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:**
Susan Allen, Chairman  
Ronnie Whetstine, Vice-Chair  
Johnny Hutchins, Commissioner  
Doug Bridges, Commissioner  
Deb Hardin, Commissioner  
Brian Epley, County Manager  
Tim Moore, County Attorney  
Phyllis Nowlen, Clerk to the Board  
Kerri Melton, Assistant County Manager  
Chris Green, Tax Administrator  
Shane Fox, Chief Financial Officer  
Elliot Engstrom, Senior Staff Attorney  
Ryan Wilmoth, Emergency Medical Services Director  
Lorie Poston, E-911 Communications Director  
Allison Mauney, Human Resources Director  
Perry Davis, Emergency Management Director/Fire Marshal  
Jason Falls, LeGrand Center Executive Director  
Jane Shooter, Interim Social Services Director  
Dorothea Wyant, Health Director  
Daryl Sando, Electronic Maintenance Director  
Marty Gold, Information Technology Director  
Clifton Philbeck, Elections Director

**CALL TO ORDER**
Chairman Allen called the meeting to order and American Legion Post 82 Commander Jim Holland and Post 155 Commander Tommy Schytle provided the invocation and Commander Holland led the audience in the Pledge of Allegiance.

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

**SPECIAL PRESENTATION**
Chairman Allen recognized Jim Quinlan, American Legion Post 82 Commander, to speak about the 100th Anniversary of the American Legion. The American Legion was founded by World War I veterans who, when they returned home, had no veteran’s administration or benefits. They began strong lobbying efforts which started the Veteran’s Administration and were responsible for the GI Bill in 1944. The American Legion gave a grant to the American Heart Association (AHA) which was a key factor in creating the AHA. Several years later with another grant, the American Legion started the American Mental Health Association. Throughout history, the American Legion has been instrumental in the creation of several health associations and the legion continues to grow by leaps and bounds. Members of the association are proud to be part of the organization and what it represents.
CITIZEN RECOGNITION

No one registered to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the February 5, 2019 regular meeting, in board members packets.

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

TAX COLLECTOR’S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during January 2019.
TAX ABATEMENTS AND SUPPLEMENTS

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during January 2019. The monthly grand total of tax abatements was listed as ($13,707.75) and monthly grand total for tax supplements was listed as $29,837.54.
**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.

**TAX DEPARTMENT: ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY**

Per N.C.G.S. 105-369, uncollected taxes for the current year that are a lien on real property, must be advertised in a newspaper having general circulation in the taxing unit. Upon receipt of the Tax Collector’s report in February, the governing body must order the Tax Collector to advertise the tax liens.

<table>
<thead>
<tr>
<th>Number of Parcels</th>
<th>8,553</th>
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<tbody>
<tr>
<td>Assessed Value</td>
<td>$5,095,345,007</td>
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<tr>
<td>Base Tax</td>
<td>$4,248,722.91</td>
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<tr>
<td>Assessments</td>
<td>$1,158,678.37</td>
</tr>
<tr>
<td>Penalties</td>
<td>$86,551.85</td>
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<tr>
<td>Interest</td>
<td>$27,413.84</td>
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<tr>
<td>Flat Fees</td>
<td>$48.96</td>
</tr>
<tr>
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<td>$4,464,401.88</td>
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<tr>
<td>Total Additional Charges</td>
<td>$124,014.25</td>
</tr>
<tr>
<td>Total Due</td>
<td>$4,588,416.13</td>
</tr>
</tbody>
</table>

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, authorize the tax collector to, on or about March 15, 2019, advertise tax liens on real property that remain unpaid as of March 7, 2019. Advertisement shall be made in the manner provided by N.C.G.S. 105-369.

**DEPARTMENT OF PUBLIC SAFETY PROBATION & PAROLE LEASE AGREEMENT**

State statute requires the County to provide space to probation officers and their support staff from the Department of Public Safety (DPS). DPS has requested that the County Manager enter into a lease formalizing the County’s current arrangement. Staff recommend entering into the lease. Probation and Parole staff from DPS have been occupying space at 408 E. Marion Street in Shelby, near the courthouse. However, they have been doing so with no formal agreement. DPS has requested a formal lease be entered into between DPS and the County, and County staff agrees, and the lease will serve as evidence of the County’s compliance with G.S. 15-209. The lease runs through September 30, 2021 for the sum of $1.00, and includes parking, facilities, and janitorial services that the County has traditionally provided to DPS staff.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, approve the Department of Public Safety Probation & Parole Lease Agreement.
LEASE AGREEMENT

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 10th day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 1987; and

WHEREAS, the parties hereby have mutually agreed to the terms of this lease agreement as hereinafter set forth,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessee does hereby lease and lease into Lessee and Lessee hereby takes and leases from Lessee for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Shelby, County of Cleveland, North Carolina, more particularly described as follows:

Being the 14,340 net square feet of office space located at 408 E. Marion Street, Shelby, Cleveland County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY (Professor and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years commencing on the 1st day of October, 2021 or as soon thereafter as the lease premises are ready for occupancy by the Lessee and terminating on the 30th day of September, 2024.

2. The Lessee shall pay to the Lessor as rental for and premises the sum of $1,600 Dollars per month to be payable within five (5) days from receipt of invoice in triplicate.

3. Lessee agrees to use the leased premises for the purpose of storing, displaying, and operating a law enforcement training facility and for the purposes for which the leased premises will be used.

4. The term of this lease shall begin the day after the date of issuance of the lease contract, subject to the requirement that the lessee must enter into the lease within thirty (30) days after the lease contract is signed.

5. It is understood and agreed that the Lessee shall, at the beginning of said lease term, be responsible for any damages or injuries caused by Lessee or any other person on the leased premises.

6. The Lessor agrees that the Lessee, upon vacating and surrendering the premises to the Lessor, shall pay to the Lessor any unpaid rent or other sums due under the lease agreement.

7. If the lessee is at any time required to vacate the premises for any reason not attributable to the fault of the Lessor, the Lessor shall, at the request of the Lessee, assign the lease to the Lessor.

8. Lessee to be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessee to perform its obligations under this lease agreement.

9. All notices regarding the rights and obligations of the parties under this lease agreement shall be in writing and addressed to the parties at the addresses set forth in this lease agreement.

10. The Lessee agrees to indemnify and hold harmless the Lessor for any loss or damages suffered by the Lessor which are a direct result of the fault of the Lessee.

11. No assignment or sublease of this lease agreement shall be deemed to have been made unless the assignment or sublease is in writing and signed by the Lessee.

12. Any party who may have notice of the termination of this lease agreement shall give written notice to the other party within ten (10) days after giving written notice to the other party.

13. The parties to this lease agree to indemnify and hold harmless the other party for any loss or damages suffered by the other party which are a direct result of the fault of the party providing notice of termination.

15. "N.C.G.S. 13-32 and 13-32.13 requires that notices be written and signed by an authorized representative of the Lessor. It is the intent of the Lessor to provide written notice to the Lessee for any purpose set forth herein.

[Signature of party specifying contact information]

Page 3 of 6
The Planning Department is requesting a Public Hearing be set for Tuesday, April 2, 2019 to hear Case 19-04, rezone property at 1323 N Post Rd from Restricted Residential (RR) to Light Industrial-Conditional Use District (LI-CD). The property is approximately 40 acres and consists of 4 adjoining parcels. It is located on property off Highway 180 behind Fisher’s Tree Service and Christine’s Homes, and also adjoining the future 74 Bypass. Mr. Fisher has acquired the property and wishes to operate a mulch producing and green waste recycling facility. He has submitted an application and site plan showing how the property will be used. This business will accept green waste, such as grass clippings, leaves, limbs, trees, and stumps, and then recycle the material into mulch and firewood. Mr. Fisher’s existing business includes tree services and firewood sales.

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

The Planning Department is requesting a Public Hearing be set for Tuesday, March 19, 2019 to hear Case 19-05, rezone property at 1201 South Post Road from Restricted Residential (RR) to General Business (GB). The property is 1.93 acres on the corner of South Post and Joe’s Lake Road. The property is zoned Restricted Residential (RR) and is also covered by the Highway Corridor Overlay. The property has been used since 1999 as a Commercial building with tenants covering multiple business uses allowed in the Corridor. The surrounding zoning is Restricted Residential (RR) to the immediate South and East, with General Business (GB) to the North, Neighborhood Business (NB) and Light Industrial (LI) to the immediate North West across Joe’s Lake Road, and General Business (GB) across South Post Road to the East.
ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, **approve scheduling the public hearing as requested.**

**ENGINEERING: WILDLIFE MEMORANDUM OF AGREEMENT**

This is amendment #4 to the Memorandum of Agreement between North Carolina Wildlife Commission and Cleveland County executed on November 7th, 2013. This amendment assigns responsibilities for construction, maintenance, operation, and financial commitments of both parties to provide an additional 104.14 acres of Skeet, Trap, and 5 Stand fields at the Foothills Public Shooting Complex in Cleveland County. One of the many goals of establishing the Foothills Public Shooting Complex was to expand economic development by hosting local, state, national, and international shooting sports competitions. This Memorandum of Agreement Amendment #4 provides the next stage in achieving this goal.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, **approve the Wildlife Memorandum of Agreement.**
RESOLUTION IN SUPPORT OF LOCAL CONTROL OF SCHOOL CALENDARS

Cleveland County Schools (CCS) work to create an educational experience for students and to prepare them to be successful in their post-secondary careers. The current legislation directs the start of the school year for traditional school calendars. The legislation creates several concerns for the Cleveland County School Board with the biggest concern being related to first semester testing and alignment with the community college calendar.

Several other areas of concerns include:

- Provide enough calendar flexibility to enable CCS to align their calendar with the local community college. CCS is currently partnering with Cleveland Community College (CCC) to provide skilled training opportunities for students. Calendar alignment with the community college would further open opportunities for continued partnerships.

- Provide enough calendar flexibility to enable CCS to complete the first semester before Christmas break. Not only would this align with CCC, it would enhance student performance on exams since there would not be a two-week break before exams.

- Provide enough calendar flexibility to enable CCS to start school in time to complete the school year before Memorial Day. Starting school earlier would take time from the end of summer, but by completing school prior to Memorial Day, summer activities could be moved to the beginning of summer.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, approve the proclamation in support of local control of school calendars.
PUBLIC HEARINGS

PLANNING DEPARTMENT: CASE 19-02; REZONE PROPERTY AT 823 OLD STUBBS ROAD FROM RESIDENTIAL TO LIGHT INDUSTRIAL – CONDITIONAL DISTRICT

Chairman Allen called Chris Martin, Senior Planner, to the podium to present the re-zoning request for property at 823 Old Stubbs Road from Residential (R) to Light Industrial Conditional District (LI-CD). The property is two acres in size and is located north of Moss Lake, about 0.2 miles from an intersection with Highway 150/Cherryville Road. Jason Hamrick has acquired the property and wishes to operate a metal fabrication business at this location in a pre-existing building. He has submitted an application and site plan showing how the property will be used. There is an existing building on the property that has been used as a yarn and knitting business which has since closed. The previous business was established prior to the adoption of zoning in this area. The property is zoned Residential (R). The surrounding area is comprised of residential uses, and a storage facility further down Old Stubbs Road, along with some retail businesses at the intersection of Old Stubbs Road and Highway 150. The Land Use Plan designates the intersection future commercial, with the designation reaching Mr. Hamrick’s property. The Land Use Plan encourages the redevelopment of vacant buildings, per Strategy I-A3. The Planning Board voted unanimously to recommend approving the rezoning request from Residential (R) to Light Industrial Conditional District (LI-CD). The proposed use of a metal fabrication and welding facility, is compliant with the Future Land Use Plan’s designation of Future Commercial in this area. The Land Use Plan, per Strategy I-A3, encourages the redevelopment of vacant buildings and that necessary rezoning should not be viewed as being contrary to the spirit and intent of the Plan.
Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD
Aerial Map, Parcel # 64164, 1.9 acres

Case # 19-02 Re-Zoning for 823 Stubbs Road R to LI-CD
Zoning Map, Parcel # 64164, 1.9 acres
Chairman Allen opened the Public Hearing at 6:26 pm for anyone wanting to speak for or against rezoning case 19-02; rezone property at 823 Old Stubbs Road from Residential (R) to Light Industrial-Conditional District (LI-CD). (Legal Notice was published in the Shelby Star on Friday, February 8, 2019 and Friday, February 15, 2019).

Hearing no comments, Chairman Allen closed the Public Hearing at 6:27 pm.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and passed unanimously by the Board to, **approve rezoning case 19-02; rezone property at 823 Old Stubbs Road from Residential (R) to Light Industrial-Conditional District (LI-CD).**

**REGULAR AGENDA**

**PARTNERS BEHAVIORIAL HEALTH MANAGEMENT**

Chairman Allen stated with the introduction of Medicaid Transformation, the Board has Cleveland County may get a different Local Management Entity/Managed Care Organization (LME/MCO). There has been talk across the State that they may be changing regions and we want to ensure we have the choice to keep Partners. Chairman Allen invited Andrew Schrag, Regional Director of Community Operations for Partners Behavioral Health Management, to give some information about the LME/MCO and a brief update on what Partners Behavioral Health has been doing the last few months.

Mr. Schrag advised, in late February or early March, it is expected the North Carolina Department of Health and Human Services (DHHS) Secretary will begin looking at regions and potential realignment within the state as part of Medicaid Transformation. Partners Behavioral Health would like to have resolutions in place from the local counties in hopes the DHHS Secretary will honor the counties’ requests to stay with Partners. Partners continues to work hard with individual counties and wants that partnership to continue. (Partners wants to keep the collaborative relationship and align resources and efforts to meet the needs of the county.) Several current projects in the community include Partnering for Community Prosperity, Partnering for Excellence and Crisis Intervention.
Training for first responders. Another project launched, in conjunction with the police department and the school system, is “Handle with Care.” If law enforcement is called out to a domestic violence case at night and a child is in the home during the incident, that child may not have gotten any sleep during the night and could have a difficult day in school. Law enforcement will contact the school and let them know to “handle with care” that child resulting in letting the child get some rest and re-engaging them in school instead of perpetuating the bad day with a possible trip to the office and detention. Mr. Schrag reviewed the recent changes with the state involving Medicaid Transformation outlined below. The Board thanked Mr. Schrag and Partners for the continued hard work and positive impact they have in the community.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, approve the proclamation Supporting Partners Behavioral Health Management as the County’s Choice for LME/MCO.

**NC Medicaid Managed Care Prepaid Health Plan Contract Awards**

**Fact Sheet**

Today, the North Carolina Department of Health and Human Services (DHHS) announced the entities who have received contracts to participate in the Medicaid Managed Care Program (MMP) in Medicaid Managed Care when the program opened in the state effective January 21, 2019. A list of the contracts awarded are attached to this memo and also can be found at the website below.

**Background**

In 2005, the NC General Assembly enacted Section 28A-50 of the General Statutes, permitting the Department of Health and Human Services to manage and operate the MMP. The Department asked the DHHS to engage in a managed care program that would provide a range of health care services in a coordinated manner, including mental health services. The DHHS was tasked with developing a plan for the initial phase of the MMP.

**Important Note:** This is the first wave of health plans awarded. The selected plans will provide managed care services to Medicaid and North Carolina Health Choice beneficiaries. The plans will be responsible for the delivery of care to beneficiaries and developed the standards that MMPs must adhere to in order to participate in the program.

**Region 1**

- AmeriCare Connect NC, Inc.
- North Carolina Medicaid

**Region 2**

- Blue Cross NC Health Plan, Inc.
- Blue Cross Blue Shield NC

**Region 3**

- Healthfirst of North Carolina, Inc.
- Healthpartners of North Carolina, Inc.

**Region 4**

- Healthpartners of North Carolina, Inc.

**Region 5**

- Healthpartners of North Carolina, Inc.

**Region 6**

- Healthpartners of North Carolina, Inc.

**Information:**

For more information on North Carolina Medicaid Managed Care, visit the Medicaid Transformation website at https://ncmedicaid.transformation.gov.
BOARD APPOINTMENTS

CLEVELAND COUNTY SOCIAL SERVICES ADVISORY BOARD

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to appoint Danny Blanton and Denise Wright to serve as members of this board, for a period of four-years, scheduled to conclude June 30, 2023.

CLOSED SESSION

ACTION: Commissioner Hardin made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to go into closed session per N.C.G.S. 143-318.11(a)(3), (a)(5), and (a)(6) to consult with an attorney in order to preserve the attorney-client privilege, to consider a personnel matter, and to establish the terms of an employment contract. (Copy of closed session minutes are sealed and found in Closed Session Minute Book).

RECONVENE IN REGULAR SESSION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, reconvene in open session.

Chairman Allen announced no action was taken during the closed session; information only was given.
There being no further business to come before the Board at this time, Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to adjourn. The next meeting of the Commission is scheduled for Tuesday, March 19, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.

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Susan Allen, Chairman
Cleveland County Board of Commissioners

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