVEMBER 15, 2022



- ## Retention Strategies
- ### Workload

 - Pay and Class Comparisons
 - Part-time Positions
 - Contract Workers
 - Transportation Specialists

Performance Development

 - Director's Practice Academy
 - 2021 and 2022 Leadership Academies
 - Conference Forms and Feedback Sessions
- NOVEMBER 15, 2022 17



MOU Metrics

2021-2022 MONTHLY BENCHMARKS	Benchmarks	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	STATE
CHILD SUPPORT														ME7?
The county will achieve its given annual percentage of paternity established for children born out of wedlock.	50%	83.39	84.24	84.96	85.99	86.76	87.77	88.32	89.53	90.32	91.39	92.7	93.37	YES
The county will achieve its given annual percentage of child support cases that are under order.	50%	80.24	80.21	80.25	81.91	85.28	87.85	87.95	87.36	86.87	86.56	86.72	87.33	YES
The county will achieve its given annual percentage of current child support paid.	40%	59.57	60.55	60.07	59.92	60.03	60.22	60.15	60.13	60.52	60.71	60.85	61.05	YES
The county will achieve its given annual percentage of cases that received a payment towards arrears.	40%	26.83	37.69	43.17	46.3	52.93	55.99	57.67	58.85	62.4	64.25	65.53	66.93	YES
The county will meet its annual goal of total child support collections.	9.3M	0.73	1.5	2.26	2.9	3.7	4.5	5.1	5.75	6.7M	7.5	8.3	9.1	9.1


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MOU Metrics

		FINAL 2021-2022
ENERGY PROGRAMS		
The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source	95%	99.711
The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	95%	99.61
FOOD AND NUTRITION SERVICES		
The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	95%	97.64
The County will process 95% of regular FNS applications within 25 days from the date of application.	95%	97.10
The County will ensure that 95% of FNS recertifications are processed on time, each month.	95%	98.96
WORK FIRST		
The County will process 95% Work First applications within 45 days of receipt.	95%	100.00
The County will process 95% Work First recertifications no later than the last day of the current recertification period.	95%	100.00

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MOU Metrics



Category	Target	Actual
FOSTER CARE The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	95%	96.95
ADULT SERVICES The county will complete 85% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	85%	98.92
The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	85%	100.00
ADULT (Economic Services) The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	85%	97.18
The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	85%	90.91
SUBSIDIZED CHILDCARE The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	95%	100

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Continuous Quality Improvement




- FY 21-22 Program Manager for Child Welfare and a Quality Assurance Supervisor
- Began in September 2021

Targeted Reviews:

- Report Screening Decisions
- Safety Assessment
- Case Decisions
- Case Planning
- Regular Contacts

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Going Paperless



Purchased Traverse – Document Imaging System

Hired Scanners

Purging Records using Retention Schedule

3 Year Plan

- 2022 - Child Support
- 2023 – Child and Adult Services
- 2024 – Economic Services

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Innovations





Use of iiReception which connects the entire agency under one software

Moved to cloud-based AS400 (case management system for services and Child Support)

Moving to automated payment system for Foster Care payments to enhance efficiency, reduce errors and maximize reimbursement

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Exciting News






Child Support Moving To the Health Department This Week

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Questions?



Thank you for your time!

NOVEMBER 15, 2022 26

Chairman Gordon opened the floor to the Board for questions and comments. Commissioner Bridges asked how a report to Social Services is determined. Ms. Swanson explained a, initial report comes in and is screened based on certain criteria. If the report is screened out, it didn't meet the criteria. Commissioners thanked Ms. Swanson for her team's hard work and for the information presented.

BUSINESS OVERLAY CORRIDOR PROTECTION

Chairman Gordon recognized Planning Director Chris Martin to present the Business Overlay Corridor Protection (BOCP). The purpose of an overlay corridor protection is to allow some commercial uses while encouraging compatibility of uses with surrounding properties and promoting efficient and safe traffic protocol highways. The proposed BOCP affects 4,400 parcels and extends along all arterial highways and stretches out 500 feet on both sides of the road. Two methods are used to achieve the goal of providing safe traffic and allowing commercial uses. The first method is design standards. It requires commercial properties be developed in a way

that addresses traffic flow. Examples include driveway placement, parking standards, parking placement, number of parking spaces required and landscape screening. There are also some requirements on signage to not allow signs too large or too close to the road to distract drivers. The second method is to allow commercial uses which include retail, office, amusement, recreation, restaurant and personal service type uses. Some surrounding counties have implemented a version of the BOCP and others have not.

Commissioners adopted the BOCP zoning along with all other countywide zoning districts in 2000. The intent was to help ease the county into full scale zoning by still allowing commercial uses along the highways. In 2005, Commissioners approved the new Land Use Plan (LUP) that included strategies to eliminate this type of zoning district and replace it with strategized commercial nodes. Several years later, staff and the Planning Board began working on strategies to replace this type of zoning.

In 2021, the LUP contains language to be more strategic about where commercial zoning is located. There is strong encouragement to locate commercial businesses near intersections rather than strip development along major roads in rural areas. The LUP has language and strategies to replace the BOCP zoning. Mr. Martin reviewed the following options to Commissioners:

Option One

- No action from Board members. There would be no change to the BOCP

Option Two

- The Board could vote to completely remove the BOCP and rely on the remaining zoning districts

Option Three

- Temporary removal and give staff direction for analytical reapplication options to be presented at the Commissioners Spring 2023 work session

By approving option two, it would include zoning map changes, requiring notification. With this situation, affecting over 4,400 properties, it would be considered a large-scale rezoning. North Carolina General Statute requires a half page ad in the local newspaper to achieve county wide notification. Staff would still be required to mail notices to all property owners who do not reside within the county and who are not within the newspaper's boundary. Staff will work for the next several weeks to meet the legal requirements for notification. The Planning Board would review this case on November 29, 2022 and a public hearing would be set for the December 13, 2022 Commissioners' meeting.

If option three is adopted, this would be a temporary removal of the BOCP and a reapplication the spring 2023 Board work session. It would still have all the legal requirements in option two through December 13, 2022, then moving forward, in January or February 2023, staff would work with the Planning Board to create options for reapplication. In April or May, staff would through the notification process to meet those requirements and hold a public hearing in July 2023. The following information and PowerPoint were presented to the Commissioners.

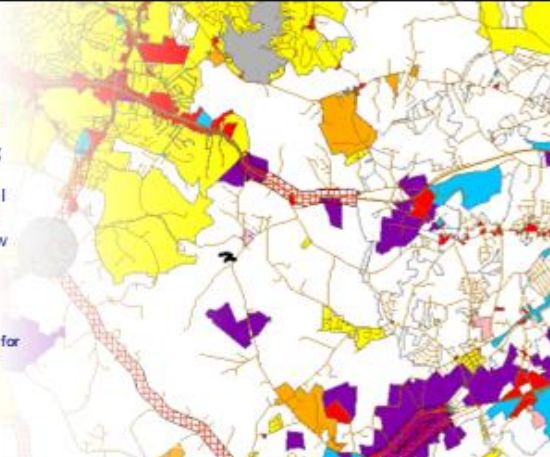


NOVEMBER 15, 2022

Corridor Protection

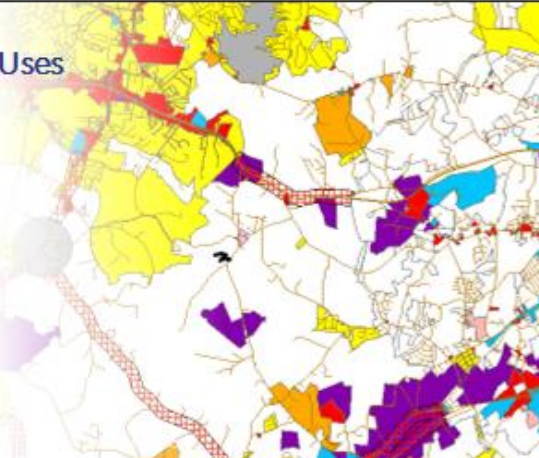
CP – Overlay Zoning District

- Commercial type zoning district
 - Allows Commercial
 - Supports safe and efficient traffic flow
 - Encourages compatibility
- 4,400 Parcels
- Extends along arterial streets for a distance of 500 feet from each side of the highway

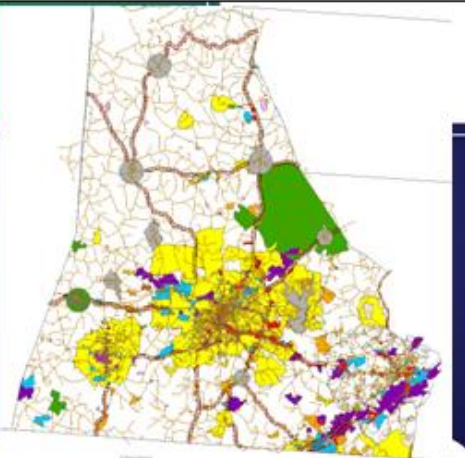


Standards and Uses


- Provides commercial development standards addressing:
 - Traffic flow
 - Parking
 - Landscaping
 - Signage
- Uses allowed:
 - Retail
 - Administrative
 - Amusement and Recreation
 - Restaurant
 - Personal Services



Full Picture




Regional Use




Timeline

- 2000 - Corridor Protection (CP) along with County-wide zoning districts
- 2005 - Land Use Plan included strategy to eliminate CP district and replace it with commercial nodes
- 2021 - Land Use Plan promotes smart development
 - Rural Preservation and Secondary Growth area's encourage commercial to be located at major intersections
 - Primary Growth encourages commercial along major corridors




Board options

- No Change
- Complete Removal
- Temporary Removal and analytical reapplication options presented at Spring 2023 worksession.



Amendment Procedure


- Map Changes - Large scale (4,400)
 - Half-page ad in local paper, ran twice, and;
 - Mailed notice to property owners not within local paper's circulation area.



Timeline


REMOVING CORRIDOR PROTECTION OVERLAY

- If Option 2 or 3
 - 2 weeks of newspaper advertising
 - Mailed Notice to owners outside paper circulation
 - 11/29/2022 Planning Board
 - 12/13/2022 Public Hearing
- If Option 3 (in addition to above)
 - January and February Planning Board
 - March 2023 Commissioner work session
 - select option (conceptual application)
 - April / June Implement - Notices, Public Hearing
 - July - Public Hearing




Board options

- No Change
- Complete Removal
 - Schedule public hearing 12/13
- Temporary Removal
 - Schedule public hearing 12/13
 - Analytical reapplication options presented at Spring 2023 Work Session.



Corridor Protection Overlay

Questions



Chairman Gordon opened the floor to the Board for questions and discussion. Commissioner Hutchins suggested there be a fourth option leaving the BOCP in place while staff further evaluates the zoning and then bring back to the Board. Commissioner Hardin asked how many counties in North Carolina have or do not have this zoning. Mr. Martin replied, *“I did not evaluate any farther than our surrounding counties.”* She further inquired if the LUP advised if there were still going to be corridors. Mr. Martin responded it didn’t specify; we would have some options to use as an overlay corridor to create a new district for some intersections, there are options available. He explained the message from the LUP is to look for ways to help maintain the county’s rural character. The LUP suggests evaluating the corridor that allows a variety of commercial uses that may not help maintain that area’s rural character.

The LUP does have a list of allowable uses in this zoning such as office, retail, amusement, and recreation uses. It would include anything in neighborhood business or industry, which is meant to have small scale businesses and serve the community. It does not include industrial uses such as manufacturing, warehousing and distribution. Commissioners discussed in detail the benefits, disadvantages, removal, suspension/non-suspension, and other potential options regarding the BOCP zoning and the affects on surrounding citizens and businesses.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, *keep the Business Overlay Corridor Protection (BOCP) in place with no change and direct staff to run an analytical review to bring back before the Board at a later time.*

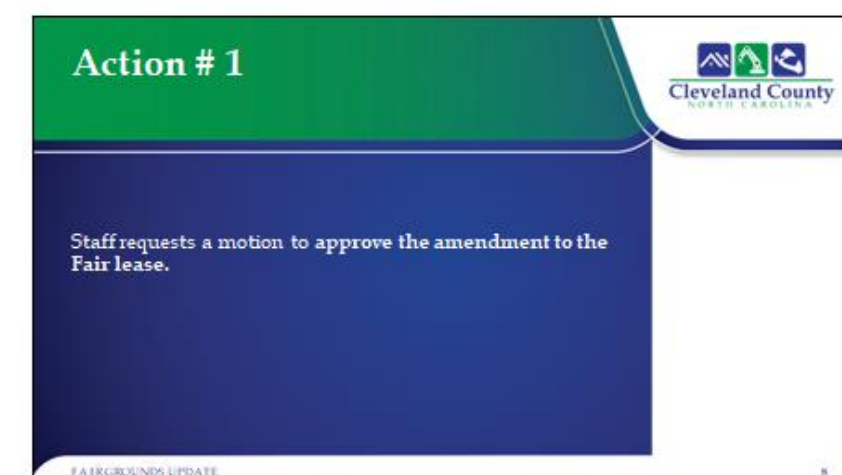
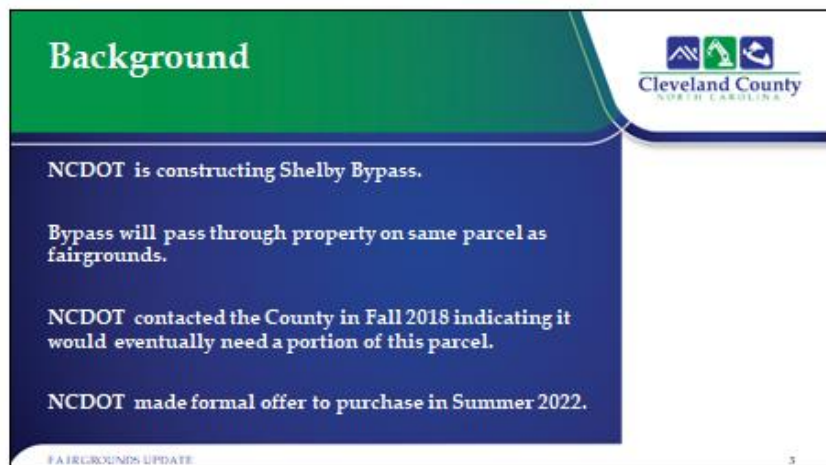
CLEVELAND COUNTY FAIR LEASE AMENDMENT AND SALE OF PROPERTY

Chairman Gordon called Deputy County Attorney Elliot Engstrom to the podium to present the Cleveland County Fair Lease Amendment and Sale of Property. *Due to serving on the Cleveland County Fair Board, Chairman Gordon recused himself from discussion and action regarding the Cleveland County Fair Lease Amendment and turned the meeting over to Vice-Chairman Hardin.*

The North Carolina Department of Transportation (NCDOT) seeks to acquire a portion of the Cleveland County Fairgrounds for the construction of the Shelby Bypass. The portion of the Fairgrounds to be acquired by NCDOT is not used for any fair activities. The County currently leases the entire Fairgrounds to the Cleveland County Fair. Before selling a portion of the Fairgrounds to NCDOT, the County needs to amend its current lease with the Fair. The Fair Board has already approved the proposed lease amendment, which releases the eastern portion of the Fairgrounds from the current lease. The second item for Commissioner consideration is the sale of property to the NCDOT for the transportation bypass, as the bypass is going to pass through the same parcel as the fairgrounds.

In fall 2018, the NCDOT contacted county staff indicating they would need to acquire more land for the coming bypass. In summer of 2022, NCDOT contacted the county staff and made the offer to purchase property. Cleveland County currently leases the fairgrounds to the Fair. The lease is part of a larger performance contract between the county and the fair. The proposed amendment simply releases an eastern portion of property from the

lease. The Fair Board has already approved and executed this amendment. The following information and PowerPoint were presented to the Board.



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

Vice-Chairman Hardin turned the meeting over to Chairman Gordon.

Next, Mr. Engstrom transitioned to the NCDOT partial fairground land acquisition. In summer 2022, NCDOT contacted the county and submitted an offer for this portion of land. They offered roughly \$466,000 for the 25.791 acres. The offer was accompanied by a professional appraisal. County staff did negotiate to the \$510,000 10,000 for the 25.791 acres. The remaining acreage the county owns is on the east side and is accessible by a maintain road. The following information and PowerPoint were presented to the Commissioners.

NCDOT Acquisition

Cleveland County
NORTH CAROLINA

Procedural note:

Chairman Gordon can resume duties as presiding officer.

FAIRGROUNDS UPDATE 9

NCDOT Acquisition

Cleveland County
NORTH CAROLINA



FAIRGROUNDS UPDATE 10

NCDOT Acquisition

Cleveland County
NORTH CAROLINA

NCDOT initially offered \$466,050 for 25.791 acres.

Staff negotiated to \$510,000.

Staff requested NCDOT take additional land east of acquisition, but NCDOT declined.

NCDOT ultimately has power to condemn property if agreeable price not reached through negotiation.

FAIRGROUNDS UPDATE 11

NCDOT Acquisition

Cleveland County
NORTH CAROLINA

- Staff have prepared resolution authorizing sale with following documents attached:
 - Agreement for Entry
 - Deed for Highway Right of Way
 - Settlement Agreement

FAIRGROUNDS UPDATE 12


Action # 2

Cleveland County
NORTH CAROLINA

- Staff requests a motion to approve resolution authorizing sale of portion of County-owned property to NCDOT as presented.

FAIRGROUNDS UPDATE 13

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board to, *approve the resolution authorizing the sale of a portion of the county owned property to the North Carolina Department of Transportation.*



Resolution

30-2022

RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO ANOTHER UNIT OF GOVERNMENT IN NORTH CAROLINA AND APPROVING RELATED AGREEMENTS WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, Cleveland County, North Carolina (the "County") owns real property located at 1751 E. Marion Street in Shelby with Parcel No. 22192 and Property Identification Number 2556960373 (the "Property");

WHEREAS, N.C.G.S. § 153A-176 and N.C.G.S. § 160A-274 authorize governmental units in this State to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Board of Commissioners (the "Board") has determined that it is in the best interest of the County to convey a 25.791-acre portion of the Property, along with certain permanent and temporary easements described in the attached documents, to the North Carolina Department of Transportation ("NCDOT"), and the Board deems it wise to do so in exchange for five hundred and ten thousand (\$510,000) in the manner described in the agreements attached to this resolution.


THEREFORE, the Cleveland County Board of Commissioners resolves that:

- The County hereby conveys to NCDOT the property described in the documents attached hereto as "Exhibit 1," that being a 25.791-acre portion of the Property and accompanying permanent and temporary construction easements.
- The Property herein described shall be conveyed for five hundred and ten thousand dollars (\$510,000) subject to the terms of the agreements attached hereto as "Exhibit 1."
- The appropriate County officials are authorized to execute any documents necessary to convey the Property in the manner authorized by this Resolution, including all documents attached to this Resolution as "Exhibit 1."

4. The agreements and deed included within the attached "Exhibit 1" are approved pursuant to this Resolution.

Adopted this the 15th day of November, 2022.

BY: 
Kevin S. Gordon, Chairman
Cleveland County Board of Commissioners

ATTEST: 
Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners



Doc No: 200083122
Recorded: 01/24/2023 01:44:06 PM
Fee Amt: \$26.00 Page 1 of 4
Transfer Tax: \$1,020.00
Cleveland County North Carolina
Betsy S. Harnage, Register of Deeds
BK 1891 PG 339 - 342 (4)

4 RECORDING FEE \$ 26.⁰⁰ REVENUES \$ 1,020.⁰⁰

Revenue Stamps \$ 1,020.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Anthony Smith CHECKED BY Tyler Cote

The hereinafter described property Does Does not include the primary residence of the Grantor

RETURN TO: TELICS Right of Way Services
2540 Mill Street
Winterville, NC 28590

NORTH CAROLINA TIP/PARCEL NUMBER: R-2707D 654
COUNTY OF Cleveland WBS ELEMENT: 34497.2.13
ROUTE: US 74 Shelby Bypass from East of 150 to Existing US 74, West of SR2238 (Long Branch Road)
TAX PARCEL 22192

THIS FEE SIMPLE DEED, made and entered into this the 15th day of November 20 22 by and between Cleveland County
311 E. Marion St
Shelby, NC 28150

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 510,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in N/A Township, Cleveland County, North Carolina, which is particularly described as follows:

Point of beginning being N 60°23'43.7" W, 349.539 feet from -L- 740+00 thence along a curve 318.825 feet and having a radius of 7789.437 feet. The chord of said curve being on a bearing of S 34°59'18.2" E, a distance of 318.802 feet thence to a point on a bearing of S 35°54'30.4" W 701.307 feet thence to a point on a bearing of S 9°46'49.6" E 398.029 feet thence to a point on a bearing of S 86°32'30.4" E 732.340 feet thence to a point on a bearing of N 19°38'11.0" E 109.983 feet thence to a point on a bearing of N 19°32'46.5" E 649.112 feet thence to a point on a bearing of N 57°52'37.0" W 77.443 feet thence to a point on a bearing of N 39°16'53.1" W 198.035 feet thence to a point on a bearing of N 7°30'58.3" E 111.213 feet thence to a point on a bearing of N 24°14'13.8" E 283.399 feet thence to a point on a bearing of N 13°28'53.7" W 126.992 feet thence to a point on a bearing of S 75°30'17.5" W 273.707 feet thence to a point on a bearing of N 29°59'0" W 207.936 feet thence to a point on a bearing of N 39°32'8.9" W 218.109 feet thence to a point on a bearing of N 33°58'53.2" W 35.564 feet thence to a point on a bearing of N 84°10'48.7" W 164.212 feet thence to a point on a bearing of S 5°42'50.8" W 466.184 feet returning to the point and place of beginning. Having an area being approximately 25.791 acres.

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The Grantors acknowledge that the project plans for Project # 34497.2.13 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34497.2.13, Cleveland County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 34497.2.13, Cleveland County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina and to be recorded in the Register of Deeds Office of Cleveland County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:
No means of access to the project is provided.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' rights of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinafter described is hereby conveyed subject to the following exceptions: Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

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IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Drainage Easement described as follows:

Point of beginning being S 60°55'1.5" E, 376.887 feet from -L- 740+00 thence to a point on a bearing of S 39°16'53.1" E 40.054 feet thence to a point on a bearing of N 50°56'42.7" E 34.749 feet thence to a point on a bearing of N 17°34'11.8" W 125.208 feet thence to a point on a bearing of S 7°30'58.3" W 111.213 feet returning to the point and place of beginning. Having an area being approximately 0.084 acres.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area(s). It is further understood and agreed that Permanent Drainage Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement described as follows:

Area 1:

Point of beginning being S 56°27'19.7" E, 470.610 feet from -L- 740+00 thence to a point on a bearing of N 8°49'37.6" W 68.559 feet thence to a point on a bearing of S 50°56'42.7" W 34.749 feet thence to a point on a bearing of S 39°16'53.1" E 59.237 feet returning to the point and place of beginning. Having an area being approximately 0.024 acres.

Area 2:

Point of beginning being N 82°33'45.3" E, 427.510 feet from -L- 740+00 thence to a point on a bearing of N 24°26'54.6" E 140.480 feet thence to a point on a bearing of N 13°35'55.7" W 134.761 feet thence to a point on a bearing of S 75°8'34.2" W 20.403 feet thence to a point on a bearing of S 13°28'53.7" E 126.992 feet thence to a point on a bearing of S 24°14'13.8" W 135.223 feet thence to a point on a bearing of S 70°21'56.0" E 20.353 feet returning to the point and place of beginning. Having an area being approximately 0.127 acres.

This construction easement(s) shall expire upon completion and acceptance of the aforementioned project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS: This deed is subject to the following provisions only:

It is understood and agreed that the total consideration set forth above shall be made payable to the Law Office of Daniel W. Grist, PLLC and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the department as a result thereof.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Cleveland County Registry in Deed Book 982 Page 481

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

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IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Cleveland County

By Phyllis Nowlen, Clerk of the Board of Commissioners
of Commissioners



Kevin Gordon, Chairman of the Cleveland County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: [Signature]

	North Carolina, <u>Cleveland</u> County
	<u>April N. Crofts</u> , a Notary Public for <u>Cleveland</u> County, North Carolina, certify that <u>Phyllis Nowlen</u> personally came before me this day and acknowledged that she is the CLERK of the <u>Cleveland</u> COUNTY BOARD OF COMMISSIONERS, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the <u>Cleveland</u> COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by <u>Phyllis Nowlen</u> as its CLERK.
	Witness my hand and official seal this the <u>15th</u> day of <u>November</u> , 20 <u>22</u> .
	<u>April N. Crofts</u> Notary Public
	My commission expires: <u>5-7-2027</u>

RECESS TO RECONVENE

There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Bridges and unanimously adopted by the Board, ***to recess to reconvene to Monday, December 5, 2022 at 10:00am*** in the ***Commissioners' Chambers*** located at 311 E. Marion Street, Shelby for an ***Organizational Meeting***.

*Kevin Gordon, Chairman
Cleveland County Board of Commissioners*

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