

CLEVELAND COUNTY BOARD OF COMMISSIONERS

October 15, 2013

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

PRESENT:

Ronnie Hawkins, Chairman
Jason Falls, Vice-Chairman
Susan Allen, Commissioner
Johnny Hutchins, Commissioner
Jeff Richardson, County Manager
Bob Yelton, County Attorney
Kerri Melton, County Clerk
April Crotts, Deputy Clerk
Chris Green, Tax Administrator
Dorothea Wyant, Health Director
Jessica Pickens, The Shelby Star
Other individual names on file in the Clerk's Office

ABSENT:

Eddie Holbrook, Commissioner

CALL TO ORDER

Chairman Ronnie Hawkins called the meeting to order. County Manager Jeff Richardson led the audience in the "Pledge of Allegiance" to the flag of the United States of America and provided the invocation.

AGENDA ADOPTION

ACTION: Johnny Hutchins made the motion, seconded by Susan Allen, and unanimously adopted by the Board, ***to adopt the agenda as presented by the Clerk with the following additions:***

J. Managers Office: NCDOT Debbie Clary Highway

6. EASEMENT FOR THE CITY OF KINGS MOUNTAIN WATERLINE

CITIZEN RECOGNITION

Robert Williams, 814 E. Stagecoach Trail, suggested Commissioners allow another opportunity for citizens to speak during County Commissioners meetings. He, again, asked that Commissioners be more open with information that is on the agenda.

CONSENT AGENDA

APPROVAL OF MINUTES

There being no corrections, additions, or deletions to the Minutes of ***September 17, 2013 regular meeting,*** motion was made by Johnny Hutchins, seconded by Jason Falls, and unanimously adopted by the Board, ***to approve the minutes as written.***

TAX COLLECTOR'S MONTHLY REPORT

The Tax Collector provided Commissioners with a detailed written report regarding taxes collected during *September 2013* (copy found on Page _____ of Minute Book _____).

TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during September 2013. The monthly grand total of tax abatements was listed as (136,169.78); and, the monthly grand total for tax supplements was listed as \$ 268,431.76

CODE TEXT AMENDMENT- ANIMAL CONTROL, CHAPTER 3 SECTION 1

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted by the Board, **to approve the following amendment to the Cleveland County Code of Ordinances.**

PROPOSED CHANGE to CLEVELAND COUNTY CODE OF ORDINANCES CHAPTER 3 Sections 1 and 3 Changes are noted by a BOLD font

Sec. 3-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control officer means the term "animal control officer" shall have all of the authority granted in this chapter or granted by the General Statutes of North Carolina to animal control officers **and animal cruelty investigators.**

Animal shelter means any premises designated by the county for the purpose of impounding and caring for all animals found running at large or otherwise subject to impoundment in accordance with the provisions of this chapter.

At large means any animal shall be deemed to be at large when he is off the property of its owner and not under restraint of a competent person.

Attack training facility means any person, group of persons, partnership or corporation engaged in boarding, breeding, selling or training dogs or other animals in mode of attack.

Cat means a male, female or neutered feline.

Dangerous animal means any animal that has demonstrated a fierce or dangerous propensity or tendency to do any act which may endanger persons or property and/or any nondomesticated animal, including hybrid animals that are part wild.

Dangerous dog means any dog may be declared dangerous if it:

- (1) Assaults, bites, attacks or inflicts serious injury on a human being without provocation on public or private property; and/or
- (2) If it has killed or injured a pet or domestic animal without provocation while off the owner's property.

Exceptions: No dog is dangerous pursuant to this definition if, at the time the threat, injury or damage was sustained, the person attacked was committing a willful trespass upon the premises occupied by the owner or keeper or was teasing, tormenting, abusing or assaulting the dog or has in the past teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime. Nor shall a dog be considered dangerous pursuant to this definition if it has attacked or injured a pet or domesticated animal in defense of an attack by another animal or if it is protecting or defending its young.

Dog means a male, female or neutered canine.

Domestic animal means any of various animals such as horses, sheep, cattle, goats, hogs, poultry, etc., domesticated by man so as to live and breed in a tame condition.

Exposed to rabies means an animal has been exposed to rabies within the meaning of this chapter, if it has been bitten by, or been exposed to, any animal known or suspected to have been infected with rabies.

Guard and sentry dog means primary purpose trained for enhanced aggression.

Health director means the director of the county health department or authorized representative.

Hunter means a person who purchases and keeps current a North Carolina or South Carolina hunting license.

Kennel, dealer, breeder or pet shop means any person, group of persons, partnership or corporation engaged in buying, selling, breeding or boarding animals.

Neutered male means any male animal which has been castrated.

Nondomestic animal means any mammal, reptile or other venomous animal not included in the definition of domestic animal, and shall include any hybrid animal.

Owner means any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions and behavior of his animals. In the event that the owner or keeper of an animal is a minor, the parent or guardian of such minor shall be held liable for noncompliance with the provisions of this chapter.

Pet means a domesticated animal kept for pleasure rather than utility.

Restraint means an animal is under restraint within the meaning of this chapter if it is:

- (1) Controlled by means of a chain, leash or other like device;
- (2) On or within a vehicle being driven or parked;
- (3) Within a secure enclosure; or
- (4) Within the dwelling house of the owner or keeper.

Secure enclosure means a minimum of six (6) feet by fifteen (15) feet. If this enclosure contains more than one (1) animal, the dimensions must allow at least forty-five (45) square feet per animal. The chain link fence must be constructed of no smaller than 10 gauge welded link. This fence must be attached to the concrete pad with galvanized steel anchors at intervals no less than one (1) every twelve (12) inches on all sides. The fence must be supported by galvanized steel posts at least two and one-half (2½) inches in diameter, sunk at least one and one-half (1½) feet deep into the ground, with concrete footings. These posts must be spaced no more than six (6) feet apart. The enclosure must have a top which is equally as able as the fence to contain the animal. The enclosure must be erected on a concrete pad, no less than four (4) inches thick, or mortared stone or brick of the same thickness. The enclosure must be free standing, and not attached or anchored to any other fence or structure. A warning sign of at least twelve (12) inches x twelve (12) inches must be visible on all sides of the structure, which can convey the dangerousness or viciousness of the animal through word and graphic representation for those who cannot read.

Spayed female means any female animal which has had ova hysterectomy.

Stray means any dog or cat that appears stray, homeless or unwanted, and any dog that is not displaying a valid rabies tag.

Tether means tying out or fastening an animal on a chain, leash or other like device so that it can range only within a set radius.

Vaccination means the administration of anti-rabic vaccine approved by the United States Bureau of Animal Industry, the state department of agriculture and the state board of health.

Veterinary hospital means an establishment maintained and operated by a licensed veterinarian for surgery diagnosis and treatment of diseases and injuries of animals.

(Ord. of 3-21-95; Ord. of 4-6-99; Ord. of 3-1-11)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 3-3. - Same—Powers and duties.

- (a) The animal control officer shall have all the powers and duties granted to a county dog warden under section 67-31 of the General Statutes **and an animal cruelty investigator under Chapter 19A** of the General Statutes, excluding the power of arrest, **with** the responsibility for enforcement within the county of all public and public-local laws pertaining to the ownership and control of dogs, cats or other animals, and the animal control officer shall cooperate with all other law enforcement officers operating within the county in fulfilling this responsibility.
- (b) The duties of the animal control officer shall be, but not be limited to, the following activities:
 - (1) Collect and impound stray dogs, cats and other animals.
 - (2) Canvass the county for vaccination of dogs and cats.
 - (3) Assist practicing veterinarians in the county in conducting health department sponsored rabies clinics.
 - (4) Maintain the county animal shelter, including required records of all dogs and cats impounded and destroyed.
 - (5) Investigate dog, cat or other animal bite cases and either confine, or arrange confinement of the biting dog, cat or other animal for a ten-day observation period at the animal shelter or any licensed veterinary hospital located in the county. In lieu of confinement at the animal shelter or a licensed veterinary

hospital located in the county, the animal control officer, in his sole discretion, may authorize the animal to be confined at their home if the following conditions are met and agreed to:

- a. The animal has a current rabies vaccination.
- b. The animal has not violated any county, city, or state law violations.
- c. The owner confines animal in an enclosure to prevent the escape of the animal or to prevent the animal from biting another person.
- d. The owner will keep the animal on a leash while out for relief or exercise.
- e. If the animal shows any symptoms of sickness, abnormal behavior, or if the animal escapes, the owner will notify the animal control office within one hour.
- f. In the event that the animal dies during the observation period, the carcass shall immediately be turned over to county animal control for necessary examination.
- g. The owner of the animal agrees to hold harmless the county and its agents and employees from any liability as a result of the home confinement of the animal.
- h. The animal control officer will revisit the owner/harbor at intervals during the ten-day quarantine period to ensure the animal's health and to ensure a continuing compliance with the agreement.

All costs of confinement shall be the responsibility of the owner of the confined dog, cat or other animal. Nothing in this chapter shall be construed so as to prevent the immediate destruction of any animal if such immediate destruction is required by chapter 130A of the General Statutes.

(c) The animal control officer shall at all times be subject to the supervision of the county health director.

(Ord. of 3-21-95; Ord. of 8-18-98; Ord. of 4-6-99)

DETENTION CENTER: BUDGET AMENDMENT (BNA #017)

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted

by the Board, *to approve the following budget amendment:*

<i>Account Number/Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.444.4.357.02	Detention Center/State Grant/Inmate SSA	\$ 2,250.	
010.444.5.581.00	Detention Center/Awards/Appreciation	1,000.	
010.444.5.581.00	Detention Center/Awards/Appreciation	500.	
010.444.5.581.00	Detention Center/Awards/Appreciation	750.	

Explanation of Revisions: Request to budget SSA funds received for the sponsorship of Officers who are Still Standing Appreciation Day, Relay for Life-Gardner-Webb Sponsorship and for the purchase of Sherrif's Office key chains.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #018)

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted

by the Board, *to approve the following budget amendment:*

<i>Account Number/Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
012.548.4.540.00/NCCIG-4548	CODAP/Contracted Revenue	\$ 4,950.	
012.548.5.210.00/NCCIG-4548	CODAP/Dept. Supplies	770.	
012.548.5.310.00/NCCIG-4548	CODAP/Travel/Training		\$ 315.
012.548.5.311.00/NCCIG-4548	CODAP/Education Expense	2,204.	
012.548.5.370.00/NCCIG-4548	CODAP/Advertising		10,450.
012.548.5.411.00/NCCIG-4548	CODAP/Rent-Space	250.	
012.548.5.490.00/NCCIG-4548	CODAP/Professional Services	3,892.	
012.548.5.581.00/NCCIG-4548	CODAP/Incentives/Awards	8,599.	

Explanation of Revisions: Budget additional NCCI grant funds and align existing budget with approved grant amount.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #019)

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted

by the Board, *to approve the following budget amendment:*

<i>Account Number/Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
012.541.4.350.00/10559-5767	Env. Health/State Govt. Grants	\$ 291.	
012.541.5.241.00	Env. Health/Motor Fuels	145.	
012.541.5.310.00	Env. Health/Travel/Training	146.	

Explanation of Revisions: Budget DHHS Summer Food Service Program Funds for expenses associated with inspection of summer food service facilities.

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #020)

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted by the Board, *to approve the following budget amendment:*

<i>Account Number/Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
011.504.4.350.00/02200-P350	Title XX Services/State Govt Grants	\$59,151.	
011.504.5.121.00	Title XX Services/Salaries	59,151.	

Explanation of Revisions: Budget Amendment necessary to accept Child Welfare State In Home Funds for fiscal year 2013/2014. These funds will help offset the previous loss of funds in another fund source area used for salaries.

SOCIAL SERVICES/TACC: BUDGET AMENDMENT (BNA #021)

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted by the Board, *to approve the following budget amendment:*

<i>Account Number/Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.497.4.350.00/08300-P432	3 rd Party Grants/State Grants	\$22,746.	
010.497.5.700.00/08300-P432	3 rd Party Grants/Grants	22,746.	
011.508.4.350.00/08300-P432	Income Maint/State Grants	11,442.	
011.508.5.500.00/08300-P432	Income Maint/Grants	11,442.	

Explanation of Revisions: To budget the grant award versus the original budget to the NC Department of Transportation for the 2014 ROAP funds.

NCDOT SIGN IN HONOR OF DEBBIE CLARY

On January 15, 2013, Commissioners adopted a resolution in support of designating a portion of Highway 74 in honor of Debbie Clary. Cleveland County has been asked to share in the funding of the signage for this designation. The total cost is \$1,000. Cleveland County and Rutherford County will each contribute \$500.

ACTION: Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted by the Board, *to approve a contribution of \$500 to be paid to NCDOT for signage designating a portion of Highway 74 in honor of Debbie Clary.*

REGULAR AGENDA

COMMUNITIES IN SCHOOLS VIDEO PRESENTATION

Laura Mitchell with Community in Schools of Cleveland County shared a video with Commissioners. The video was created through a grant from the North Carolina Rural Center which looked at why people under 30 are leaving small communities such as Cleveland County. Between 25-30 people served on the committee. Commissioners were very impressed with the video and thanked Communities in Schools for all they do for the young people of Cleveland County.

PUBLIC SHOOTING RANGE MEMORANDUM OF AGREEMENT

Chairman Hawkins introduced Commissioner Hutchins to discuss plans for the proposed public shooting range.

In 2010, Commissioner Hutchins expressed his interest in constructing a public gun range. At their January 18, 2011, Commissioners gave permission to staff to seek out a suitable site in the buffer area of the landfill to develop a proposed gun range. A suitable site was determined, a noise study was completed and a petition with over 3,000 signatures was received in support of the project. The largest obstacle has been funding.

Over the last several months, Cleveland County has developed a partnership with the North Carolina Wildlife Commission. The Wildlife Commission has funding available for construction of a public shooting range. Commissioner Hutchins attended a meeting with the Wildlife Commission where they approved the concept but wanted a package that included cost estimates before final approval.

Commissioner Hutchins presented a draft conceptual drawing for Phase I. The Wildlife Commission is tweaking the drawing and will provide a detailed cost estimate of the project. Phase II of the proposed gun range would include an educational center. The Educational Center will be used for gun safety classes and law enforcement training. This could also be an economic development project. The range could host gun ranges which could attract people to Cleveland County. But, first and foremost, it will be a public gun range with a mission of teaching youth and inexperienced citizens about gun safety.

Commissioner Hutchins then presented a Memorandum of Agreement between Cleveland County and the North Carolina Wildlife Commission. He summarized the agreement by saying the Wildlife Commission would basically build everything from the ground level down and the county will be responsible for all of the buildings. The project will be bid separately so the county is aware of exactly what costs they are responsible for.

The final drawings and cost estimates will be presented to the Wildlife Commission board at their meeting on November 7th. Sam Lockridge, staff contact on the project, said his contacts at the Wildlife Commission are very excited about the project. He thought that the project will be a huge regional draw and especially noted how much the Wildlife Commission will bring to the table for this project.

ACTION: Johnny Hutchins made the motion, seconded by Susan Allen, and unanimously adopted by the Board, *to approve the Memorandum of Agreement (MOA) as presented with the understanding that pricing information and any changes to the MOA will be brought back before the Board of Commissioners for approval.* (Clerks Note: Commissioner Hutchins spoke with Commissioner Holbrook prior to the meeting. Commissioner Holbrook wanted to go on record that he is in support of the project.)

MEMORANDUM OF AGREEMENT

AGREEMENT TO DESIGN, PERMIT, BUILD AND OPERATE A PUBLIC SHOOTING RANGE FACILITY

This agreement is made and entered into this the XXXth day of XXXXX, 2013, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COMMISSION**, and **CLEVELAND COUNTY**, hereinafter referred to as the **COUNTY**.

I. PURPOSE OF THE AGREEMENT

It is mutually agreed that the COMMISSION and the COUNTY will cooperate to provide a public shooting range facility at the landfill facility located in Cleveland County with a mailing address of 250 Fielding Road, Cherryville, NC.

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

1. Provide design development and construction of the range site work including all grading, berm construction, roads and parking lots.
2. Obtain all regulatory permits required for construction and improvements of work to be performed by COMMISSION.
3. Construct and be responsible for all future repairs and improvements of work to be performed by COMMISSION.
4. Provide \$25,000.00 of funding towards construction of restrooms at the facility.
5. Request an NRA grant in the amount of \$25,000.00.

B. The COUNTY agrees to:

1. Provide the necessary property for use of a shooting range including pistol, skeet and trap, rifle, and 3d archery range.
2. Provide staffing to man the range with a certified range officer during operation hours.
3. Provide routine maintenance at the range including mowing, trash and litter pick up.
4. Promote the range using the Wildlife Resources Commission logo and diamond on naming of the facility, literature, signage, website and media coverage.
5. Provide any office building, classroom and restroom facilities at the site including design, permitting and construction.
6. Designate a shooting range advisory board which will include a COMMISSION employee to define and create a mutually agreeable operations plan for the range.

III. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. At said time of termination, the COUNTY will reimburse the COMMISSION for a prorated amount of the improvements to the site based on a 40 year amortization.

IV. TERM OF AGREEMENT

This agreement shall become effective upon full execution and shall continue in effect for a period equal to 40 years.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been executed by the parties hereto, in duplicate originals, as of the date first above written.

KINGS MOUNTAIN WATERLINE EASEMENT AGREEMENT

County Attorney Bob Yelton presented an easement agreement to Commissioners. The proposed easement would be located on a property owned by the County (Deed Book 1120 Page 99) for the purpose of constructing a 36-inch waterline.

ACTION: Johnny Hutchins made the motion, seconded by Susan Allen, and unanimously adopted by the Board, *to approve the easement as presented (copy found on Page _____ of Minute Book _____).*

COMMISSIONER REPORTS

Commissioner Allen and Vice-Chairman Falls enjoyed a visit from Friendship Force Minnesota.

At their September 23, 2013 work session, Commissioners discussed the Meals on Wheels Program. As a member of the Senior Center Board, Commissioner Hutchins was asked to gather information regarding this program such as waiting list and cost information.

There are currently 100 residents being served and 40 on the waiting list. Serving 100 people costs approximately \$25,000 per month. Participants are re-assessed twice per year to ensure eligibility. It would cost approximately \$12,000 a month to serve those on the waiting list. Chairman Hawkins asked that Commissioner Hutchins have the Executive Directors of the Neal and Patrick Senior Centers keep Commissioners aware of the status of the waiting list.

Commissioner Falls thanked County Manager Richardson for hosting a meeting among those departments who could possibly be affected by the Government shutdown.

Commissioner Falls reminded everyone of the Veteran's Day event which will be held on November 11th at 11:00am on the Courtsquare.

RECESS TO RECONVENE

There being no further business to come before the Board at this time, Johnny Hutchins made the motion, seconded by Jason Falls, and unanimously adopted by the Board, to recess to reconvene to Monday, October 21, 2013 at 3:00pm for the purpose of awarding the Project X-Cel road construction project. The next regular meeting will be held *on Tuesday, November 5, 2013 at 6:00 p.m.* in this Commission Chamber.

*Ronald J. Hawkins, Chairman
Cleveland County Board of Commissioners*

*Kerri Melton, County Clerk
Cleveland County Board of Commissioners*