Cleveland County Board of Commissioners
January 19, 2021

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

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

CALL TO ORDER

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

AGENDA ADOPTION

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

SPECIAL PRESENTATION

COVID-19 VACCINATION UPDATE

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

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

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

- Active…………….552 (6.5%)
- Deaths……………172 (2.0%)
- Recovered……….7,761 (91.5%)
The following information and PowerPoint were presented to Board members.

**COVID 19 & VACCINATION UPDATE**

**Emergency Management Update**
- 3/18/20: Governor Declared Emergency for North Carolina
- 3/18/20: Governor: 71 Executive Order, Mandatory Shutoff
- 3/19/20: Executive Order 101: 360,000 individuals
- 3/19/20: Definition of Essential Worker at Home: Essential Business, Essential Healthcare, Essential Public Service
- 3/19/20: Charlotte: Stockton Boulevard Riverfront Center
- Local Crisis by Ordinance may exist: \( y = mx + b \) - measure community parameters
- would only be applicable to \( y = mx + b \) and would be effective in these public Agendas on other Eternal Bodies.

**WHO**
A phased approach to distribution (as of June 1, 2021)
- Health Care Workers
- Long-term Care Staff and Residents
- Elderly
- Essential Workers
- People at High Risk for Complications and Increased Risk of Severe Disease
- Frontline Health Care Workers

**HOW**
- Understanding who is in Group 2 (65 years and older)
  - Estimated 130,000 residents
- Utilizing multiple platforms of communication
  - Mail: Direct Mail based on County Data Show
  - Pop-Up Vaccination Clinics at Places Elsewhere scheduled for June & July
- 750 vaccinations/day 3 times/week (as doses allocated)
  - Requires 26 staff - 6 days a week (including Dose)

**WHERE**
Point of Distribution (POD) Model
- Burns Middle School
- Kings Mountain Intermediate School
- Crest High School
- Public Health Center

**COVID19 Update**

**A Closer Look.....**

**WHEN**

December 2020: County Health Department
January 2021: County Health Department
March 2021: County Health Department
April 2021: County Health Department
May 2021: County Health Department

**Inventory Management**

Here are the allowances determined by NCDHHS:
- Population
- Hospital Capable
- Higher-Dose Vaccine Administered
- Inventory on Hand

**TOTAL COVID Vaccine Doses received by Cleveland County Health Department**
- 1,200
- 2,000
- 200
- 1,200

**% of COVID Vaccine Administered**
- 100%
Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Hutchins commented on North Carolina Governor Roy Cooper’s comments regarding the number of vaccinations available to counties throughout the state. Commissioner Hutchins inquired if the actual scheduling and doses are different than what the Governor has stated. Mrs. Hansen stated there is a little difference in the numbers. It is the understanding that the Department of Health and Human Services for the state actually receives doses on Thursday morning from the federal government who then contacts the counties to let them know the dose allocation they will be receiving. Commissioner Hutchins advised the County could work with the municipalities and use the reverse 911 system if needed to help spread the vaccination information to the residents of the county.

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

**CITIZEN RECOGNITION**

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

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

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

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

The County has received requests for the accounts of certain closed sessions. Accounts of closed session are public records. However, they may be withheld from public inspection so long as such public inspection would frustrate the purpose of the closed session. Where public information is intermingled with confidential information, it is the duty of the government holding the records to separate the confidential and nonconfidential information.

Pursuant to Rule 6(e) of the Board of Commissioners’ rules of procedure, minutes and general accounts of closed sessions may be unsealed by a majority vote of the Board of Commissioners or, for closed session that took place three or more years ago, by the Clerk, County Manager, and an attorney for the County. The following closed session minutes are being requested to be unsealed:

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

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

TAX COLLECTOR’S MONTHLY REPORT

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

<table>
<thead>
<tr>
<th>TOTAL TAXES COLLECTED DECEMBER 2020</th>
<th>AMOUNT-REAL</th>
<th>AMOUNT-VEHICLE</th>
<th>AMOUNT-GAP</th>
<th>COMBINED AMT</th>
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<tbody>
<tr>
<td>DEF REV</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2020</td>
<td>$17,970,606.66</td>
<td>$0.00</td>
<td>$2,940.07</td>
<td>$17,970,606.66</td>
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<tr>
<td>2019</td>
<td>$5,871,05</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,871,05</td>
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<tr>
<td>2018</td>
<td>$6,673.64</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,673.64</td>
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<tr>
<td>2017</td>
<td>$5,808.66</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,808.66</td>
</tr>
<tr>
<td>2016</td>
<td>$652.86</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$652.86</td>
</tr>
<tr>
<td>2015</td>
<td>$547.43</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>2014</td>
<td>$261.76</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2013</td>
<td>$467.93</td>
<td>$130.78</td>
<td>$0.00</td>
<td>$608.71</td>
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<td>2012</td>
<td>$456.78</td>
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<tr>
<td>2011</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$772.63</td>
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<tr>
<td>2010</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>TOTALS</td>
<td>$16,045,354.42</td>
<td>$130.76</td>
<td>$2,940.07</td>
<td>$16,045,515.35</td>
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| DISCOUNT                            | $0.00       | $0.00          | $0.00      | $0.00        |
| INTEREST                             | $11,367.58  | $105.45        | $0.00      | $11,473.03   |
| TOLERANCE                           | ($11.09)    | $0.00          | $2.42      | $2.42        |
| ADVERTISING                         | $251.96     | $0.00          | $0.00      | $0.00        |
| GARNISHMENT                         | $502.31     | $60.15         | $0.00      | $562.46      |
| NS/PATTY                            | $0.00       | $0.00          | $0.00      | $0.00        |
| TOTALS                               | $18,057,524.50 | $296.30              | $2,943.39  | $18,064,764.09 |

<table>
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<th>TOTAL TAXES UNCOLLECTED DECEMBER 2020</th>
<th>AMOUNT-REAL</th>
<th>AMOUNT-VEHICLE</th>
<th>AMOUNT-GAP</th>
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<td>2020</td>
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<td>$1,362,617.73</td>
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<td>$120,207.71</td>
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<tr>
<td>2010</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTALS</td>
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<td>$183,144.35</td>
<td>$94,500.95</td>
<td>$23,089,212.91</td>
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</table>
TAX ABATEMENTS AND SUPPLEMENTS AND PENDING REFUNDS/RELEASES

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during December 2020. The monthly grand total of tax abatements was listed as ($7,316.49) and monthly grand total for tax supplements was listed as $14,017.08.

ACTION: Commissioner Gordon made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.

TAX ADMINISTRATION: DESIGNATION OF REVIEW OFFICER

North Carolina General Statute 47-30.2 requires that the Board of Commissioners designate one or more persons experienced in mapping or land records management as a Review Officer. The designated Officer will review each map and plat when required to certify compliance with all statutory requirements for recording. Ms. Camp has been employed with the Tax Administration Department Mapping Section since 2016 and has completed plat review training through NC Secretary of State, Land Records Division. Designate Shana Camp as Review Officer and delete Ronald Jordan and Jan Deviney from roster due to their retirement.

ACTION: Commissioner Gordon made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, to approve the designation of Shana Camp as the Review Officer.

BOARD OF ELECTIONS: BUDGET AMENDMENT (BNA #038)

ACTION: Commissioner Gordon made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, to approve the following budget amendment:
Account Number  Project Code  Department/Account Name        Increase       Decrease
010.418.4.340.00  Board of Elections/State-Other Revenues  $28,851.00
010.418.5.122.00  Board of Elections/Salaries-Wages PT  $28,851.00

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

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

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

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

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

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

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

Account Number  Project Code  Department/Account Name        Increase       Decrease
010.441.4.810.19  Sheriff’s Office/Donat-Contrib Christmas  $672.00
010.441.5.790.19  Sheriff’s Office/Donat-Contrib Christmas  $672.00

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

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

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

Account Number  Project Code  Department/Account Name        Increase       Decrease
010.441.4.810.19  Sheriff’s Office/Donat-Contrib Christmas  $5,000.00
010.441.5.790.19  Sheriff’s Office/Donat-Contrib Christmas  $5,000.00

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

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

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

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

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

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

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

Account Number  Project Code  Department/Account Name        Increase       Decrease
012.533.4.310.00  Adult Health/Fed Govt Grant-ELC Enhancing Detection  $194,969.00
012.533.5.121.00  Adult Health/Salaries-Wages Reg  $54,469.00
012.533.5.240.00  Adult Health/Automotive Supplies  $5,000.00
012.533.5.370.00  Adult Health/Advertising-Promotions  $15,500.00
Explanation of Revisions: The Cleveland County Health Department has been allocated $194,969 in funds from the North Carolina Department of Health and Human Services to assist with enhancing test capabilities and increasing response activities through testing, contact tracing with regards to the COVID-19 pandemic. Funds will be used to cover existing salaries/expenses. Also, a metal structure, repair and improvement for the current trailers and any additional COVID-19 response needs to support contract testing.

REGULAR AGENDA

APPOINTMENT AND OATH OF CLEVELAND COUNTY TAX ASSESSOR

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

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

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

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

OATH OF OFFICE

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

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

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

[Signature]
Sherry Lavender, Tax Assessor

Subscribed and sworn to before me this the 19th of January, 2021.

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

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

<table>
<thead>
<tr>
<th>2020 LATE APPLICATIONS FOR EXEMPTION / EXCLUSION / DEFERRAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>As of January 15, 2021</td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td><strong>Parcel/Account</strong></td>
</tr>
<tr>
<td>Compass Aviation Inc</td>
<td>131057</td>
</tr>
<tr>
<td>Cleveland County Abuse Prevention Council Inc</td>
<td>30122</td>
</tr>
<tr>
<td>Janda Y. Good</td>
<td>4741</td>
</tr>
<tr>
<td>Michael Wayne Long</td>
<td>52790</td>
</tr>
<tr>
<td>Freda Salerco</td>
<td>11255</td>
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<tr>
<td>Joe Phillip Putnam, Vivian Putnam</td>
<td>12349</td>
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<tr>
<td>Judy J Bowman</td>
<td>13793</td>
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<tr>
<td>Hope B. Ward</td>
<td>36530</td>
</tr>
<tr>
<td>Phyllis Bell Brackett, DeWee Carroll Brackett</td>
<td>15478, M15478</td>
</tr>
<tr>
<td>Elle Mae Crosby</td>
<td>0027</td>
</tr>
<tr>
<td>Wayne Yarbrough, David Yarbrough, Sherry Jenkins, Jerry Putnam</td>
<td>10911, 10713, 10714, 10741</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Organizational Financial Health

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

Challenges
- Weak economy, inflationary effects, high per capita of $3,100,000 and projected per capita effective buying power at 76.5% of the national average.

Financing Recommendations

- Capital One Public Finance
- Reference all loans under consideration and reference their existing 2017 installment purchase contract
  - 2.10% Tax Exempt
  - 50 Bank Fees
  - Net Callable until 9/1/2020
  - Partial Pre-Payment is Permitted
  - No Term Extension
  - No Change in 10 Year Payout

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

ELECTRONIC TIME KEEPING

Chairman Bridges called Jeff Sedlacek, ICMA Management Fellow, to the podium to present the electronic time keeping. Following the approval from the Board of Commissioners in 2018 to select Keystone Information Systems as the county’s enterprise resource planning system, it has been the goal to implement...
electronic timekeeping within Cleveland County. County administration and human resources have made continual efforts to modernize operations through revising the personnel ordinance, payment in arrears, and standardized work weeks. These efforts have allowed staff to modernize operations and set the foundation to incorporate electronic timekeeping in the organization. In September of 2020, Cleveland County staff began the process to identify a timekeeping vendor. Staff members from several departments within the organization and the Cleveland County Sheriff’s Office formed the Electronic Timekeeping Committee to identify, research, and lead the implementation of a system. Through a competitive bid process with extensive research on the bidders and their solutions offered, the committee has identified a system to implement within the organization. The following information and PowerPoint were presented to the Board.

### Timeline
- **2020**: Timeframe
- **September**: Vendor research
- **October**: RFQ developed
- **November**: RFQ awarded for implementation

### Criteria
1. User friendliness
2. Reporting accuracy
3. Compatibility with Keystone
4. Scheduling features
5. Training/customer service
6. Return on investment
7. Implementation before July 1, 2021

### Cost Summary
- **TimeClock Plus**
  - Initial costs: Min: $113,000, Max: $146,000
  - Recurring costs: Min: $5,510, Max: $5,840
  - 5-year contract
  - Total: $53,265
- **UKG**
  - Initial costs: Min: $613,500
  - Recurring costs: Max: $5,840
  - 5-year contract
  - Total: $613,500

Estimated $800,000-$1,000,000 in savings over 10 years.
Chairman Bridges opened the floor to the Board for questions and discussion. Commissioner Chairman Bridges asked if TimeClock plus would apply to all county employees including the Sheriff’s Office, Emergency Medical Services, Health Department and Social Services. Mr. Sedlacek advised it would. Commissioner Whetstine commented on the time frame to implement this system county wide by July 1, 2021. Mr. Sedlacek stated it is an aggressive approach however, there has been much collaboration between departments, such as Human Resources, Finance and the Sheriff’s Office to achieve this implementation goal.

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, to approve the bid submitted by TimeClock Plus for timekeeping within the Cleveland County and Cleveland County Sheriff’s Office.
2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept any and all losses that occur under Client's account or password, including, but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the restrictions on use of Client's account and password, including, but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the restrictions on use of Client's account and password, including, but not limited to any acts or omissions by Designated Users.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services in any manner that could damage, disable, overload, or impair the TCP Services or impair the ability of other users to use and enjoy the TCP Services; (i) attempt to gain unauthorized access to any service, system, account, or computer, including, but not limited to, using passwords or account information, engaging in password cracking or other means of unauthorized access; (ii) use, retransmit, or forward TCP Services or any other means of information or data in any manner that could damage, disable, overload, or impair the TCP Services; (iii) use or cause to be used any device, program, or procedure for the purpose of avoiding or circumventing the security mechanisms of the TCP Services; (iv) remove, or make any unauthorized change to, any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use or operation thereof; (v) otherwise violate or attempt to violate any other means of information or analysis (including benchmarks) relating to the TCP Services; or (vi) use the TCP Services in a manner that violates or infringes any laws, rules, regulations, third-party intellectual property rights, or third-party privacy rights. Client may not use any automated means, including agents, robots, spiders, or scripts, to access or monitor the TCP Services, except to the extent that such use may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce the Agreement.

2.3 Third Party Services.

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

As applicable, Client hereby grants TCP the limited right to access each Third-Party Platform, and TCP is entitled to, and will, in its reasonable discretion, use the TCP Services in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP agrees to the terms of use, usage guidelines, and on behalf of Client with the third-party providers of the TCP Services, Client agrees to use, and cease using, any third-party Third-Party Platform provided by TCP in accordance with this Agreement and the TCP Services in connection with any Third-Party Platform, and TCP’s access to such Third-Party Platform for the benefit of Client’s subscription to the TCP Services is conditioned upon all other agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license (the "Client Data") to use the Client Data (as defined in the Agreement) for the express purpose of providing the TCP Services. Client acknowledges and agrees that TCP will use the Client Data only in connection with the performance of the TCP Services, which may include the provision of the TCP Services to other clients, and that TCP will use the Client Data only as necessary to provide the TCP Services. The Client Data is provided to TCP for the sole purpose of providing the TCP Services and shall not be used by TCP for any other purpose. The Client Data is owned by Client and is protected by all applicable intellectual property laws in the United States and other places. TCP shall be solely responsible for the Client Data.

2.4.2 Data Backups and Retention. TCP shall undertake commercially reasonable efforts to backup Client’s Data, but TCP’s objective has been to create a backup and retain it in accordance with TCP’s retention policy as set forth in the Privacy Policy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy, and all applicable data protection laws. Client will maintain its own data collection, disclosure, retention, and storage policies and if and as required by applicable law.

2.4.3 Biometric Data. Neither TCP nor Client will collect Biometric Data from Client.

2.4.4 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall govern the rights of such data subjects and respect the original purpose of such data collection. Client, as the party that determines the means and purposes for processing Client Data, shall be responsible for responding to each request in accordance with all applicable law and TCP’s policies and procedures for requests for inspection or other issues of Personal Data. Notwithstanding any other language in this Section, TCP shall not be considered to be a data controller or processor of any Personal Data unless it has been identified to TCP by Client onto the TCP Services, and Client’s obligations under this Section shall be limited to TCP's obligations as Data Processor as defined by applicable law. TCP may rely on Client’s written instructions to respond to each request in accordance with applicable data protection laws.

2.5 Data Privacy.

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

2.5.2 Biometric Data. Neither TCP nor Client will collect Biometric Data from Client.

2.5.3 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall govern the rights of such data subjects and respect the original purpose of such data collection. Client, as the party that determines the means and purposes for processing Client Data, shall be responsible for responding to each request in accordance with all applicable law and TCP’s policies and procedures for requests for inspection or other issues of Personal Data. Notwithstanding any other language in this Section, TCP shall not be considered to be a data controller or processor of any Personal Data unless it has been identified to TCP by Client onto the TCP Services, and Client’s obligations under this Section shall be limited to TCP's obligations as Data Processor as defined by applicable law. TCP may rely on Client’s written instructions to respond to each request in accordance with applicable data protection laws.

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

2.6 Confidential Information.

2.6.1 TCP may retain copies of the TCP Services, including the TCP Services in connection with any Third-Party Platform, and TCP’s access to such Third-Party Platform for the benefit of Client’s subscription to the TCP Services is conditioned upon all other agreements and terms applicable to such Third-Party Platform. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy, and all applicable data protection laws. Client will maintain its own data collection, disclosure, retention, and storage policies and if and as required by applicable law.

2.6.2 Biometric Data. Neither TCP nor Client will collect Biometric Data from Client.

2.6.3 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall govern the rights of such data subjects and respect the original purpose of such data collection. Client, as the party that determines the means and purposes for processing Client Data, shall be responsible for responding to each request in accordance with all applicable law and TCP’s policies and procedures for requests for inspection or other issues of Personal Data. Notwithstanding any other language in this Section, TCP shall not be considered to be a data controller or processor of any Personal Data unless it has been identified to TCP by Client onto the TCP Services, and Client’s obligations under this Section shall be limited to TCP's obligations as Data Processor as defined by applicable law. TCP may rely on Client’s written instructions to respond to each request in accordance with applicable data protection laws.

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

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

5. Confidential Information.

5.1 Each party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other party (the "Disclosing Party") concerning the Disclosing Party’s business, plans, customers, software, technology, products, other information held in confidence by the Disclosing Party. In addition, the Disclosing Party’s personal, confidential, and/or sensitive information will include (i) all information in tangible or intangible form that is marked as or designated as confidential, (ii) all information in tangible or intangible form that is otherwise designated as confidential or restricted; and (iii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not to the extent that TCP is or may be providing services described herein. Notwithstanding any other language in this Agreement, the parties acknowledge that the Client is subject to North Carolina’s laws governing public records, and that confidential trade secret information may only be withheld in response to a public records request as allowed by N.C.G.S. § 132-1(2).
provided. Payment by Client for all Use Fees is due upon receipt of each TCP Involve, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been chartered by TCP. All payments shall be made to TCP Electronics, Inc., 201 South Main Street, Suite A, U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fees which is based on the aggregated permissions for each Active Employee. Client determines its Active Employee for Monthly Employee Fees calculation by maximum number of the Active Employees who are made active during any calendar month. Client may add additional Employees per calendar month, by paying the corresponding Employee Fees for the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employees that have been terminated.

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

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

8.5 Except as set forth in Section 8.6 of this Agreement, subsequent to first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will become effective no more than once in any consecutive twelve (12) month period and such increase shall not exceed two and a half percent (2.5%)

8.6. Client may prepay greater than one (1) year of TCP Services, and in doing so, will avoid any increases in Use Fees until expiration of the Initial Term. Subsequent to the Initial Term, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will become effective no more than once in any consecutive twelve (12) month period and such increase shall not exceed two and a half percent (2.5%)

9. Taxes. An applicable Client, shall, in addition to the above fees, pay all applicable taxes levied upon the agreement, by law, or order of any local, state, or federal taxing authority applicable to this Agreement, except that Client shall not be liable for taxes based on TCP’s aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall continue in full force and effect for the Initial Term (the “Initial Term”), and shall automatically renew for successive terms of the same length as the Initial Term thereafter, unless either party gives written notice of its intention to terminate this Agreement before the end of the then current term (the Initial Term and subsequent renewal terms referred to as the “Term”).

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after written notice of the same, or (ii) in the case of failure to pay Use Fees, thirty (30) days.

12. Affirmation of Breach. If any breach of this Agreement shall occur or be alleged, the non-breaching Party shall give written notice thereof to the breaching Party, specifying the nature of the alleged breach, and the breaching Party shall have thirty (30) days after receipt of such written notice to cure such breach, after which such parties shall endeavor in good faith to resolve such breach to the reasonable satisfaction of both parties,

13. Settlement. The breaching Party shall, within seven (7) days after such notice, tender to the non-breaching Party a settlement offer which in the non-breaching Party’s reasonable judgment reasonably relates to the alleged breach.


14.1 Client hereby acknowledges and agrees that Client may be liable to TCP, its employees or customers, or the third parties for TCP’s use of any confidential or proprietary information provided or disclosed to TCP by Client, or for TCP’s use of any information or data provided or disclosed to TCP by Client, and that TCP may be entitled to recover damages, costs and expenses, including reasonable attorney’s fees, for all such damages, costs and expenses.

15. Miscellaneous.

16. Limitation of Liability. The Client agrees that any claims that may be made against TCP for TCP Services are hereby excluded from the scope of the TCP Services. Client agrees to release TCP from all liability, whether tortious or contract, for any injury to person or property, whether caused by the negligence of TCP or otherwise, which may be suffered or incurred by Client or any third party in connection with the TCP Services, whether provided by TCP or by any third party provided by TCP, and whether provided by TCP or by any third party.

17. Assignment. The Client may not assign this Agreement without TCP’s prior written consent. TCP may assign this Agreement in its sole discretion. In the event of assignment by TCP, all rights and obligations of Client under this Agreement shall pass to the assignee, without any limitation or restriction.

18. Waiver. The failure of either Party to waive any breach of this Agreement by the other Party shall not waive any other or additional breach of this Agreement by the other Party, nor shall it waive any right or remedy available to the non-breaching Party.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

20. Attorneys’ Fees. In the event that either Party brings any legal action against the other Party, the prevailing Party shall be entitled to recover all costs and expenses of such action, including reasonable attorney’s fees.

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

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, and no assignment shall be made by either Party unless such assignment is made in accordance with the terms of this Agreement. In the event of assignment by Client, all rights and obligations of Client under this Agreement shall pass to the assignee, without any limitation or restriction.

23. Continuing Obligations. The Client’s rights under this Agreement shall continue in full effect and are enforceable in accordance with the terms thereof notwithstanding the termination of this Agreement, unless such termination is imposed by law, if any, and any applicable provisions contained herein.

24. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior communications and agreements regarding the same. This Agreement may not be amended or modified except in writing signed by both parties hereto.
26. Marketing. During the Term hereof, Client agrees that TCP may publish refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

27. Force Majeure. Except for the obligations to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, flood, earthquake, riot, asbestos, labor shortages or disputes, governmental act or complex or partial failure of the Internet (not resulting from the acts or omissions of TCP) provided that the index of the Party (a) gives the other Party prompt notice of such cause, and (b) uses reasonable commercial efforts to promptly correct such failure or delay in performance.

30. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE FUTURABLE EXEMPTION PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES AND APPENDICES ATTACHED TO THIS AGREEMENT, ON THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD SEEK TO ENFORCE THE FORFEITORY WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

32. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any portion of this Agreement or any part thereof shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
PUBLIC RECORDS AND CONFIDENTIALITY: The County is required to comply with the North Carolina laws regarding public records and open meetings. Notwithstanding anything to the contrary in this contract, the County shall not be liable to any party for disclosing the Contract, any documents or communications made or received in relation thereto, or any third party of the public at large, if such disclosure is made by the County in a good faith effort within its sole discretion to comply with any public records request or other applicable laws.

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

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

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

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

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

SEVERABILITY: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, unforeseeable, or otherwise not authorized in any jurisdiction shall, to the extent and jurisdiction, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provisions (b) hereof in each jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

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

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

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

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

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

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

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

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

Case # 20-13 Zoning Map
Sandy Point Drive
Manufactured Home Parks (RM) to Restricted Residential (RR)
15 Parcels 23.1 Acres
Chairman Bridges opened the Public Hearing at 6:55 pm for anyone wanting to speak for or against Case 20-13; Request to Re-zone property along Sandy Point Road from Manufactured Home Parks (RM) to Restricted Residential (RR) (Legal Notice was published in the Shelby Star on Friday, January 8 and Friday, January 15, 2020).

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

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

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

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

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

Commissioner Hardin inquired what would be involved to keep the first two lots zoned as Manufactured Home Parks (RM) but rezone the remaining parcels as Restricted Residential (RR). Mr. Martin explained that the Board does have the option to rezone less than what was requested but they can not rezone more. If the two lots
were pulled from the application and remained Manufactured Home Parks (RM), then that property owner would have a different set of uses allowed versus the remaining property owners in the neighborhood. Commissioner Hutchins asked if the rezoning is approved, Mr. Barcklebag would then be grandfathered in, but would happen if a manufactured home needed to be replaced or if he wanted to expand the number of homes on the lots. Mr. Martin explained the property owner could replace older models or expanding on existing homes that are already on the lots. To add future homes, the owner would need to appear before the Board of Adjustment and ask for a Conditional Use Permit. Commissioner Hardin inquired if there was a limit on the number of manufactured homes that could be placed on the two lots. Mr. Martin advised the owner could place three homes per acre. The two lots are approximately three acres, so the owner could place a total of nine homes on the two lots.

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

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

**INSTALLMENT FINANCING**

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

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

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

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

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

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

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

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

1. The Board hereby finds and determines in connection with the proposed installment financing agreement that (a) such proposed agreement is necessary or expedient to the County, (b) such proposed agreement, under current circumstances, is preferable to a general obligation bond issue of the County for the same purpose, (c) the sums estimated to fall due under such proposed agreement are adequate and not excessive for their proposed purpose, (d) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with the law, (e) any increase in taxes due to the proposed agreement are reasonable and acceptable, and (f) the County is not in default regarding any of its debt service obligations.

2. The Board hereby requests the Local Government Commission of North Carolina to approve such proposed agreement under Article 8 of Chapter 159 of the General Statutes of North Carolina. The Board appoints Davenport as financial advisor and Robinson Bradshaw & Hinson P.A. as special counsel for the transaction.

3. The Board hereby accepts the proposal of Capital One Public Funding and authorizes County staff to work and negotiate with that organization regarding that proposed agreement.

4. This Resolution shall become effective immediately upon its adoption.

Adopted this the 19th Day of January, 2021.

[Signature]
Doug Byrnes, Chairman
Cleveland County Board of Commissioners

ATTEST:

[Signature]
Phyllis Watson, Clerk
Cleveland County Board of Commissioners
BOARD APPOINTMENTS

CLEVELAND COUNTY AGRICULTURAL ADVISORY BOARD

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

CLEVELAND COUNTY COMMISSION FOR WOMEN

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

CLEVELAND COUNTY PLANNING BOARD

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

COMMISSIONER REPORTS

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

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

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

Commissioner Whetstine – echoed Commissioner Hardin’s comments.

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

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, to adjourn the meeting. The next meeting of the Commission is scheduled for Tuesday, February 2, 2021 at 6:00 p.m. in the Commissioners Chamber.

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Doug Bridges, Chairman
Cleveland County Board of Commissioners

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