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
- April Crotts, Deputy County Clerk
- Kerri Melton, Assistant County Manager
- Chris Green, Tax Administrator
- Allison Mauney, Human Resources Director
- Clifton Philbeck, Board of Elections Director
- Lorie Poston, E-911 Communications Director
- Katie Swanson, Social Services Director
- Ryan Wilmoth, Emergency Medical Services Director
- Lucas Jackson, Finance Director
- Scott Bowman, Maintenance Director
- Marty Gold, IT Director
- Kristin Reese, CCEDP
- Daryl Sando, Electronic Maintenance Director

**CALL TO ORDER**

Chairman Allen called the meeting to order and Chris Green, Tax Administrator, provided the invocation and led the audience in the Pledge of Allegiance.

**AGENDA ADOPTION**

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

**SPECIAL RECOGNITION**

**Long Leaf Pine Award- Paula Parker:** Chairman Allen called Zack Parker, to the podium to present Paula Parker the Long Leaf Pine Award. Mr. Parker spoke about his mother’s work for Cleveland County Government and the community. The Board thanked Mrs. Parker for her hard work and dedication to the citizens of Cleveland County during her tenure of 30 years of service with the Department of Social Services.

**CITIZEN PRESENTATION**

**Radon Action Month:** Chairman Allen called Phillip Gibson, NC Radon Program Coordinator for the NC Department of Health and Human Services, to the podium to present a proclamation about Radon Action Month. Mr. Gibson spoke about the dangers of radon and introduced Nancy H. Abasiekong, Extension Agent, Family & Consumer Sciences NC Cooperative Extension. Ms. Abasiekong spoke about what NC Cooperative Extension has done over the past several years to educate the public on the dangers of radon.
CITIZEN RECOGNITION

Richard Steeves- spoke about his concerns with Cleveland County Public Health Center and the relationship between the local hospital and CLECO.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes from the December 17, 2019 regular meeting, in board members packets.

ACTION: Commissioner Hardin 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 December 2019.
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 2019. The monthly grand total of tax abatements was listed as $(1,420.44) and monthly grand total for tax supplements was listed as $6,554.32.
ACTION: Commissioner Hardin made a 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.

MANAGER’S MONTHLY REPORT

- The County’s 6/30/19 annual audit report has been approved by the Local Government Commission. This report received an unmodified opinion (best opinion) indicating the report was free of material misstatements and appeared reasonably stated. This report has been submitted for the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting for the sixth consecutive year. This prestigious award is recognized across all local government.

- Planning for the 2020-2021 budget year is well underway and County Departments will be receiving budget packets and a budget calendar this week.

- The County’s Central Collections department has collected slightly over $1.7M in EMS revenues through December of this fiscal year. This is an increase of approx. $300k when compared to prior year.

- The County has collected nearly $500k in investment income through the month of December. Through strategic cash flow planning and forecasting the County has recognized increase of approx. $140k in investment income when compared to prior year.

See below for lateral and departmental line item transfers between 11/26/19-1/6/20:

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #026)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, approve the following budget amendment:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>010.497.4.350.00</td>
<td>08300-P432</td>
<td>3rd Party Grants/ State Grant</td>
<td>$66,697.00</td>
<td></td>
</tr>
<tr>
<td>010.497.5.700.00</td>
<td>08300-P432</td>
<td>3rd Party Grants/ Grant</td>
<td>$66,697.00</td>
<td></td>
</tr>
<tr>
<td>011.508.4.350.00</td>
<td>08300-P432</td>
<td>Income Maintenance/St Grants</td>
<td>$3,781.00</td>
<td></td>
</tr>
<tr>
<td>011.508.5.500.00</td>
<td>08300-P432</td>
<td>income Maintenance/ Misc Expense</td>
<td>$3,781.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: Budget $70,477 in grant award verses the original budget from NCDOT for the 2020 Rural Operating Assistance Program funds.

PUBLIC SAFETY: BUDGET AMENDMENT (BNA #027)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, approve the following budget amendment:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>010.437.4.310.00</td>
<td>97067-HSGP #2</td>
<td>Public Safety/Federal Govt Grants</td>
<td>$35,839.00</td>
<td></td>
</tr>
<tr>
<td>010.437.5.700.00</td>
<td>97067-HSGP #2</td>
<td>Public Safety/Grants</td>
<td>$35,839.00</td>
<td></td>
</tr>
</tbody>
</table>
Explanation of Revisions: to budget NC Department of Public Safety Grant to purchase 7 logistic support trailers. One will stay in Cleveland County. The other 6 will go to other counties. Funds are running thru Cleveland County due to earlier grant received by Cleveland County EMS.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #028)

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>012.530.4.810.00</td>
<td></td>
<td>Health Gen Admin/Donations/Contributions</td>
<td>$490.00</td>
<td></td>
</tr>
<tr>
<td>012.530.5.790.00</td>
<td></td>
<td>Health Gen Admin/Donations/Contribution</td>
<td>$490.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: Alliance for Health donated $490.00 to purchase a 2 door enclosed Bulletin Board to be used in the Health Department for posting of Health Education notices.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #029)

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>012.530.4.800.00</td>
<td></td>
<td>Health Gen Admin/Misc. Revenue</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>012.530.5.800.00</td>
<td></td>
<td>Health Gen Admin/Misc. Expense</td>
<td>$500.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: Wingate University has given Cleveland County Health Department a $500 pharmacy student stipend. This will be used towards miscellaneous expenses for the Pharmacy Department.

ENVIRONMENTAL HEALTH: BUDGET AMENDMENT (BNA #030)

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>012.541.4.801.00</td>
<td></td>
<td>Environmental Health/ Refunds Co/St Funds</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>012.541.5.310.00</td>
<td></td>
<td>Environmental Health/ Travel/ Training</td>
<td>$2,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: NC Environmental Health State of Practice Committee awarded Jasa Greene the 2019 Whitwam and Diderksen Education Scholarship to attend the 2019 NEHA Conference. The $2,000.00 is to go toward her travel expenses.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #031)

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>012.545.4.810.00</td>
<td></td>
<td>Nurse Family Partnership/ Donations/Contributions</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>012.545.5.790.00</td>
<td></td>
<td>Nurse Family Partnership/ Donations/Contributions</td>
<td>$100.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: Nurse Family Partnership donated $100 toward the purchase of food for the NFP departments Graduation for First Time Mothers that was held on 12/5/2019.

PUBLIC HEALTH: BUDGET AMENDMENT (BNA #032)

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Code</th>
<th>Department/Account Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>010.438.4.310.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/Federal Govt Grant</td>
<td>$251,000.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.210.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/ Departmental Supply</td>
<td>$2,888.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.211.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/ Controlled Property Exp</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.310.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/ Travel and Training</td>
<td>$8,157.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.321.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/Telecommunication</td>
<td>$7,720.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.322.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/Postage</td>
<td>$2,047.00</td>
<td></td>
</tr>
<tr>
<td>010.438.5.460.38</td>
<td>16575-LEVS</td>
<td>Law Enforcement Grants/Dues/ Subscriptions</td>
<td>$2,300.00</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Revisions: to budget NC Department of Public Safety Grant to purchase 7 logistic support trailers. One will stay in Cleveland County. The other 6 will go to other counties. Funds are running thru Cleveland County due to earlier grant received by Cleveland County EMS.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>010.438.5.490.38</td>
<td>Law Enforcement Grants/Professional Services</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>010.438.5.910.38</td>
<td>Law Enforcement Grants/ Capital Equipment</td>
<td>$3,156.00</td>
</tr>
<tr>
<td>010.438.5.121.00</td>
<td>Law Enforcement Grants/Salary/Wages- F/T</td>
<td>$95,981.00</td>
</tr>
<tr>
<td>010.438.5.122.00</td>
<td>Law Enforcement Grants/Salary/Wages P/T</td>
<td>$52,760.00</td>
</tr>
<tr>
<td>010.438.5.131.00</td>
<td>Law Enforcement Grants/Social Security Taxes</td>
<td>$11,736.00</td>
</tr>
<tr>
<td>010.438.5.132.00</td>
<td>Law Enforcement Grants/Retirement</td>
<td>$11,390.00</td>
</tr>
<tr>
<td>010.438.5.133.00</td>
<td>Law Enforcement Grants/Hospital Insurance</td>
<td>$34,725.00</td>
</tr>
<tr>
<td>010.438.5.134.00</td>
<td>Law Enforcement Grants/Dental Insurance</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>010.438.5.135.00</td>
<td>Law Enforcement Grants/Employer 401K</td>
<td>$6,864.00</td>
</tr>
<tr>
<td>010.438.5.136.00</td>
<td>Law Enforcement Grants/Medicare Taxes</td>
<td>$3,776.00</td>
</tr>
</tbody>
</table>

**Explanation of Revisions:** To budget funds of $251K received from USDOJ Office for Victims of Crime Law Enforcement Based Victim Specialist Grant Program. Total award 276K for 3 year period. Already budgeted 25K as a conditional clearance grant in Dec 2019.

**SHERIFF’S OFFICE: SERVICE WEAPON REMOVAL FOR RETIRING LIEUTENANT THOMAS LEWIS**

The Cleveland County Sheriff’s Office would like to present retiring Lieutenant Thomas Lewis his departmental service weapon. Lieutenant Lewis will retire January 31, 2020, after 27 years of full time law enforcement service with the Cleveland County Sheriff’s Office. Lieutenant Lewis’s service weapon that will be removed from county inventory is a *Glock 9mm, Model 17 with serial number BDKT-873*. The county asset number is #201221.

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, **to approve the request to present retiring Lieutenant Thomas Lewis his departmental service weapon and remove from county inventory asset number 201221 a Glock 9mm, Model 17 with serial number BDKT-873.**

**LIBRARY: LIBRARY BOARD BY-LAW REVISIONS**

The Cleveland County Library Director has requested the following changes to be made to the Library Board By-Laws:

1. Rename the Board from Board of Trustees to Advisory Board.
2. Increase the number of reappoints of membership from two to three reappointments.
3. Require a minimum of 50% attendance to board meetings.

**ACTION:** Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, **approve Library Board By-Law Revisions.**
ECONOMIC DEVELOPMENT: IGA RESOLUTION

On October 1, 2019, the Board of Commissioners authorized Commissioner Johnny Hutchins to execute an intergovernmental agreement (IGA) with the Catawba Indian Nation. Commissioner Hutchins did so on December 5, 2019. The Clerk to the Board has now received the final and fully executed agreement from the Catawba Indian Nation. The Board of Commissioners now should enter the fully executed agreement and Resolution into its meeting minutes.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board to, approve the Resolution and fully execute this agreement.
INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN
Cleveland County, North Carolina, AND THE CATAWBA INDIAN NATION

This Intergovernmental Agreement (the "Agreement") is made on this 21st day of December, 2019 (the "Effective Date"), by and between Cleveland County, North Carolina, a political subdivision of the State of North Carolina (the "County"), and the Catawba Indian Nation, a federally recognized Indian Tribe headquartered in Rock Hill, York County, South Carolina (the "Nation") and the "Parties."”

WHEREAS, the Nation, as an exercise of its sovereign authority, is seeking to acquire into trust status certain lands within its aboriginal territory that lie within the boundaries of the County;

WHEREAS, the Nation desires to develop an entertainment complex (the "Project") on said lands consisting of approximately sixteen (16) acres located in the County (the "Property"); and

WHEREAS, the current plans for the Project are fluid and uncertain, the Parties, nonetheless, wish to delineate in this Agreement the terms and conditions pertaining to the development, construction, management, and operation of the Project;

WHEREAS, the Parties wish to set forth their understanding concerning the relationship between the Parties as to the development and operation of the Project and the Property;

WHEREAS, the County and the Nation have a mutual interest in promoting cooperation between the County and the Nation that will provide for the general welfare of all people in the County and within the Property with respect to issues including public health, safety, and land-use development;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree and consent as follows:

Section 1. Property Subject to this Agreement. This Agreement concerns the Nation’s development and operation of the Project and use of the Property in the County. A map and legal description of the Property is attached hereto and incorporated herein as Exhibit A.

Section 2. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

"Accommodation" means a hotel room, a motel room, a residence, a cottage, or a lodging facility of any kind that is designed and used for occupancy by an individual.

"County" means Cleveland County, North Carolina, duly organized under the laws of the State of North Carolina.

"Gaming Activities" or "Gaming" means (1) the conduct of Class II or Class III gaming as defined in the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et. seq. or (2) the conduct of gaming that would otherwise meet the Class II and Class III definitions in the Indian Gaming Regulatory Act even if that act was not applicable or (3) the conduct of gaming as defined under the relevant authoritative statutes, regulations, and/or judicial opinions. "Gaming Activities" shall be deemed to have commenced as of the date on which gaming operations are first made available to the public.
“Iniminent or Imminent Threat” means a situation that is likely to cause an immediate threat to human life, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of immeasurable damage to the environment if no immediate action is taken.

“Nation” means the Caribbean Indian Nation, a federally recognized tribe, duly organized under its Constitution.

“Project” means that entertainment, lodging, and/or gaming complex and all associated improvements, buildings, facilities, roads, structures, and features of any kind that are now or may after the Effective Date be built, erected, placed, installed, or otherwise situated on or in the Property.

“Property” means real estate within the County that is described in that survey map a complete and accurate copy of which is attached hereto as Exhibit “X”, and all improvements located thereon.

“Public Health and Safety” means matters related to environmental conditions, occupational conditions, water quality, wastewater disposal, solid waste disposal, and food and beverage services.

“State” means the State of North Carolina.

“Sheriff” means the Cleveland County Sheriff’s Office.

“Title” or “tribal” refers to the Nation or an aspect of the Nation, as the case may be.

Section 5. COUNTY FEES AND SERVICE PAYMENTS; SALES TAXES. The Parties recognize and agree that the Nation will require a number of services from the County, including, but not limited to, law enforcement services, fire protection services, and public health and safety services. The Parties further recognize that operation of the Project on the Property will result in a number of impacts to the County services and an increased financial burden to the County. The Parties recognize and agree that, although the Nation, and its Project and Property are not subject to County taxation, it is in the interest of both Parties to insure a sufficient revenue stream to the County to enable the County to provide such services and to be able to meet the increased burdens resulting from the Nation's operation of the Project. It is in the interest of the County and the Nation that, to the fullest extent possible, the Nation will bear the same financial burdens as would any other non-Indian business in the County, subject to the conditions and limitations set forth herein. Therefore, notwithstanding that the Nation does not owe any taxes to the County, the Nation agrees to pay the County the following PILOT Payments (as defined in Section 3.8[A] below), fees, service payments, and Sales Tax:

A. Real and Personal Property. Upon completion of the Project, the Nation agrees to make annual payments to the County in lieu of real and personal property taxes assessable with respect to the Property (“PILOT Payments”). Provided that the Project shall be deemed to have been completed upon the opening of a temporary or permanent entertainment and/or gaming facility to the public (“Project Completion”) and that the Nation, within fifteen (15) days of the occurrence of such completion, shall provide the County Manager with written notice of completion of the Project. Each PILOT Payment shall be equal to the real and personal property tax assessments that could be lawfully imposed in accordance with the methodology that the County would lawfully employ if the Property were subject to County real and personal property taxes. Each PILOT Payment shall be calculated by the County Tax Assessor in the same manner as is used for such calculations for similar commercial real and personal property located within the County, and shall be comprised of an annual assessment multiplied by a rate as from year-to-year lawfully established by the County. The County, by July 15 of each calendar year, shall provide the Nation with written notice of the amount of each PILOT Payment that is due to the County for any year of the methodology whereby the amount due is calculated, which amount shall be due and payable by no later than January 15 of the following year. If any such PILOT Payment has not been paid in full by such date, then simple interest on the unpaid balance thereof shall accrue from such date until paid at an annual rate of four percent (4.0%) (the “County’s PILOT Payment Terms”). The County agrees to receive such PILOT Payment and agrees that PILOT Payments made shall be deemed to compensate the County for the tax liability that would otherwise apply if the Property was subject to taxation. Provided, however, if the foregoing method of determining the amount of the PILOT Payment is deemed unlawful by the United States government, then the Parties shall promptly meet and confer in good faith for the purpose of agreeing to an alternative method for determining the amount of the PILOT Payment that is consistent with all applicable law and that results in payment to the County that is substantially similar to the amount of the foregoing PILOT Payments.

B. Annual PILOT Payments. For the purpose of calculating each PILOT Payment, the Nation agrees to permit the County Tax Assessor, or his designee, access to the Property as required to assess the value of the Property. However, access to the Property shall not exceed the minimal level of access required to complete the assessment of all other real and personal property within the County. The County agrees that the real and personal property assessments of the Property shall be made in a manner consistent with the County’s real and personal property assessment procedures applicable to other property owners located in the County.

2. Rate.

The methods of determining the tax rate(s) and calculating the amount of each PILOT Payment shall be the same as the methods used to determine the tax rate(s) and calculating the amount of all taxes due for all other property in the County.

3. Disputes.

Any dispute arising under this Section 5 is subject to the dispute resolution procedures set forth in Section 11 and the limited sovereign immunity waiver set forth in Section 11(G). Provided, however, that, for any dispute over the County’s calculation of the amount of any PILOT Payment in which the Nation claims that the amount of any PILOT Payment should be other than the amount that has been calculated by the County Tax Assessor and billed by the County, the Parties agree as follows:

a. The Nation may contest the annual assessment before the County Board of Equalization and Review and, if unsuccessful in the satisfaction of the Nation, the Nation may then appeal the Board of Equalization and Review’s determination to the State Property Tax Commission, and may seek judicial review of the determination of the State Property Tax Commission in the North Carolina Court of Appeals or as otherwise provided by law.

b. Pending the final outcome of any appeal and/or the exhaustion of all rights to appeal, as the case may be, the Nation shall timely remit the PILOT Payment(s) in dispute to the County indicating its disagreement with such Payment(s). If the final determination on the contested PILOT Payment(s) is that the Nation owes less than the contested PILOT Payment(s) that the Nation has made to the County, then the County shall, within thirty (30) days of the exhaustion of all rights of appeal to any court of competent jurisdiction, remit the difference to the Nation.

C. Local Infrastructure Fee. The Nation shall remit to the Community a local infrastructure fee in the amount of six percent (6%) of the gross receipts derived from the rental of Accommodations located on or in the Property, which shall include the rental cost of renting each Accommodation, as well as all fees and charges of any kind that are charged by or on behalf of the Nation with respect to such reservations, including any Complimentary Accommodation Gross Receipt, but not including tribal taxes (“Local Infrastructure Fee”). Each complimentary, non-rental charge Accommodation shall be deemed to generate a maximum gross receipt of one hundred dollars ($100.00) per day (“Complimentary Accommodation Gross Receipt”). The maximum Complimentary Accommodation Gross Receipt, as of the first and every subsequent anniversary of the Effective Date of this Agreement, shall be adjusted by a percentage equal to the percentage by which the “Consumer Price Index for All Urban Consumers” for “All Items” (the “CPI”) published during the month immediately preceding each such anniversary by the Bureau of Labor Statistics of the U.S. Department of Labor has increased or decreased as compared to the CPI that was published during the month immediately preceding such anniversary of the prior year. (The purpose of such periodic adjustment in the maximum Complimentary Accommodation Gross Receipt is to ensure that such Receipts match the pace of inflation/deflation as measured by increases/decreases in the CPI.)

The Nation shall remit said Local Infrastructure Fee to the County in the same manner and at the same times as provided by law for the remission of occupancy taxes to the County by hotels generally. The Nation may also impose a separate occupancy tax on the hotel stays to add to its Local Infrastructure Fee. Provided, that the Nation, by March 1 of each year of its operation, by the County, shall provide the County with complete and authentic copies of documents indicating the gross receipts derived from the rental of Accommodations located on the Property during the preceding calendar year so that the County may assess the Nation’s compliance with this Section 5(B).
calculated in accordance with the County’s Unified Development Ordinance, as amended. A minimum payment of One Hundred and Fifty Thousand Dollars ($150,000.00) toward such Development Fee shall be paid upon submission of the building design, architectural plans, and engineering plans. The balance of the Development Fee, if any, shall be paid within thirty (30) days of Project Completion. The Development Fee is intended to support the costs of administration, plan reviews, and inspections fees, among other aspects of building construction and operation, buildings, food and beverage facilities, and water systems, including drinking water, waste water, and pool facilities.

D. Sales Taxes. The Nation shall collect and remit to the County a sales tax in the amount of two percent (2%) of the gross receipts derived from the sale of food and beverages, retail sales, entertainment activities (including but not limited to "cover" and/or admission charges), and other miscellaneous sales of goods and services on the Property (collectively, the "Sales Taxes"). Payment of such Sales Taxes to the County shall be the responsibility of the Nation regardless of whether such Sales Taxes have been collected from customers who make purchases at or in the Project or on or in the Property. Such Sales Taxes, however, shall not apply to the sale of Native arts, crafts, goods, and other materials sold in the Nation’s specialty non Native gift shop on the Property. The Sales Taxes due hereunder shall be arrived at through the same methodology as if the Nation and transactions occurring on the Property were subject to State and County sales taxes, and shall be due and payable as of the twenty-first (21st) day of each month with respect to Sales Taxes that were collected by the Nation during the preceding month. Provided, that the Nation, on or about March 1 of each year, shall provide the County with complete and authentic copies of the necessary records to support the calculation of the gross receipts of the Nation that are derived from Sales Taxes generated on the Property during the preceding calendar year so that the County may assess the Nation’s compliance with this Section 3(D).

E. Tax Parties. The Nation agrees that it is not seeking to secure a tax advantage for itself or other entities operating on the Property. Accordingly, the Nation agrees that it shall not permit unsold sales of any tobacco products, motor fuel, alternative fuel, or alcoholic beverages on the Property. The Nation agrees that the fees assessed and the tax rates on the foregoing shall be no less than those fees and rates that are assessed by any lawful authority, whether by federal, state, tribal, or local government, and otherwise paid by any non-tribal entities or persons within the County. If the Nation does not change or edit such rates and fees that would otherwise be levied with respect to tobacco products, motor fuel, alternative fuel or alcoholic beverages, then payment of such rates to the County shall be the responsibility of the Nation, which shall remit an amount equal to such taxes to the appropriate taxing authority, including the County to the extent provided herein.

F. Equal Protection. The Nation and the County agree that, for purposes of collecting the PRIOT payment, Local Infrastructure Fee, and Sales Taxes (collectively, the “Fees”), that the Property and all transactions occurring on the Property shall be deemed to be transactions not involving an Indian tribe and shall be deemed to occur on real and personal property that is subject to the County’s taxation jurisdiction (regardless of whether such property is held in trust or restricted fee status), subject to the exceptions and limitations set forth herein. The Nation agrees that it shall not contest this characterization in any writing or proceeding for collection of such Fees. Accordingly, should the County, in good faith, amend the rates and methodology for assessment and calculation of any of the Fees with respect to businesses within the County, such rates and methodology for assessment and calculation shall be applied to the Property and all transactions occurring on the Property; however, any such rates and fees shall not exceed the rates and fees applied generally to businesses in the county.

Section 4. Public Health and Safety. The Nation’s operation of the Project on the Property will be subject to the same workplace, public health, safety and fair employment rules as required under North Carolina law. To this end, the Nation agrees to the following:

A. Before opening to the public any business operations on the Property, the Nation shall adopt, by resolution, and comply with, standards that are no less stringent than North Carolina and related federal work place, labor, and occupational safety and health (commonly known as "OSHA") standards. The Nation shall provide the County with a meaningful opportunity to review and comment on any such proposed standards before they have been adopted by the Nation.

B. The Nation agrees to adopt and comply with the following health and safety standards of the kind that would apply were the Property and Project owned and operated by a non-tribal commercial enterprise:

1. Public health standards for food and beverage handling that are consistent with standards prescribed by North Carolina statutes, regulations, and related administrative guidelines.

2. Water-quality and safe drinking water standards applicable in North Carolina by operation of State or federal law.

3. Building standards that are not less stringent than applicable building codes, fire codes, plumbing, electrical and related codes applicable to the County by other North Carolina law or County ordinances, as would apply to the construction of any similar buildings or facilities elsewhere in Cleveland County.

4. County ordinance and North Carolina law dealing with fire safety pertaining to the operation, inspection, and maintenance of the Project.

C. The Nation will allow inspections of the Project by County inspectors, during the Project’s hours of operation upon at least twenty-four (24) hours’ advance written notice to the Nation by the County Manager or his/her designee(s) to assess compliance with the standards established by this Agreement. Provision of such notice shall be sent via e-mail to the Nation’s primary point of contact on the Project and by overnight courier mail to the address of the Nation identified in Section 13. Nothing herein shall be construed as a submission of the Nation to the jurisdiction of such County inspectors; however, any violation of the standards may be treated as a violation of this Agreement.

D. The Parties shall consult and cooperate with one another regarding public health and safety issues of mutual concern. The Parties shall each identify a representative to serve in its respective point of contact for coordinating the handling of events that pose a threat to public health or safety. The Parties’ responsibilities under this subsection shall include, at a minimum, timely notification to the other Party’s point of contact of any perceived public health or safety concerns, the mutual exchange of ideas on how to respond to the concern(s), timely updates on any action being taken to address the concern(s) by a Party, and a write-up summarizing with reasonable detail how the situation was ultimately addressed and what steps, if any, may be necessary or recommended to mitigate or prevent the recurrence of the public health or safety concern in the future. The Parties agree that this coordination function is an integral step in mitigating threats to public health and safety that may obscure the need for abatement. The Parties also agree that such compliance with this subsection is a condition precedent to the expedited arbitration procedure for threats to public health and safety set forth in Section 11.D. of this Agreement in the event that arbitration is deemed necessary.
B. Law Enforcement. The Parties recognize the Nation has responsibility for maintaining order and security on the Property. The Parties recognize the increase in traffic and attendance connected with the Project will create added burdens on the Sheriff in terms of patrolling and responding to calls for assistance. Because some of that activity will take place on the Property, it is expected that cross training in the mutual roles and responsibilities of both the Nation (and any Nation-owned entities) and the Sheriff will be necessary. To the extent possible, the County Sheriff's Office will seek to hire a qualified member of the Nation as a civilian employee to facilitate communication between the Parties. The Nation agrees to reimburse the County for the reasonable added costs to its law enforcement resources for the Project and the Property to the same extent as would reasonably be expected were the Project and Property owned and operated by a non-tribal commercial enterprise. Additional reasonable costs for training for the Sheriff to provide law enforcement to the Project will be borne by the Nation.

C. Fire Services. The Nation acknowledges the importance of having adequate fire services for any persons on the Property. The County, through its County Emergency Management Department and County Volunteer Fire District, provides fire services to the entire County. The Parties agree that the County will provide fire services to the Property as and when requested. The Nation shall reimburse the County for the reasonable charges incurred in the provision of fire-protection services to the Property and/or the Project on the same terms and conditions as those that would be charged and could be enforced by the County were the Property and Project owned and operated by a non-tribal commercial enterprise.

D. Upon completion of the final building design and development plans for the Project, as approved by the Nation, and prior to the commencement of any construction activity, the Parties agree to enter into a separate memorandum of agreement, or alternatively to negotiate this Section 5 pursuant to Section 15.3.1, to address specific services, standards, support, mitigation, coordination, reporting, and funding requirements for emergency services, law enforcement services, fire services, and fire safety. Failure to enter into a separate memorandum of agreement or to negotiate this Section 5 in good faith and to the mutual agreement of the Parties shall be grounds for default under this Agreement, and subject to the dispute resolution provisions set forth in Section 11.

Section 6. Civil and Criminal Jurisdiction. The County, notwithstanding this Agreement, shall retain the right to invoke and seek enforcement of all civil and criminal laws with respect to any person, not a member of the Nation, in a manner consistent with applicable federal and State law as of the Effective Date, and as from time to time may be amended, except to the extent explicitly provided otherwise by this Agreement. The County shall promptly notify the Nation of any suspected, alleged, or confirmed violation(s) of civil and/or criminal laws carried out by a tribal member. This provision shall not be construed so as to create criminal or civil jurisdiction over any person except as it presently exists under federal and State law. As a sovereign Indian tribe exercising inherent powers of self-governance, the Nation shall exercise exclusively jurisdiction over its tribal members, subject to applicable federal law. Notwithstanding the foregoing, if the Nation so designates, the County may exercise civil and criminal jurisdiction over members of the Nation, to the extent permitted by applicable federal law. Provided, notwithstanding this Section 6, that law enforcement officers employed by the Nation, the County or the Cleveland County Sheriff are authorized to arrest and detain, on an emergent basis, any person, citizen or non-citizen of the Nation, in accordance with the U.S. Constitution and all other applicable law that apply to arrest and detainment of persons without first having to obtain the consent of the other Party or determine which Party has jurisdiction to arrest and detain in accordance with this Agreement, to the extent permitted by applicable federal law.

In order to administer and enforce State laws as set forth above, the County may investigate the activities of non-tribal employees, vendors, or guests who may be in violation of State criminal or civil laws, and the County shall report suspected violations of State laws to the appropriate State prosecution authorities and the Nation. Pursuant to such investigation, the County may seek subpoenas, in accordance with State law, to compel production of any books, papers, correspondence, memoranda, agreements, or other documents or records that are relevant or material to the investigation.

The County shall have jurisdiction to commence prosecutions of non-tribal members for violation of any applicable State civil or criminal law or regulatory requirement to the extent authorized under applicable law.

Section 7. Public Utilities. The Nation shall obtain utility services, including but not limited to electric services, water, wastewater, and solid waste disposal, consistent with State law and in accordance with County ordinances and franchise agreements.

Section 8. Compensatory Behavior. Within ninety (90) days of commencement of Gaming Activities on the Property, the Nation shall make a one-time payment to the Carolina Community Health Partnership ("CCHP") or the County Health Department is the amount of fifty thousand dollars ($50,000.00) for the treatment of compulsive behavior, including problem gambling or alcoholism. Thereafter, the Nation will make annual contributions to the CCHP or the County in the amount of twenty thousand dollars ($20,000.00) for the same purpose, which shall be due and payable as of each anniversary of the Effective Date that occurs after the commencement of Gaming Activities on the Property. Provided, that the annual contributions to CCHP or the County prescribed by this Section 8 shall increase after the first annual contribution, on a year-over-year basis, at the annual rate of two percent (2%).

Section 9. Prohibited Activities. The Nation shall use its best efforts to prohibit and prevent the occurrence of the following activities on the Property and shall adopt an ordinance, ordinances, and/or regulations prohibiting them and providing for their enforcement:

A. Persons under the age of twenty-one (21) years shall not be allowed to gamble or remain in any room or area in which Gaming Activities are being conducted. Individuals under the age of twenty-one (21) years may pass through gaming rooms or areas only if they are in route to a non-gaming area of the Property.
B. Persons under the age of twenty-one (21) years shall not be allowed to purchase, consume, or otherwise possess alcoholic beverages. All alcoholic beverage service shall be in accordance with State law, and subject to the Nation's liquor control laws, as may be enacted in the future and amended from time to time provided that the Nation's Liquor Ordinance has been duly approved by the Secretary of the Interior, and provided further that the Nation will not offer alcoholic beverages for purchase or as a complimentary service to its patrons unless other similarly situated business establishments in the State are legally authorized to offer alcoholic beverages at no charge or on a complimentary service to their patrons.

Section 10. County Support for Project. In consideration of the obligations undertaken by the Nation herein, and specifically of provision to the County of the "General Council Resolution" prescribed by Section 15(C) below, the County shall provide written correspondence in support of the Project to the United States Department of the Interior, Bureau of Indian Affairs ("BIA"), the State of North Carolina and any other governmental agencies or officials whose approval or cooperation must be obtained, as reasonably requested by the Nation, and the County shall promptly respond to any inquiries from these and other such governmental agencies related to the Project and Property. Provided, however, that the County may withdraw such "support" for the Project if the Secretary of the United States Department of the Interior disapproves of this Agreement or determines that it is unacceptable or unfeasible, but, in the event of such disapproval or non-cooperation, the Parties shall promptly meet and confer in good faith for the purpose of agreeing to an amendment of this Agreement that renders it valid and enforceable in accordance with all applicable law.

Section 11. Dispute Resolution. All disputes arising under this Agreement, except as prescribed by Section 15(A) and Section 15(F) above, shall be resolved solely in accordance with this Section 11, and subject to the following:

A. Meet and Confer, Non-Binding Mediation. If the County or the Nation believes that the other Party has committed a possible violation of this Agreement, then it may request in writing of the other Party that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the possible violation within fifteen (15) days of the date of service of said request. Provided that if the complaining Party believes that the possible violation creates a threat to public health or safety, then the complaining Party may proceed directly to arbitration as provided in Section 11.D. Provided, if any Party believes that the other Party has breached this Agreement, that the former may also ask the latter to engage in non-binding mediation in good faith in accordance with the Rules Implementing Statewide Mediation Settlement Conferences in Superior Court Civil Actions. The reasonable costs of which shall be borne equally by the Parties. The Party asked to engage in such mediation will do so in good faith in accordance with such Rules.

B. Notice of Disagreement. Within thirty (30) days of holding the conference prescribed by Section 11.A, subject to any agreed extension of that deadline to accommodate the completion of non-binding mediation in accordance with Section 11.A., if the complaining Party is not satisfied with the result of the conference, then the complaining Party shall provide written notice to the other Party identifying and describing any alleged violation of the Agreement ("Notice of Disagreement"), with reasonable particularity, and proposing the action(s) it believes are required to remedy the alleged violation.

C. Response to Notice of Disagreement. Within fifteen (15) days of a service of a Notice of Disagreement, the respondent Party shall provide a written response denying or admitting the allegations made in the Notice of Disagreement, and, if the truth of the allegations is admitted, then setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to
serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in Section 11(D) below.

D. Binding Arbitration Procedure. Subject to prior compliance with Section 11.A. above, and the requirements of Sections 11.B. and 11.C, except as provided in Section 11.E, either Party has the right to initiate binding arbitration as the sole mechanism by which to initiate enforcement of the terms of this Agreement. Such arbitration shall be conducted in accordance with the following procedures (the "Arbitration"):

1. Selection of the Arbitration Panel.
   (a) Disputes Involving Recovery or Liability of Less Than $250,000. The Arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively, the "AAA Rules") and shall, except as set forth below, be conducted by one (1) arbitrator who shall have been selected pursuant to the AAA Rules; provided, that he/she be a licensed attorney who has been actively engaged in the practice of law for at least the last (5) years, and during such ten years has been a member in good standing of the bar of the State, and who has served as an arbitrator and rendering a written opinion in at least one (1) completed arbitral proceeding within the last five (5) years and has demonstrated expertise in federal Indian law generally and in federal Indian gaming law specifically if the issue in dispute involves federal Indian gaming law. The Parties and the arbitrator shall maintain strict confidentiality with respect to the Arbitration so as to protect the proceedings and any matters, materials, or information disclosed therein from disclosure to any third party, except to the extent required by law.
   (b) Disputes Involving Recovery or Liability of $250,000 or More. If either Party advises the other Party that it reasonably believes that the issue in dispute to be submitted to Arbitration involves potential recovery by a Party, or potential liability of a Party, in an amount exceeding two hundred and fifty thousand dollars ($250,000.00), exclusive of costs of arbitration/litigation and reasonable attorney's fees, then the Arbitration shall be conducted by a panel of three (3) arbitrators (the "Panel"). Each panelist shall be selected and retired.

Section 11.D.1.a or the majority of the Panel under Section 11.D.1.b. All discovery shall be completed within forty-five (45) days following the appointment of the arbitrator(s), unless the Parties agree in writing to an extension.

4. Request for Hearing and/or Trial. The arbitrators shall set the matter for a hearing and/or trial upon the written request of a Party. The requesting Party must also provide three (3) days' written notice to the other Party prior to making said request. The arbitrators may also independently recommend that the Parties set the matter for a hearing and/or trial, which recommendation shall be non-binding and left to the Parties' discretion.

5. Arbitration Decision. The resulting decision shall be in writing and explain the reasons for the decision. Judgment on the decision of the arbitrator or Panel, may be entered in the United States District Court for the Western District of North Carolina, the Superior Court Division of the North Carolina General Court of Justice sitting in Cleveland County, North Carolina (or in any other venue of the North Carolina General Court of Justice prescribed by the North Carolina General Statutes), or in the Catawba Indian Nation Tribal Court, if the Nation has established one with jurisdiction over the matter(s) and subject to the provisions set forth in Section 11.F, set forth below. The costs and expenses of the Arbitration shall be shared equally by and between the Parties.

6. Enforcement. An action to compel Arbitration or to enforce any award or specific performance ordered in an Arbitration may be brought in the United States District Court for the Western District of North Carolina, the Superior Court Division of the North Carolina General Court of Justice sitting in Cleveland County, North Carolina (or in any other venue of the North Carolina General Court of Justice prescribed by the North Carolina General Statutes) or in the Catawba Indian Nation Tribal Court, if the Nation has established one with jurisdiction over the matter(s) and subject to the provisions set forth in Section 11.F, set forth below, and in all appellate courts to which appeals lie as provided by law.

E. Emergency Arbitration for Public Health or Safety Necessities or Threats. If either Party reasonably believes that, in violation of this Agreement, the other's conduct has caused or will cause a menace or threat to public health or safety, the resolution of which cannot be delayed for the time periods otherwise specified in this Section 11, then the complaining Party may proceed directly to arbitration under this Section 11.F, without regard to the requirements set forth in Sections 11.A, B, which shall be referred to as an "Emergency Arbitration" and administered by the American Arbitration Association in accordance with the AAA Rules on Emergency Measures of Protection and conducted in accordance with the following procedures:

1. Notice of Demand for Emergency Arbitration. A Party in need of emergency relief under this Section 11.E shall notify the AAA and other Party in writing of the nature of the relief sought, the reason why such relief is required on an emergency basis, and the basis for the complaining Party's entitlement to emergency relief. Such notice shall be sent via email with read receipt to the other Party's primary point of contact on the Project and by overnight mail to the Party/Party's address identified in Section 13.

2. Appointment of Emergency Arbitrator. Within one (1) business day of receipt of notice as provided in Section 11.E.1., the AAA shall appoint a single emergency arbitrator designated to rule on emergency actions. The emergency arbitrator shall immediately disclose any circumstances likely, on the basis of the facts disclosed by the acting Party, to affect the arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one (1) business day of the communication by the AAA to the Parties of the appointment.

3. Schedule of Emergency Arbitration. The emergency arbitrator shall, as soon as possible, but no later than two (2) business days of appointment, establish a schedule for consideration of the request for emergency relief, as well as the provision of any limited, expedited discovery or document production. Such a schedule shall provide a reasonable opportunity to all parties to be heard and may provide for alternative proceedings, such as via telephone or video-conference or in written submissions.

4. Emergency Arbitration Award. If after consideration the emergency arbitrator is satisfied that the Party seeking the emergency relief has shown that the other's conduct has caused or will cause a menace or threat to public health or safety that requires emergency relief, and that the seeking
Party is entitled to such relief, then the emergency arbitrator may enter an order or award granting said relief and staying the action(s) therefor. The Emergency Arbitration award shall be binding on the Parties.

5. Appeal of Emergency Arbitration Award. Any application to modify or appeal an award of emergency relief must be based on changed circumstances and may be made to the emergency arbitrator as long as the Emergency Arbitration is active, which shall not exceed a period of thirty (30) days following the appointment of the emergency arbitrator. If after such thirty (30) days the emergency dispute has not been resolved or an application to modify or appeal an award of emergency relief is still pending, then the Parties shall imitate Binding Arbitration procedures in accordance with Section 11.D. to resolve the dispute. The emergency arbitrator shall have no further power to act after the selection of an Arbitration panel pursuant to Section 11.D.1. provided that the Parties may agree to name the emergency arbitrator as the Arbitration arbitrator or a member of the Panel, depending on the amount of recovery or liability involved in the dispute.

6. Emergency Arbitration Costs. The costs associated with an Emergency Arbitration shall be equally borne by the Parties unless it is determined by the emergency arbitrator or by an arbitrator or Panel in directly resulting subsequent Arbitration that the complaining Party acted unreasonably and without justification in requesting the Emergency Arbitration, in which case the complaining Party shall be solely responsible for the costs of the Emergency Arbitration.

7. Emergency Award Enforcement. An action to enforce any order or emergency relief ordered in an Emergency Arbitration shall be brought in the Superior Court Division of the North Carolina General Court of Justice sitting in Cleveland County, North Carolina (or in any other venue of the North Carolina General Court of Justice prescribed by the North Carolina General Statutes) or in the Catawba Indian Nation Tribal Court, if the Nation establishes one with jurisdiction authority over the matter(s) and subject to the provisions set forth in Section 11.F.

established one in accordance with this Agreement. The Nation further waives any Tribal Court exhaustion requirements, regardless of when such requirements may have arisen or may arise in the future. This limited waiver of immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the County. Nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Nation with respect to any party other than the County. Except as expressly provided herein, nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, or attachment upon any property or interest in property of the Nation other than as set forth in this Section 11(G). Pursuant to this limited waiver of sovereign immunity, a judgment or award against the Nation may be satisfied only from the Property, the Project and the revenues of the Project, and in no instance shall any enforcement of any kind whatsoever be allowed against any other assets of the Nation.

Section 12. Indemnification.

A. The Nation agrees to and shall indemnify, defend, protect, and hold harmless the County, its elected officials, officers and employees acting in their official capacities from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, and expenses (including reasonable attorney’s fees), arising from or in connection with, or caused by any act, omission, or negligence of the Nation or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with any obligations on the Nation’s part to be performed under the terms of this Agreement or any such claims or any action or proceeding brought thereon or any action or proceeding filed against the Nation which challenges the Nation’s approval, execution, or delivery of this Agreement; and in any case, any action or proceeding brought against the County by reason of any such claim, the Nation upon notice from the County shall have the option to defend the same at the Nation’s expense by counsel reasonably satisfactory to the County. However, in the event that the Nation does not elect to defend the action or proceeding, the County shall defend the same at the Nation’s expense, and shall consult with the Nation during the pendency of the action or proceeding. In any case, offers of settlement must be approved by the County and the Nation, which approval shall not be unreasonably withheld.

B. The County agrees to and shall indemnify, defend, protect, and hold harmless the Nation, its elected officials, officers, and employees acting in their official capacities from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, and

F. Periodic Review of Tribal Court Status and Extension of Tribal Court Jurisdiction: County. The Parties hereby agree that, five (5) years from the Effective Date of this Agreement, there shall be a meeting between the Nation and the County to discuss whether the Nation has established a “Tribal Court” of competent jurisdiction that shall be added as a forum for the enforcement of the terms of this Agreement. The establishment of such Tribal Court shall be evidenced by the adoption of a Catawba Indian Nation Judicial Code that shall include, at a minimum, chapters on Tribal Court Structure (including jurisdiction), Judicial Qualifications and Appointments (including that each judge must be a member in good standing of a state bar who shall have engaged in the practice of law or served as a judge on a regular and full-time basis during the ten (10) years preceding appointment as a judge of the Tribal Court, and Court Procedures (including appeals). No such Tribal Court shall be recognized as a forum for the enforcement of the terms of this Agreement unless the courts of North Carolina have extended comity to tribal courts or the State of North Carolina, by statute duly adopted or another method recognized by law, has recognized the validity of the judgments and decrees of such Tribal Court and deemed them to be enforceable in those of the district courts of the United States of North Carolina as set forth in Section 1-237 of the North Carolina General Statutes as in effect as of the Effective Date, as from time to time amended. If such Tribal Court is found to have been so established and if its judgments and decrees have been so recognized and declared so enforceable, then the extension of Tribal Court jurisdiction over disputes arising from the terms of this Agreement shall not be unreasonably denied by the Parties. However, if the Parties find that no such Tribal Court has been established by the fifth (5th) anniversary of the Effective Date of this Agreement, then the Parties agree to meet every five (5) years after such fifth (5th) anniversary to assess the status of the Tribal Court, if any, until such time as a Tribal Court has been established or this Agreement is no longer in effect, whichever shall come first.

G. Limited Waiver of Sovereign Immunity. The Nation hereby expressly, unconditionally, and irrevocably waives its sovereign immunity for the limited purpose of enabling the County to enforce the terms of this Agreement, including but not limited to doing so by seeking appropriate injunctive relief and/or judicial enforcement of any award and/or specific performance ordered in Arbitration in the United States District Court for the Western District of North Carolina, the Superior Court Division of the North Carolina General Court of Justice sitting in Cleveland County, North Carolina, or in Catawba Indian Nation Tribal Court, if the Nation has

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obtain and maintain, with responsible insurance carriers licensed to do business in the State of North Carolina, insurance (including coverage of public liability and property loss damage) satisfactory to the County covering the Property and all structures constructed thereon naming the Nation and all Nation-entities as insured parties. The tort liability insurance coverage shall be at least two million dollars ($2,000,000.00) per occurrence and twenty million dollars ($20,000,000.00) annual aggregate. In addition, the Nation will maintain liability coverage of at least two million dollars ($2,000,000.00) per occurrence. Certificates evidencing such coverage shall be delivered to the County annually.

Section 15. Miscellaneous Provisions.

A. Effective Date and Term.

This Agreement shall become effective on the Effective Date and shall remain in effect through and including the earlier of (a) the date that is twenty (20) years after the date on which “Gathering Activities” were first made available to the public on the Property or (b) December 31, 2049, unless otherwise terminated by the mutual written consent of the Parties or for cause as provided in and subject to Section 15(b).

B. Termination.

This Agreement shall immediately terminate upon issuance of a legally binding “Indian Land Opinion” by the National Indian Gaming Commission (“NIGC”) or for the U.S. Department of the Interior concluding that the Property does not qualify for lawful gaming under federal law, except to the extent that such determination is stayed pending any appeal. Provided, however, in the event of such a termination, that all fees payable to the County as of or before the date of such termination shall remain payable and be paid in full within ninety (90) days of such termination.

No breach or violation of any of the terms of this Agreement by either Party shall operate to void or terminate or provide grounds for termination hereof, being the intent of the Parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure anticipatory breaches prospectively, and damages shall be awarded to redress any harm occasioned by a breach; provided, however, that if a Party is found or will not conform to the requirements of this Agreement as evidenced by a pattern of documented violations of the terms set forth herein and/or a series of documented violations that pose a serious threat to public health, safety or welfare, then this restriction on termination shall not apply.

C. Authorization.

support, the Executive Committee, at the next regular meeting of the General Council to be held after [insert date or at [insert meeting] of the General Council called and held by no later than December 31, 2019 (the “General Council Resolution Deadline”), in accordance with Section 4 of Article III of the Constitution and By-Laws of the Catawba Nation of South Carolina adopted by the Nation on or about August 30, 1973 (the “Constitution”), shall be the General Council on this Agreement and secure the General Council’s written resolution of support in accordance with Articles III and IV of the Constitution (the “General Council Resolution”). Although not required as a matter of Catawba law, the solicitation of support from the General Council will expressly affirm all of the terms of this Agreement and the authority of the Executive Council to have negotiated and authorized the Chief its signature. The Executive Committee shall use its best efforts, before any such regular or special meeting, to recommend and promote this Agreement to the General Council and encourage members thereof to appear and vote at such meeting to approve such General Council Resolution, for the purpose of securing the General Council Resolution. If the Nation was failed to secure the General Council Resolution by December 31, 2019 (unless that date has been extended in writing by agreement of the County), then such failure shall not void this Agreement or render it voidable by the Nation, but shall render it voidable by the County alone if the County advises the Nation in writing by no later than February 15, 2020 (or such later date as may be agreed by the Parties), that the County has elected to void this Agreement. The County shall agree to at least one (1) extension of the General Council Resolution Deadline through and including July 31, 2020, at the request of the Nation. Notwithstanding the foregoing, if the General Council expresses concerns regarding the Agreement, at the request of the Executive Committee, the Parties shall work in good faith to address these concerns and questions including if necessary renegotiating the terms of this Agreement.

D. Interpretation.

This Agreement shall be interpreted as though jointly drafted by the Parties.

E. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and applicable federal law.

F. Severability.

Any term of this Agreement ruled by the arbitrator(s) or a court of competent jurisdiction to be invalid or unenforceable will be severed, and the remainder of this Agreement will be

The County and the Nation represent and warrant that each has performed all acts required by its own laws for the validity of adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such Party is duly and legally authorized to so execute and deliver this Agreement. A copy of the Resolution of the Executive Committee of the Catawba Indian Nation authorizing this Agreement on behalf of the Nation is attached as Exhibit “E”. Said resolution shall (i) expressly approve and authorize this Agreement by the Executive Committee on behalf of the Nation, (ii) direct the execution, delivery and performance of this Agreement by the Chief on behalf of the Nation, (iii) independently grant and approve an express, unconditional and irrevocable limited waiver of the Nation’s sovereign immunity to suit, (iv) consent to the jurisdiction of the courts specified in the Agreement, (v) consent to the application of the laws of the State of North Carolina to govern the Agreement, (vi) consent to arbitration, (vii) waive the Nation’s right to exhaustion of tribal remedies, and (viii) waive venue and jury trial (items (v) – (vii) set forth in this Section 15(c) are referred to herein as the “Dispute Resolution Provisions”). The Executive Committee’s resolution also will recite the Constitutional provisions authorizing the Executive Committee’s action in executing this Agreement, resolutions authorizing this Agreement and granting the Nation’s limited waiver of sovereign immunity and consenting to the Dispute Resolution provisions, including (a) that the Executive Committee is authorized pursuant to the authority granted the Executive Committee in the Catawba Constitution and Bylaws, which provides that it “shall be the duty of the Executive Committee... to act on behalf of the General Tribal Council at such times as said Council is not in possession and to have charge of all routine matters which shall arise during such recess, including... such other matters as may be delegated to it by the General Council [Bylaws, Article II, Section 3]” and (b) the authority of the Chief pursuant to the Catawba Constitution and Bylaws which provides that the Chief “shall at all times have general supervision of the affairs of the General Council and Executive Committee and such matters as necessarily pertain to the general welfare of the community [Bylaws, Article IV].” Provided, further, that although the Executive Committee has the authority to enter into this agreement, it is the Executive Committee’s practice to brief the General Council on major matters and to seek an expression of support. Whereas the County has also requested that the General Council provide a resolution of

25 of 29

26 of 29

enforced. The Parties agree to enter into good faith negotiations to replace the invalid provision(s) with a valid provision(s), the economic effect of which comes as close as possible to that of the invalid provision(s). If the Fees in Section 3 or any other provision are held invalid or unlawful in a way that results in the diminution of any payment or financial obligation of the Nation to the County, then the Parties agree to negotiate in good faith to try to replace the Invalid Fees provision(s). If the Parties are unable to successfully renegotiate the Invalid Fees provision(s), then notwithstanding Sections 1 and 9, and subject to the limitations set forth in Section 11(c), the Parties agree that the arbitrator shall determine how to proceed with arbitration to address the conflict.

G. Good Faith and Fair Dealing.

This Agreement includes the implied covenant of good faith and fair dealing in accordance with North Carolina common law.

H. Captions.

The captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

I. Amendment or Modifications; Reopening.

1. This Agreement may not be amended or modified except by a writing signed by the County Manager and the Chief of the Nation pursuant to such authority as may be required by law and the Nation’s governing constitution and bylaws. However, either Party may request that the other Party renegotiate one or more of the terms of this Agreement if, but not limited to, the following circumstances apply:

a. There is a significant change in applicable circumstances, including but not limited to a change in federal or state law that directly or indirectly relates to the Party’s expectations under this Agreement and/or the application of the federal Indian Gaming Regulatory Act to the Nation as provided by law;

b. That change materially impacts that Party; and

c. That change could not have been reasonably anticipated at the time of entering into this Agreement.


Provided, however, if the United States Government identifies an environmental concern, the Parties will then promptly negotiate a separate "environmental matters agreement", to address mitigation of related environmental issues, if any; and that the County reserves the right to negotiate with the Nation for the purpose of reaching agreement with the Nation regarding terms and conditions pertaining to mitigation of environmental impacts that may be identified in the future as a result of environmental review processes required by law.

2. A request to renegotiate one or more of the terms of this Agreement will be made in writing, delivered to the other Party. The request will specify the basis for the request. If the request is determined to meet the requirements for renegotiation pursuant to this subsection, the Party will commence to renegotiate in good faith. However, except for the obligations to renegotiate as is set forth in this subsection, neither Party is obligated to agree to a new Agreement or to any new terms or conditions as a result of the renegotiation process.

3. Notwithstanding subsections 1.1 and 1.2, upon completion of the final building design and development plans for the Project, and prior to the commencement of any construction activity, if the Parties do not enter into a separate memorandum of agreement under Section 5.3, then the Parties shall renegotiate Section 5 in good faith and to the mutual agreement of the Parties. Failure to renegotiate under this provision shall result in an automatic default of this Agreement, subject to the dispute resolution provisions set forth in Section 11.

4. Notwithstanding subsection 1.1 and 1.2, if there is a material change in federal or State law, or if the Nation enters into a compact with the State of North Carolina that is inconsistent with this Agreement, then the Parties, within thirty (30) days after receipt of either Party of a written demand therefor, shall meet and confer for the purpose of engaging in good-faith negotiations for the purpose of revising this Agreement to the extent needed to accommodate such material change and/or inconsistency. If a Party refuses to engage in such negotiations, then that Party shall be deemed in violation of this Agreement, which shall automatically trigger the dispute resolution provisions set forth in Section 11.

1. Complete Agreement.

CLEVELAND COUNTY, NORTH CAROLINA

By
John H. Haddon, Commissioner
Cleveland County Board of Commissioners

Approved as to form:
By
Elliott Ferguson, Esq.
Deputy County Attorney
Cleveland County

Attest:
Phyllis Nordell
Cleveland County Clerk

THE CATAWBA INDIAN NATION

By
William Harris, Chief
Catowba Indian Nation

Approved as to form:
By
Jeffrey Marks, Esq.
Tribal Governance Attorney
Catowba Indian Nation

Attest:
Rodrick Block, Secretary/Treasurer
Catowba Indian Nation

This Agreement represents the entire integrated agreement between the Parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

Section 16. Section 81 Review by the Department of the Interior.

If it is determined by the United States government that a Section 81 review is necessary, then within one hundred twenty (120) days of execution of this Agreement, or within thirty (30) days of receipt by the Nation of a written Indian Lands determination by the National Indian Gaming Commission, whichever is sooner, the Nation will submit this Agreement to the United States Department of the Interior for either (a) approval of the Agreement pursuant to 25 U.S.C. § 81, or (b) a written response that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable. If the Department of the Interior determines that Section 81 approval is necessary and denies approval of this Agreement, then this Agreement shall be subject to review and appropriate action by the Department of the Interior, including possible termination and the possible recovery of payments made hereunder.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Section 18. Miscellaneous. If after the Effective Date of this Agreement, the Nation and State of North Carolina enter into a Compact for Gaming on the property (a "Compact"), to the extent that that Compact requires payments to the County that address the PR.0F. services and other payments required under this Agreement, such Compact payments shall be used to offset the Nation's obligations hereunder, to enable the Nation to avoid having to make duplicative payments under such Compact and this Agreement. Furthermore, any inconsistent terms between this Agreement and any future Compact will, to the extent required by law, be construed in favor of the Compact.

IN WITNESS WHEREOF, officers of the County and the Nation, pursuant to authority duly given by the governing bodies of each in accordance with applicable State law, ordinances and Tribal law, have executed this Agreement as of the Effective Date.

PUBLIC HEARING

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR PROJECT FIX

Chairman Allen called on Kristin Reese to present an Economic Development Incentive Agreement for Project Fix. Mrs. Reese stated Project Fix currently has two existing manufacturing operations in a neighboring county that will be maintained, but additionally has interest in expanding their operations in Cleveland County to
support future growth of their business line. The project considered expanding at other locations in other states. The company is interested in purchasing an existing and vacant building in Cleveland County and anticipate that they will create 25 new full-time jobs within three years, with the projected average wages being approximately $40,000; which, exceeds the County’s current average wage. The company proposes to invest approximately $3,000,000 in machinery and equipment, as well as improvements to the building. Ms. Reese requested that the Board of Commissioners approve a 50% County Incentive Grant (0.0057% tax rate) for three years for this project.

Chairman Allen opened the Public Hearing at 6:34 pm for anyone wanting to speak for or against the Economic Development Incentive Agreement for Project fix. (Legal Notice was published in the Shelby Star on January 10, 2020).

Hearing no comments, Chairman Allen closed the Public Hearing at 6:34 pm.

Chairman Allen opened the floor to the Board for questions and discussion. Vice-Chair Whetstine stated Project Fix is a great opportunity for a currently unoccupied building to be updated and will be great for the community as a whole.

**ACTION:** Commissioner Bridges made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, **approve the Incentive Agreement for Project Fix.**
...
Chairman Allen called on Finance Director Lucas Jackson for the Audit Presentation. Mr. Jackson reviewed the following presentation for the fiscal year ending June 30, 2019.
Audit Presentation

Why? And Audit Background

- Why have an audit?
  - NC GLS 119-34 - Requires all local governments in NC to conduct with an external, independent audit firm to conduct a full audit annually and submit audits to LGCC prior to Dec. 31.
- Cleveland County by statute must produce all books and records requested by the external auditor including all documents requested (including compliance requirements)
- Cleveland County contracted with Thompson, Price, Scott and Adams, Co. CPA's of Whiteville to conduct June 30, 2019 Audit – LGCC Approved

Audit Presentation

Timeline of Audit Process

- February 2019 – BOC Approves Audit Contract (TPSA)
- April 2019 – Preliminary meetings and scheduling
- May 2019 – Interim work – Transaction testing, Compliance testing at DNS, Internal Control walkthroughs
- August 2019 – Cont. Interim work – Transaction testing, Payroll testing, cash counts
- September 2019 – Final work – Balance Sheet work and Compliance final

Audit Presentation

Audit Work Performed June 30, 2019

- 3 – visits on-site
- Over 500 invoices and 150 deposits selected and tested
- 5 Major DSS & Grant programs selected and tested
- CAFR submitted on time to LGCC – with no comments or suggested changes
- CAFR also submitted for the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting for the sixth consecutive year. This prestigious award is recognized across all local government.

Audit Results June 30, 2019

Audit Presentation

Audit Results – Local Option Sales Tax – General Fund

Audit Presentation

Audit Results – Investment Income – General Fund
Following his presentation, Mr. Jackson called on Alan Thompson from Thompson, Price, Scott, Adams & Co. Audit Firm to review the Letter to Governance. Mr. Thompson stated Cleveland County has received an unmodified report with no significant audit findings, he praised the Finance staff for their gathering of information. Minor findings were discussed with management recently. Mr. Thompson informed Commissioners he would be happy to discuss anything with the board tonight and explained his phone number is in the report and would be willing to speak with you at any time.

**LATE APPLICATIONS FOR EXEMPTION**

Chairman Allen called upon Chris Green, Tax Administrator to present the Late Applications for Exemption. Mr. Green stated per N.C.G.S. 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.

Mr. Green explained, applications appearing on the below roster would be eligible for 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Parcel</th>
<th>Type</th>
<th>Value Exempt/Deferred</th>
<th>Fiscal Impact (Co. Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friends of The Foothills Shooting Complex</td>
<td>16239</td>
<td>Charitable/Educational</td>
<td>$161,621.00</td>
<td>$921.24</td>
</tr>
<tr>
<td>Michael Ernest Putnam</td>
<td>17646</td>
<td>DAV</td>
<td>$45,000.00</td>
<td>$256.50</td>
</tr>
<tr>
<td>Brent W. Turner</td>
<td>49543</td>
<td>DAV</td>
<td>$45,000.00</td>
<td>$256.50</td>
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<tr>
<td>Martin Luther Austin</td>
<td>21234</td>
<td>DAV</td>
<td>$45,000.00</td>
<td>$256.50</td>
</tr>
<tr>
<td>Vicky Dorn Cook</td>
<td>53603</td>
<td>Eid/Dis</td>
<td>$25,000.00</td>
<td>$142.50</td>
</tr>
<tr>
<td>Sheila Earl Humphries</td>
<td>46455</td>
<td>Eid/Dis</td>
<td>$38,456.00</td>
<td>$219.20</td>
</tr>
<tr>
<td>David G. Shelton</td>
<td>39044</td>
<td>Eid/Dis</td>
<td>$20,600.00</td>
<td>$117.93</td>
</tr>
<tr>
<td>Brenda Louise Adams</td>
<td>13074</td>
<td>Eid/Dis</td>
<td>$25,087.00</td>
<td>$143.00</td>
</tr>
<tr>
<td>Harold D. Terry</td>
<td>33027</td>
<td>Eid/Dis</td>
<td>$25,000.00</td>
<td>$142.50</td>
</tr>
<tr>
<td>Paulette K. Bridges</td>
<td>9222</td>
<td>Eid/Dis</td>
<td>$19,173.00</td>
<td>$109.29</td>
</tr>
<tr>
<td>Macie L. Brackett</td>
<td>38374</td>
<td>Eid/Dis</td>
<td>$33,040.00</td>
<td>$188.33</td>
</tr>
<tr>
<td>Dean Davis Jr.</td>
<td>18332</td>
<td>Eid/Dis</td>
<td>$33,763.00</td>
<td>$192.45</td>
</tr>
<tr>
<td>Shirley W. Drewery</td>
<td>34444</td>
<td>Eid/Dis</td>
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<tr>
<td>Charles Ivan Swink</td>
<td>34015</td>
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<tr>
<td>Jimmy Lee Terry</td>
<td>49333</td>
<td>Eid/Dis</td>
<td>$44,859.00</td>
<td>$255.70</td>
</tr>
<tr>
<td>Pearlie M. Jenkins</td>
<td>20991</td>
<td>Eid/Dis</td>
<td>$36,083.00</td>
<td>$205.67</td>
</tr>
<tr>
<td>Joshua Scott Skinner</td>
<td>52277</td>
<td>PUV</td>
<td>$22,875.00</td>
<td>$130.39</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$661,416.00</strong></td>
<td><strong>$3,770.07</strong></td>
</tr>
</tbody>
</table>

| 2019 TOTAL LATE (YTD)                      |        |                    | **$2,821,276.00**     | **$16,081.27**           |

Vice-Chairman Whetstine stated he didn’t believe these citizens should be penalized for being late, most of these citizens are Veterans or Elderly/Disabled and he doesn’t want to put a burden on them.

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

**LAND USE PLAN CONSULTANT**

Chairman Allen Called on Chris Martin Senior Planner to present on the Land Use Plan Consultant. Mr. Martin reviewed the following PowerPoint.
A Land Use Plan is designed to guide the future actions of a community. It is developed through many public meetings and represents the “vision” of a community with long range goals and strategies to achieve those goals.

Mr. Martin stated planning staff would like to recommend Benchmark Planning be awarded the bid to develop the new Cleveland County Land Use Plan. Bids were received through the Request for Proposal process from the following three companies: Benchmark Planning $98,000, N Focus $93,000 - $102,300 and Withers Ravenel $95,000 - $125,000.

After careful evaluation of the three proposals, Planning Staff’s opinion is that Benchmark Planning is the most responsible bid. Staff identified the following pros of selecting Benchmark:

- **Experience:** More Land Use Plan development experience
- **References:** Positive client references
• **Organization:** Proposal and samples submitted were well organized

• **Location:** Familiar with our region and the impacts that regional development will have on Cleveland County

• **Cost:** Competitive price

A Land Use Plan is designed to guide the future actions of a community. It is developed through many public meetings and represents the “vision” of a community with long range goals and strategies to achieve those goals.

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if this plan would include the municipalities. Mr. Martin stated that if a municipality has adopted the county Unified Development Ordinance they will be included in the plan and the county would pay for that.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *approve the Cleveland County Land Use Plan bid to Benchmark Planning.*

**SHERIFF’S OFFICE PAY PLAN**

Allison Mauney, Human Resources Director presented the following PowerPoint.

Ms. Mauney made a recommendation to the Cleveland County Board of Commissioners to approve revised Appendix E of the Cleveland County Ordinance. This change will provide levelled classifications for Maintenance Techs located in the Sheriff’s Office. These classifications offer opportunities for increases with years of service
and an accelerated process for those employees obtaining certificates of completion in plumbing, heating/HVAC or electrical training from an accredited 2 or 4-year educational institution. This accelerated process also allows for increases for completion of an associate’s or bachelor’s degree. See recommended changes below:

(b) Maintenance Tech. The following applies to all employees in the sheriff’s office employed as "Maintenance Tech":
(1) Level 1: Employment before attainment of Levels 2.
(2) Level 2: Four (4) years of service a maintenance position for a governmental law enforcement agency in North Carolina; or three (3) years of such service and a certificate of completion from an accredited two year or four year educational institution in plumbing, heating/air, HVAC, or electrical; or any such service and a bachelor’s degree.
(3) Level 3: Seven (7) years of service in a maintenance position for a governmental law enforcement agency in North Carolina; or four (4) years of such service and an associate’s degree; or two (2) years of such service and a bachelor’s degree.

These revisions will improve the County’s ability to provide consistency and equity in classification and compensation within the Sheriff’s Office as well as provide continued competitiveness with peer organizations.

Chairman Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if we could make these recommendations for County General Maintenance Employees. Mrs. Mauney reminded Commissioner Hutchins these additions were specifically for the Sheriff’s Office.

**ACTION:** Commissioner Hutchins made a motion, seconded by Commissioner Hardin, and unanimously adopted by the Board to, **approve the changes to Appendix E- Sheriffs Office Pay Plan. (Appendix E Attached below)**
COMMISSIONER REPORTS

Commissioner Bridges – reminded everyone to make sure they are counted in the 2020 Census. April 1st is Census Day.

Commissioner Whetstone – attended several events in the community including several celebrations in observance of Martin Luther King Jr. Day.

Chairman Allen- Thanked everyone for being here tonight.
ADJOURN

There being no further business to come before the Board at this time, Commissioner Hardin made a motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, to adjourn the meeting. The next meeting of the Commission is the Commissioners Strategic Planning Work Session scheduled for Thursday, January 30, 2020 at 12:30 p.m. at the Cleveland County Public Health Center.

________________________________________
Susan Allen, Chairman
Cleveland County Board of Commissioners

__________________________
April Crotts, Deputy Clerk to the Board
Cleveland County Board of Commissioners