

Cleveland County Board of Commissioners
June 7, 2016

The Cleveland County Board of Commissioners met in a regular session on Tuesday, June 7th at 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Office.

PRESENT: Jason Falls, Chairman
Eddie Holbrook, Vice-Chair
Johnny Hutchins, Commissioner
Susan Allen, Commissioner
Ronald Hawkins, Commissioner
Jeff Richardson, County Manager
Tim Moore, County Attorney
Andrea Leslie-Fite, Assistant County Attorney
Henry Earle, Clerk to the Board
Kerri Melton, Community Services Director
Brian Epley, Finance Director
Allison Mauney, Human Resources Director
Chris Green, Tax Administrator
Perry Davis, Emergency Management Director
Lorie Poston, Communications 911 Director
Bill McCarter, Planning Director
Debi Harrill, Interim Register of Deeds

CALL TO ORDER

Chairman Jason Falls called the meeting to order and Commissioner Ronald Hawkins led the audience in the Pledge of Allegiance and provided the invocation for the meeting.

AGENDA ADOPTION

ACTION: Commissioner Hawkins made the motion to adopt the agenda as presented. It was seconded by Commissioner Allen and unanimously adopted by the Board.

CITIZEN RECOGNITION

- No one signed up for citizen recognition.

CONSENT AGENDA

MINUTES: There being no corrections, additions or deletions, the Minutes of the May 17th, 2016 regular meeting were presented.

ACTION: Commissioner Hawkins made the motion to adopt the minutes as presented. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

COUNTY MANAGER'S OFFICE: The May 2016 Manager's Report was presented to Commissioners.

ACTION: Commissioner Hawkins made the motion to approve the County Manager's report. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

EMERGENCY MANAGEMENT: BNA #068

<u>Account Number</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.538.4.540.00	MEDICAID-PRIOR YEAR	\$450.00	
012.538.5.211.00	CONTROLLED PROPERTY	\$450.00	

Explanation of Revisions: Budget funds received for precepting students to go toward the purchase of a wheelchair scale.

ACTION: Commissioner Hawkins made the motion to accept the budget amendment. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

HEALTH DEPARTMENT: BNA #069

<u>Account Number</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.4.660.99	MEDICAID PRIOR YRS	\$235,762.00	
012.530.4.980.10	CONTRIBUTIONS PRI FD		\$225,762.00
012.530.5.340.00	MAINT BLDG/GROUNDS	\$10,122.00	
012.541.5.241.00	INTERFUND TRANSFERS		\$235,762.00
012.541.5.310.00	FUND BALANCE APPROP	\$235,762.00	

Explanation of Revisions: Budget Medicaid Cost Settlement funds which will be used to budget for new capital expenditures in the Public Health Center and to decrease county subsidy to the public health center.

ACTION: Commissioner Hawkins made the motion to accept the budget amendment. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

JCPC: BNA #070

<u>Account Number</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.432.4.350.00	THIRD PARTY STATE GR	\$569.00	
010.432.5.700.00	THIRD PARTY GRANTS	\$569.00	
010.613.4.350.00	COMMUNITIES IN SCH	\$1,030.00	
010.613.5.700.00	COMMUNITIES IN SCH	\$1,030.00	
010.613.4.350.00	COMMUNITIES IN SCH	\$1,000.00	
010.613.5.700.00	COMMUNITIES IN SCH	\$1,000.00	

Explanation of Revisions: Budget JCPC Additional Discretionary Funds for Mediation to provide Life Skills Training, CIS Teen Court to purchase a camera and promotional items for program and CIS Mentoring for recruitment booklets and marketing.

ACTION: Commissioner Hawkins made the motion to accept the budget amendment. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

COOPERATIVE EXTENSION: BNA #071

<u>Account Number</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.495.4.410.00	LOCAL & OTHER GRANTS	\$1,500.00	
010.495.5.700.00	GRANTS	\$1,500.00	

Explanation of Revisions: Budget funds granted to the Grandparents Raising Grandkids program for fiscal year 15/16.

ACTION: Commissioner Hawkins made the motion to accept the budget amendment. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

FINANCE: BNA #072

<u>Account Number</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
042.107.4.710.00	ST GRANT-SCH BLDG	\$193,900.00	
042.107.4.538.00	INT ON INVESTMENT	\$6,100.00	
042.107.5.890.00	INTERFUND TRANSFERS	\$200,000.00	
030.800.4.980.03	TFRS FM LOTTERY-107	\$200,000.00	
030.800.4.980.01	TFRS FM SCH ½ CENT		\$200,000.00

Explanation of Revisions: Budget additional funds received from the Education Lottery to cover Debt Service Payment.

ACTION: Commissioner Hawkins made the motion to accept the budget amendment. It was seconded by Commissioner Holbrook and unanimously approved by the Board

ANIMAL CONTROL: The Commissioners, in conjunction with the Animal Control department, is delaying the implementation of the Animal Control Licensing Ordinance implementation date to July 1st, 2017.

ACTION: Commissioner Hawkins made the motion to amend the implementation date of the Animal Control Licensing Ordinance to July 1st, 2017. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

COMMISSIONERS: Pinnacle Classical Academy broke ground for their new facility on May 27th, 2016. The NC DOT is requiring that Joe's Lake Road is widened near the school and that a turning lane be put in near the school at the school's expense. The school has reached out to state legislators for financial assistance and have requested a resolution of support from Commissioners.

ACTION: Commissioner Hawkins made the motion to approve the resolution of support for Pinnacle Classical Academy. It was seconded by Commissioner Holbrook and unanimously approved by the Board.



COMMISSIONERS: Pinnacle Classical Academy has requested an amendment to closing documentation on their school property eliminating the financial penalty and establishing a reversionary clause that states

“Should Pinnacle Classical Academy fail to operate as a charter school until 2028 the land gifted by Cleveland County will revert back to the county’s ownership.”

ACTION: Commissioner Hawkins made the motion to approve the amendment to the closing documentation for Pinnacle Classical Academy. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

FINANCE: The Finance Department submitted requests for proposal for the County’s copier fleet services. The Finance Department presented a proposal to enter into a five year lease with SHARP at a base price of \$33,233.00.

ACTION: Commissioner Hawkins moved to approve the copier lease with SHARP. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

#7 VOLUNTEER FIRE DEPARTMENT: #7 Volunteer Fire Department submitted its annual operating expense budget to the Board of Commissioners.

**Number Seven VFD
2016 - 2017 Budget**

Annual Operation Budget

ACCOUNT TYPE	COSTS	ADJUSTMENTS +/-
501 Office Supplies	\$2,100.00	
502 Truck Maintenance	\$24,715.00	(+7715.00)
503 Gas and Oil	\$11,000.00	
504 Utilities	\$10,000.00	
505 Insurance	\$22,000.00	
506 Travel	\$1,200.00	(+200.00)
507 Accounting Fees	\$5,000.00	
508 Legal Fees	\$500.00	
509 Telephone	\$2,400.00	
510 Postage & Freight	\$450.00	(+50.00)
511 Equipment Repair and Replacement	\$7,000.00	
512 Building Maintenance	\$4,000.00	
513 First Responder Supplies	\$100.00	
514 Fire Extinguisher Maintenance	\$400.00	(+50.00)
515 Dues	\$800.00	
516 Publications	\$200.00	
518 Training	\$2,000.00	
519 Refreshments	\$1,500.00	
520 Turn Out Gear	\$17,600.00	(+7600.00)
521 Radio Repair	\$1,500.00	
522 NC Pension and NC Association Fee	\$2,000.00	
523 Cleveland County Benefit Fund	\$2,000.00	
524 Cleaning Supplies	\$500.00	
525 Annual Events	\$4,000.00	
526 SCBA Testing	\$2,300.00	
527 Security System	\$500.00	
528 Air Systems Maintenance	\$1,500.00	
529 Radios	\$27,700.00	(+24700.00)
530 Uniforms	\$2,000.00	
531 Hoses and Nozzles	\$3,000.00	
532 Hydrant Testing and Maintenance	\$2,000.00	
586 Contingency Fund, Flowers, Contributions	\$1,500.00	
Total Operation Budget	\$163,465.00	

Number Seven VFD
2016 - 2017 Budget

Proposed Budget

200 North Carolina State Matching Grant 50/50		
201 Retrofit Main Building Window Replacement Throughout Building	\$11,000.00	
202 Replace Bay Doors On Lower Building (2 doors 11'X10': 1 door 24'X10')	\$12,500.00	
203 Hydrant Installation	\$10,500.00	
Total Proposed Budget	\$34,000.00	
Total Operation Budget	\$163,465.00	
Total Proposed Budget	\$34,000.00	
Final Total	\$197,465.00	

The reason for increases are as follows:

Line Item 502

Tanker 365: Adding slideout extentions to each side dumps and rebuilding the cabinet that houses the drop tank

Line Item 506

More members attending fire schools outside county, covers travel expenses

Line Item 514

Adding more extinguishers to trucks, this will cover additional cost for servicing

Line Item 520

Need to purchase needed gear for new members

Line Item 529

Purchasing (7) 800mhz radios for interior firefighters

ACTION: Commissioner Hawkins moved to approve the operating budget for #7 Volunteer Fire Department. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

PUBLIC HEARING

PORTER'S FABRICATIONS INCENTIVE AGREEMENT: Commissioner Falls called Matt Blackwell, Director of Business Services for Cleveland County Economic Development Partnership, to the podium. Mr. Blackwell reminded Commissioners of the statutory authority under NC GS 158-7 for Boards of Commissioners to grant incentive agreements to industries in exchange for created jobs. Porters Group, LLC is a metal manufacturer and the incentive agreement is for five years at 45% of taxable new investment granted back to the company after all taxes have been paid. The company is relocating 152 jobs and is creating 44 new jobs over five years at an annual wage of \$42,000.00. The Kings Mountain City Council will be hearing a proposed incentive package at their June meeting as well.

The public hearing was opened at 6:12 p.m.

- David Dear: Mr. Dear spoke about Porter and that they were an excellent employer in a neighboring county for many years. Mr. Dear spoke about the excitement that CCEDP had in bringing this company into Cleveland County and that there is room on the property for them to expand at a later date and it will be a great start for this business in Cleveland County. He asked that the Commissioners approve the incentive agreement.
- Robert Williams: Mr. Williams stated that he did research online regarding Porters and it appeared that they knew what they were doing as a company but he had some concerns. He said that Porters is doing advanced manufacturing and he is concerned that Cleveland Community College did not have the equipment and capability to train students to be able to do this type of work. He also had concerns that,

since Porters was currently in Bessemer City, that the 152 relocated jobs would not include workers relocating their homes to Cleveland County and that the 44 new jobs might not be from Cleveland County workers either. Mr. Williams asked that the Commissioners take a look at Cleveland Community College's facilities and to ensure that they can handle training in high end manufacturing. He then reminded Commissioners that he had stated in several incentive agreement public hearings that the number of citizens on food stamps in Cleveland County needed to be examined and addressed. Mr. Williams then stated that he was in support of this incentive agreement.

The public hearing was closed at 6:16 p.m. Commissioner Hutchins stated that Cleveland Community College had done a lot of work to ensure that they were equipped to properly train students for this type of work.

ACTION: Commissioner Hawkins moved to approve the incentive agreement as presented. It was seconded by Commissioner Allen and unanimously approved by the Board.

NORTH CAROLINA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT BUILDING THROUGH CAPACITY AND KNOWLEDGE PROGRAM: Chairman Falls called Kerri Melton, Community Services Director, to the podium. Mrs. Melton presented an opportunity for the county to apply for a grant through the Department of Commerce. This grant, valued at up to \$50,000.00, is designed for local governments to send employees to training programs through the UNC School of Government. The program pays for the classes and for travel, food and lodging and will not cost the county money. Several employees have been to classes through the School of Government and the training offered is of very high quality. The grant also encourages local partnerships and the County is exploring partnering with the City of Shelby. Staff is asking the Commissioners to authorize the County to pursue this grant opportunity.

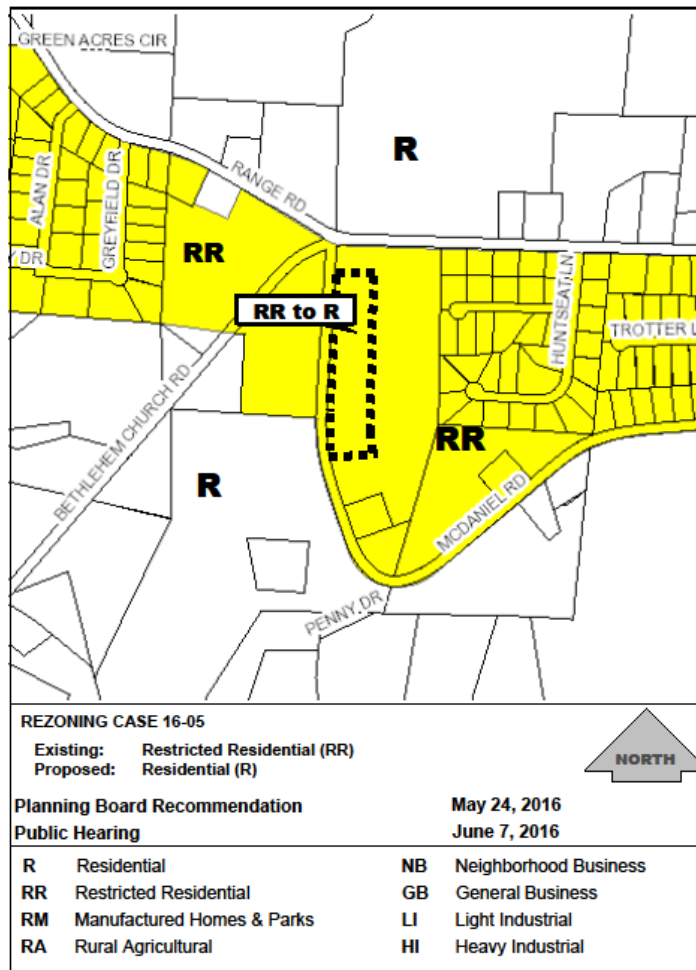
The public hearing was opened at 6:21 p.m. Hearing no one speak for or against, the hearing was closed at 6:21 p.m. Chairman Falls applauded the efforts of staff to find ways to further the education and abilities of staff and to look for ways to save the County money in doing so.

ACTION: Commissioner Hutchins moved to authorize staff to pursue this grant opportunity. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

ZONING CASE 16-05: 822 McDANIEL ROAD – RESTRICTED RESIDENTIAL TO

RESIDENTIAL: Chairman Falls called Bill McCarter, Planning Director, to the podium. Mr. McCarter stated the property owner wanted to rezone a portion of his property from restricted residential to residential so as to open a home based business. Restricted residential does not allow this but residential does.

The public hearing was opened at 6:24 and hearing no one speak for or against, the hearing was closed at 6:24 p.m.



ZONING MAP AMENDMENT - CASE 16-05
 Restricted Residential (RR) to Residential (R)

Planning Consultant Recommendation **APPROVE**

I have reviewed the petitioner's request for a Zoning Map amendment from Restricted Residential (RR) to Residential (R) for a lot of approximately 5.2 acres located at 822 McDaniel Road. The property is located between two nearly built-out subdivisions in the RR district. Property to the north across Range Road is zoned Residential, as is property across McDaniel Road west of the subject parcel. In addition to the nearby subdivisions, the area contains mostly large lots with a mix of agricultural and single-family residential uses.

This area is designated Residential in the Land Use Plan; therefore, the requested Map amendment is consistent with such designation. Barring any significant community concerns, I recommend approval of the requested amendment to the Zoning Map.

Jim Edwards
 Isothermal Planning & Development Commission

Planning Board Recommendation **APPROVE**

The Planning Board voted unanimously to recommend approving this rezoning request.

NCGS 153A-341 Requirements:

Is the amendment consistent with the 2015 Land Use Plan?
 This area was designated as Residential in the Land Use Plan, and any residential classification would be consistent with the plan.

Is the amendment reasonable and in the best interest of the public?
 The Planning Board voted unanimously to approve the rezoning request. There was no opposition at the Planning Board meeting. The Board recommended that we notify a broader area to reach all property owners that adjoined the parent tract. The Board also noted that this amendment would simply be an extension of an existing Residential zoning district.

Bill Chambliss, Chairman
 Cleveland County Planning Board

ACTION: Commissioner Hutchins moved to accept the rezoning request from restricted residential to residential at 822 McDaniel Road in Kings Mountain. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

REQUEST TO ABANDON A PORTION OF THE RIGHT OF WAY ON FIELDING ROAD: Mr. McCarter came back to the podium and stated that Foothills Public Shooting Range Director Sam Lockridge had requested that a portion of Fielding Road, just across the railroad tracks leading into the County's shooting range/landfill property, be abandoned so that the county could put in calming devices on that portion of the road to keep the speed of vehicles down due to the large number of citizens now on the property to use the shooting complex. Mr. McCarter said the county owned both sides of the property so there were no other petitioners.

The public hearing was opened at 6:26 p.m. and hearing no one speak for or against, the hearing was closed at 6:26 p.m.

Resolution 6-2016

Resolution

Order To Abandon Public Right-Of-Way Portion of Fielding Drive

WHEREAS, the Cleveland County Board of Commissioners have received a petition requesting the abandonment of a portion of the public right-of-way of **Fielding Drive** (approximately 0.1 mile).

WHEREAS, the mandates of North Carolina General Statute 153A-241 have been met regarding the proposed abandonment of the public right-of-way; and,

WHEREAS, the Cleveland County Board of Commissioners held a public hearing on June 7, 2016.

NOW THEREFORE, BE IT RESOLVED THAT, in accordance with North Carolina General Statute 153A-241:

1. The Cleveland County Board of Commissioners do hereby order the abandonment of said portion of **Fielding Drive**, and all rights, title, and interest that may be vested in the public is hereby released to the abutting property owners.
2. Notwithstanding the foregoing, a utility easement shall be reserved for the purpose of the construction, installation, maintenance or repair of a any public utility.
4. This resolution shall become effective upon its adoption and approval.

ADOPTED THIS 7th DAY OF JUNE 2016.

*Jason Falls, Chairman
Cleveland County Board of Commissioners*

**Henry Earle, Clerk
Cleveland County Board of Commissioners**

ACTION: Commissioner Hutchins moved to approve the request and resolution to order the abandonment. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

2016-2017 PROPOSED BUDGET: Chairman Falls stated that it was the intention of the Board of Commissioners to postpone the budget hearing until the Commissioner's meeting on June 21st.

ACTION: Commissioner Hutchins moved to postpone the hearing on the 2016-2017 proposed budget to a date certain of June 21st, 2016 at the Commissioner's Agenda Meeting. It was seconded by Commissioner Holbrook and unanimously approved by the Board.

REGULAR AGENDA

GROVER INTER-LOCAL MINIMUM HOUSING AGREEMENT: Mr. McCarter came forward and said that the town of Grover had asked for the County to administer minimum housing regulations for the city. Mr. McCarter said that the county was already administering this for Belwood, Lawndale and Kingstown and was encouraged in the land use plan for municipalities to enter into local agreements with the county for this administration. Commissioner Hutchins asked if the county would bear any cost or if any notices of condemnation would come from the City or the County. Mr. McCarter said the only cost would be some administrative time but that it was very minimal and that any real cost of advertising or demolition would be passed onto the City and ultimately the property owner.

**NORTH CAROLINA
CLEVELAND COUNTY**

**INTER-LOCAL AGREEMENT MINIMUM
HOUSING CODE ENFORCEMENT**

THIS AGREEMENT by and between CLEVELAND COUNTY, a North Carolina Municipal Corporation, located in the state of North Carolina, party of the first part, hereinafter referred to as "County", and THE TOWN OF GROVER, a North Carolina Municipal Corporation, located in Cleveland County, North Carolina, party of the second part, hereinafter referred to as "Town".

FOR THE BENEFIT OF THE CITIZENS OF THE TOWN OF GROVER, and for the powers and duties given CLEVELAND COUNTY within the corporate limits of the TOWN OF GROVER.

1. **PURPOSE**
The Town of Grover desires to provide basic minimum housing standards deemed essential to maintain any residential dwelling in safe and sanitary condition. Pursuant to the authority provided in Section 160A-441 of the North Carolina General Statutes, the *Town* hereby designates *Cleveland County*, to administer and enforce the provisions set forth in the Cleveland County Minimum Housing Code, as adopted by the Cleveland County Board of Commissioners on May 2, 2000 and as may be subsequently amended. The County shall have authority to exercise, within the corporate limits of the Town, all the powers and duties given it by the Cleveland County Minimum Housing Code.
2. **SERVICES**
The County shall administer and enforce the provisions of the Minimum Housing Code within the corporate limits of the Town of Grover. The Town agrees to indemnify and hold harmless Cleveland County from any liability, costs, expenses, claims or financial detriment of any kind or nature whatsoever which may be incurred as a result of providing this service.
3. **COST**
The Town agrees to pay for any costs related to the administration, including but not limited to legal notices, asbestos remediation, and demolition.
6. **AMENDMENT TO THE CODE**
If the County proposes any amendment to the Cleveland County Minimum Housing Code, it will provide the Town with written notice of the proposed amendment and also provide the Town a reasonable opportunity to review and comment on the proposed amendment, before the County holds a public hearing on the amendment.

7. **TERMINATION**
Should either party elect to terminate this Agreement, the party wishing to terminate shall provide at least a 90-day written notice to the other party.
8. **TERM**
This agreement becomes effective with respect to the County and the Town when it has been adopted by both the Cleveland County Board of Commissioners and the Town Council of Grover, and has been executed by a duly authorized representative on behalf of both parties.

Jason Falls, Chairman
Cleveland County Board of Commissioners

Date

Bill Willis
Bill Willis, Mayor
Town of Grover

5-10-2016
Date

ATTEST:

Lela Allen
Lela Allen, Deputy Town Clerk

5-10-2016
Date

(SEAL)

ACTION: Commissioner Allen moved to accept the inter-local agreement with the Town of Grover.

It was seconded by Commissioner Hawkins and unanimously adopted by the Board.

PUBLIC SAFETY ANSWERING POINT BACKUP PLAN MEMORANDUM OF

UNDERSTANDING: Chairman Falls asked Lorie Poston, 911 Communications Director, to come to the podium. Mrs. Poston stated the County is requesting to partner with the City of Shelby to use their Police Station as a Backup Answering Point to accept 911 calls in the event that the primary 911 Communications Center for the County is unable to operate. The pros to this agreement is that there would be a very minimal delay in service as well as significant cost savings to creating a standalone facility and the mobile equipment created a significant cost saving to having permanent equipment stored at the Shelby Police Department. The only cost to the county is approximately \$30,000.00 for the mobile equipment. This cost was already budgeted and much less than what was budgeted for the project. Commissioner Allen asked Mrs. Poston if this was a backup plan and Mrs. Poston said yes it was. Commissioner Hutchins stated that he knew the Communications department had done a lot of work and he commended them for their actions and their diligence in saving the county money while fulfilling their state requirements.

North Carolina,
Cleveland County.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF CLEVELAND, NORTH CAROLINA
AND THE CITY OF SHELBY, NORTH CAROLINA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into by and between the **COUNTY OF CLEVELAND, NORTH CAROLINA**, a Municipal Corporation; and the **CITY OF SHELBY, NORTH CAROLINA**, a Municipal Corporation;

WITNESSETH:

WHEREAS, the County of Cleveland and the City of Shelby are both bodies corporate and politic existing pursuant to the Laws of the State of North Carolina; and,

WHEREAS, both the County of Cleveland and the City of Shelby do operate 911 Emergency Communications Systems; and,

WHEREAS, during times of natural disaster and other unpredictable events, the County of Cleveland's communications system might be temporarily disabled; and,

WHEREAS, the County of Cleveland desires to establish a "Backup Public Safety Answering Point (PSAP) Agreement" in the event it would become necessary by reason of the County's systems becoming disabled, then such would be necessary to be used as a backup.

PURPOSE OF AGREEMENT

The purpose of this MOU is to establish a formal arrangement whereby the City of Shelby, North Carolina may operate and provide temporary space as a Backup 911 System, during such times as the County of Cleveland might experience a failure of its 911 Emergency Call System and/or Dispatch Center for purposes of responding to 911 and emergency calls.

TERM

Subject to the terms and conditions of this MOU, the term of this MOU shall commence upon execution and shall continue for a period of three (3) years. This Agreement shall be automatically extended for an additional three (3) year term unless one of the parties delivers a Notice of Intent to terminate at least one hundred twenty (120) days prior to the expiration of the initial three (3) year period.

Either party may terminate this Agreement upon a breach by the other party. If either party desires to terminate this MOU based upon a breach, it shall deliver a notice of its intent to terminate to the other party by registered or certified mail. Termination

shall not become effective until thirty (30) days after receipt of the Notice of Intent. However, such party as is alleged to be the breaching party, shall be allowed a period of up to sixty (60) days upon notice to cure any breach and/or default.

RESPONSIBILITIES OF EACH PARTY

That the parties hereto have established a "PSAP Back-Up Plan" with the specific responsibilities of each party for performance. That a copy of the same is attached hereto and marked as "Exhibit A" and is incorporated herein by reference as if fully set out.

AMENDMENT

This Agreement may not be modified or amended except by subsequent written modification, approved and authorized by the governing bodies of each of the parties and signed by an authorized representative of each of the parties.

RELATIONSHIP BETWEEN THE PARTIES

In consideration of the services provided herein, both parties agree that nothing contained herein is intended to be or should be construed to create an employer-employee, partner, or a principal-agent relationship between the parties. The parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and the acts of its employees performing the service under this Agreement shall be acts of the employees of that entity alone. Each entity agrees that in the performance of this service, its employees shall not require nor be entitled to any compensation rights or benefits of any kind whatsoever from any other entity to this Agreement, including, but not limited to tenure rights, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, Unemployment Compensation or severance pay.

COSTS

The cost of operations and providing the services under the terms of this MOU shall remain the responsibilities of the respective parties.

REMEDIES

This MOU shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy or privilege hereunder, shall not operate as a waiver of such right, remedy or privilege, nor prevent subsequent enforcement.

INDEMNITY

Each party shall indemnify, defend, and hold each other harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever provided the same does not arise out of any negligence or breach of duty by either party.

SEVERABILITY

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written MOU shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of the respective representatives, have caused this memorandum of Understanding, to be duly executed, the day and year first written above.

COUNTY OF CLEVELAND, NORTH CAROLINA

BY: _____
COUNTY MANAGER

ATTEST: _____
COUNTY CLERK

CITY OF SHELBY, NORTH CAROLINA

BY: _____
CITY MANAGER

ATTEST: _____
CITY CLERK

ACTION: Commissioner Hutchins moved to approve the Memorandum of Understanding with the City of Shelby. It was seconded by Commissioner Holbrook and unanimously adopted by the Board.

COMMISSIONER REPORTS

Commissioner Hawkins: The Life Enrichment Center in Kings Mountain is beginning to start a capital campaign fund and Holland Hamrick will be the architects for their building project. Commissioner Hawkins thanked the Board and the staff for making his job as Commissioner so enjoyable.

Commissioner Allen: Attended the Memorial Day event in for the Veterans Advisory Council this past weekend and she said it is always good to honor those that made the sacrifice for our country.

Commissioner Hutchins: MPO meetings and KM Advisory Council meetings. The County projects with the MPO are highly ranked and that will help us as we move forward with these projects. The rifle range at the shooting complex may be ready to go fairly soon as well.

Commissioner Holbrook: The Community College is working in conjunction with the County and corporate partners to get the training facilities to be at the forefront of technology. The school just received a \$20,000.00 grant from the Haas Foundation to improve technology. The American Legion World Series is in full swing and there should be an economic development announcement very soon.

Chairman Falls: He stated that he appreciated the Board working together so well over the next few months to get meetings accomplished. He asked that everyone pray for those with kids who are graduating or going to school for the first time soon.

ADJOURN

Chairman Falls entertained a motion to adjourn. The motion was made by Commissioner Hutchins, seconded by Commissioner Hawkins and unanimously approved by the Board. The next regularly scheduled meeting of the Cleveland County Board of Commissioners will be Tuesday, June 21st at 6:00 in the Commissioner's Chamber.