

Cleveland County Board of Commissioners
January 21, 2025

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

PRESENT: Kevin Gordon, Chairman
Deb Hardin, Vice-Chair
Johnny Hutchins, Commissioner
Doug Bridges, Commissioner
Tony Berry, Commissioner
Jonathan Sink, County Attorney
David Cotton, County Manager
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Chris Martin, Planning Director
Philip Steffen, Finance Director
Rebecca Johnson, Social Services Director
Jason Falls, Business Development Director
Colt Farrington, Inspections Director
Clifton Philbeck, Board of Elections Director

CALL TO ORDER

Chairman Gordon called the meeting to order, and Business Development Director Jason Falls led the audience in the Pledge of Allegiance and provided the invocation.

Chairman Gordon stated, *“Due to the freezing weather and poor road conditions in surrounding areas, Alan Thompson from Thompson, Price, Scott, Adams & Co., P.A., is unable to attend tonight’s meeting. The 2024 Audit Presentation has been postponed until the February 4, 2025, Commissioners’ meeting.”*

AGENDA ADOPTION

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

SPECIAL PRESENTATION

CERVICAL CANCER AWARENESS MONTH

Chairman Gordon called Lindsay Gullatte-Lee with Get in Good with Your Health to the podium to speak about Cervical Cancer Awareness Month. Early screenings are crucial for cervical cancer prevention and early detection, leading to improved treatment outcomes and survival rates. Cervical cancer often doesn't cause symptoms until it's advanced, making early detection through screening crucial. Regular screenings can identify precancerous changes before they progress to cancer, allowing for timely intervention and treatment. The Board thanked Ms. Gullatte-Lee for the information and presented her with the following proclamation:



PUBLIC COMMENT

Bobby Dyer, 119 Mike Clifford Road, Shelby – expressed his frustrations regarding the noise nuisance of barking dogs from a neighbor’s property. Mr. Dyer also voiced his concerns regarding the county’s Animal Services Department and the Animal Services Advisory Board. She worries about a possible Commissioner overstep in that department. He urged Commissioners to make ordinances that would hold violators accountable and benefit the citizens of Cleveland County.

Sherry Crowder, 1208 New Crest Lane, Shelby, echoed Mr. Dyer’s comments regarding possible Commissioner oversteps in the Animal Services Department and the spread of misinformation in animal rescue organizations.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included Minutes from the ***November 12, November 14, and November 25, 2024, regular meeting and the December 2, 2024, Organizational meeting*** in Board members’ packets.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and passed unanimously by the Board to, ***approve the Minutes as written.***

TAX COLLECTOR’S MONTHLY REPORT: NOVEMBER 2024

Pursuant to North Carolina General Statute §105-350.7, the Tax Collector shall submit to the governing body, at each of its regular meetings, a report to include the amount collected on each year's taxes with which she

is charged, the amount remaining uncollected, and the steps being taken to encourage payment of uncollected taxes. The Tax Collector provided Commissioners with a detailed written report regarding taxes collected during *November 2024*.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and passed unanimously by the Board to, *approve the November 2024 monthly tax report submitted by the Tax Collector.*

TOTAL TAXES COLLECTED NOVEMBER 2024			
YEAR	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
DEF REV	\$0.00	\$0.00	\$0.00
2024	\$2,177,521.69	\$4,221.51	\$2,181,743.20
2023	\$57,403.54	\$5,997.91	\$63,401.45
2022	\$20,809.33	\$2,901.96	\$23,711.29
2021	\$10,490.49	\$2,505.26	\$12,995.75
2020	\$5,666.24	\$262.21	\$5,928.45
2019	\$3,383.58	\$0.00	\$3,383.58
2018	\$1,605.91	\$0.00	\$1,605.91
2017	\$784.96	\$0.00	\$784.96
2016	\$562.79	\$0.00	\$562.79
2015	\$989.86	\$0.00	\$989.86
2014	\$0.00	\$0.00	\$0.00
			\$2,295,107.24
TOTALS	\$2,279,218.39	\$15,888.85	\$2,295,107.24
DISCOUNT	(\$9.36)		(\$9.36)
INTEREST	\$16,926.46	\$2,195.81	\$19,122.27
TOLERANCE	(\$14.04)	(\$0.72)	(\$14.76)
ADVERTISING	\$334.68		
GARNISHMENT	\$926.07	GAP BILL FEES	DEFERRED GAP
NSF/ATTY	\$50.03	\$2,669.97	\$0.00
LEGAL FEES	\$19,900.62		
TOTALS	\$2,317,332.85	\$20,753.91	
MISC FEE	\$0.00		GRAND TOTAL
TAXES COLL	\$2,317,332.85		\$2,338,086.76
DEFRED REV	\$0.00		\$0.00
	\$2,317,332.85		\$2,338,086.76
TOTAL TAXES UNCOLLECTED NOVEMBER 2024			
	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
2024	\$44,404,620.62	\$285,032.23	\$44,689,652.85
2023	\$1,503,324.97	\$111,019.74	\$1,614,344.71
2022	\$861,261.29	\$84,384.09	\$945,645.38
2021	\$283,334.00	\$54,180.70	\$337,514.70
2020	\$226,577.78	\$31,019.10	\$257,596.88
2019	\$439,161.42	\$0.00	\$439,161.42
2018	\$206,674.31	\$0.00	\$206,674.31
2017	\$113,764.12	\$0.00	\$113,764.12
2016	\$78,126.64	\$0.00	\$78,126.64
2015	\$84,054.64	\$0.00	\$84,054.64
2014	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
TOTAL UNCOLLECTED	\$48,200,899.79	\$565,635.86	\$48,766,535.65

TAX COLLECTOR’S MONTHLY REPORT: DECEMBER 2024

Pursuant to North Carolina General Statute §105-350.7, the Tax Collector shall submit to the governing body, at each of its regular meetings, a report to include the amount collected on each year's taxes with which she is charged, the amount remaining uncollected, and the steps being taken to encourage payment of uncollected taxes. The Tax Collector provided Commissioners with a detailed written report regarding taxes collected during *December 2024*.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and passed unanimously by the Board to, *approve the December 2024 monthly tax report submitted by the Tax Collector.*

TOTAL TAXES COLLECTED DECEMBER 2024			
YEAR	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
DEF REV	\$0.00	\$0.00	\$0.00
2024	\$17,254,127.74	\$11,911.27	\$17,266,039.01
2023	\$54,520.68	\$2,809.79	\$57,330.47
2022	\$14,379.90	\$1,785.39	\$16,165.29
2021	\$5,566.75	\$1,161.45	\$6,728.20
2020	\$3,373.79	\$217.26	\$3,591.05
2019	\$924.58	\$0.00	\$924.58
2018	\$2,216.24	\$0.00	\$2,216.24
2017	\$435.92	\$0.00	\$435.92
2016	\$246.94	\$0.00	\$246.94
2015	\$202.68	\$0.00	\$202.68
2014	\$0.00	\$0.00	\$0.00
			\$17,353,880.38
TOTALS	\$17,335,995.22	\$17,885.16	\$17,353,880.38
DISCOUNT	(\$6.79)		(\$6.79)
INTEREST	\$14,192.99	\$1,178.68	\$15,371.67
TOLERANCE	(\$7.74)	(\$2.06)	(\$9.80)
ADVERTISING	\$289.59	GAP BILL FEES	DEFERRED GAP
GARNISHMENT	\$193.69	\$1,403.32	\$4,192.04
NSF/ATTY	\$75.10		
LEGAL FEES	\$2,717.20		
TOTALS	\$17,353,449.26	\$20,465.10	
MISC FEE	\$0.00		GRAND TOTAL
TAXES COLL	\$17,353,449.26		\$17,373,914.36
DEF	\$0.00		\$0.00
DISC	\$0.00		\$17,373,914.36
TOL	\$0.00		
INT	\$0.00		
TOTAL TAXES UNCOLLECTED DECEMBER 2024			
	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
2024	\$27,165,322.58	\$330,956.31	\$27,496,278.89
2023	\$1,448,589.38	\$108,209.95	\$1,556,799.33
2022	\$846,090.06	\$82,598.70	\$928,688.76
2021	\$277,345.55	\$53,019.25	\$330,364.80
2020	\$223,203.99	\$30,801.84	\$254,005.83
2019	\$438,236.84	\$0.00	\$438,236.84
2018	\$204,458.07	\$0.00	\$204,458.07
2017	\$113,328.20	\$0.00	\$113,328.20
2016	\$77,879.70	\$0.00	\$77,879.70
2015	\$83,851.96	\$0.00	\$83,851.96
2014	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
TOTAL UNCOLLECTED	\$30,878,306.33	\$605,586.05	\$31,483,892.38
DEF REV	\$0.00	\$104,109.06	\$104,109.06
TOTAL UNCOLLECTED	\$30,878,306.33	\$709,695.11	\$31,588,001.44

TAX ADMINISTRATION: ABATEMENTS AND SUPPLEMENTS NOVEMBER 2024

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *November 2024*. The monthly grand total for tax abatements was listed as (\$23,717.05), and the monthly grand total for tax supplements was listed as \$205,023.74.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and passed unanimously by the Board to, *approve the November 2024 tax abatements and supplements submitted by the Tax Assessor.*

TAX ADMINISTRATION: ABATEMENTS AND SUPPLEMENTS DECEMBER 2024

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *December 2024*. The monthly grand total for tax abatements was listed as (\$3,436.10), and the monthly grand total for tax supplements was listed as \$6,654.44.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and passed unanimously by the Board to, *approve the December 2024 tax abatements and supplements submitted by the Tax Assessor.*

TAX ADMINISTRATION: PENDING REFUNDS AND RELEASES

The Tax Administration Office requests a refund of \$1,216.24 pursuant to North Carolina General Statute §105-381. The petitioner, Freddie D. Grigg, was overcharged due to duplicate listings. The County Tax Assessor has reviewed the request and advised that it is in order for approval.

PENDING REFUNDS / RELEASES (RECOMMENDED FOR APPROVAL)											
January 21, 2025											
The following requests have been reviewed by the County Assessor and found to be in order. They are hereby submitted for approval by the Cleveland County Board of Commissioners per G.S. 105-381. Supporting documentation is on file in the County Assessor's Office.											
NAME	YEAR	RECEIPT	REASON	ORIGINAL ASSESSED VALUE	ORIGINAL TAX PAID	REQUESTED RELEASE/REFUND VALUE	DISTRICT	EFF TAX RATE	RELEASE	REFUND	
Grigg, Freddie Dean	2024	5021132	Duplicate Listing	\$ 16,875	\$147.59	\$ 16,875	51	0.7950		\$147.59	
Grigg, Freddie Dean	2023	4922412	Duplicate Listing	\$ 16,875	\$134.17	\$ 16,875	51	0.7950		\$134.17	
Grigg, Freddie Dean	2022	4822869	Duplicate Listing	\$ 16,875	\$147.59	\$ 16,875	51	0.7950		\$147.59	
Grigg, Freddie Dean	2022	4822870	Duplicate Listing	\$ 23,879	\$208.82	\$ 23,879	51	0.7950		\$208.82	
Grigg, Freddie Dean	2021	4722988	Duplicate Listing	\$ 16,875	\$147.59	\$ 16,875	51	0.7950		\$147.59	
Grigg, Freddie Dean	2021	4722989	Duplicate Listing	\$ 17,087	\$149.42	\$ 17,087	51	0.7950		\$149.42	
Grigg, Freddie Dean	2020	4622169	Duplicate Listing	\$ 16,875	\$153.62	\$ 16,875	51	0.8275		\$153.62	
Grigg, Freddie Dean	2020	4622170	Duplicate Listing	\$ 14,000	\$127.44	\$ 14,000	51	0.8275		\$127.44	
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ACTION: Commissioner Hardin made the motion, seconded by Commissioner Berry, and unanimously adopted by the Board, *to approve the Pending Refunds and Releases as submitted by the Tax Assessor.*

TAX ADMINISTRATION: REQUEST TO SET A PUBLIC HEARING FOR TUESDAY, MARCH 18, 2025, FOR SMALL BUSINESS INCENTIVE GRANT FOR SRI THREE, LLC DBA BROAD RIVER CAMPGROUND

The Tax Administration Office requests to set a public hearing for a Small Business Incentive Grant for SRI Three, LLC dba Broad River Campground. SRI Three, LLC has made an application for participation in the Small Business Investment Grant Program. Under the program, a qualifying new investment of \$50,000 to \$1,000,000 would be eligible for a grant equal to 50% of taxes paid on the new taxable investment for three years. The applicant has met the investment requirements. Taxes have been paid, and there are no unresolved appeals. The application for the 2024 grant year was submitted in a timely manner for consideration.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve setting the public hearing as requested.*

SOIL AND WATER CONSERVATION: BUDGET AMENDMENT (BNA #040)

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.498.4.350.00	04067-StRAP	Soil & Water/State Government Grants	\$122,235	
010.498.5.700.00	04067-StRAP	Soil & Water/Grants	\$122,235	
<i>Explanation of Revisions: Budget allocation of \$122,235 in grant money from the North Carolina Department of Agriculture and Consumer Services for the StreamFlow Rehabilitation Program (STRAP). The grant period is July 1, 2024, through December 31, 2026.</i>				

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

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.438.4.310.00	16738-DETAMH	Public Safety Grants/Federal Govt Grants	\$12,796	
010.438.5.420.00	16738-DETAMH	Public Safety Grants/Contracted Services	\$12,796	

Explanation of Revisions: Budget allocation of \$12,769 in grant monies received from the FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) to increase weekly mental health services at the detention center. Period for the grant is October 1, 2024, through September 30, 2025.

COOPERATIVE EXTENSION: BUDGET AMENDMENT (BNA #042)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.495.4.410.00		Cooperative Ext/Local & Other Grants	\$36,563	
010.495.5.121.00		Cooperative Ext/Salaries-Wages FT	\$36,563	

Explanation of Revisions: Budget allocation of \$36,563 in grant funds from Atrium Health for the Expanded Food and Nutrition Education Program (EFNEP) Assistant. This is a two-year agreement with North Carolina State University and Cleveland County, with funding from Atrium Health – Healthy Together Cleveland Initiative.

SHERIFF’S OFFICE: BUDGET AMENDMENT (BNA #043)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
010.441.4.810.19		Sheriff’s Office/Christmas Project Fds	\$865	
010.441.5.790.19		Sheriff’s Office/Christmas Project Fds	\$865	

Explanation of Revisions: Budget allocation of \$865 in donated funds for the Sheriff’s Office Christmas Project fund.

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #044)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
011.519.4.350.00		Public Assistance/State Government Grants	\$145,988	
011.519.5.500.01		Public Assistance/Misc. Grant Expense	\$145,988	

Explanation of Revisions: Budget allocation of \$145,988 in grant funds from the North Carolina Department of Health and Human Services for rental assistance and essential services (adult and child welfare) related to Hurricane Helene.

SOCIAL SERVICES: BUDGET AMENDMENT (BNA #045)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
011.504.4.410.00		Title XX/Local & Other Grants	\$5,000	
011.504.5.700.00		Title XX/Grants	\$5,000	

Explanation of Revisions: Budget allocation of \$5,000 in funds from the Kintegra Health Opioid grant.

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #046)

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.4.350.00		General Administration/State Govt Grants	\$434,610	
012.530.5.891.00		General Administration/Emergency-Contingency	\$434,610	
<i>Explanation of Revisions: Budget allocation of \$434,610 in grant funds from the North Carolina Department of Health and Human Services for Hurricane Helene Disaster Recovery Relief.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #047)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.530.04.540.00		General Administration/Contract Revenue	\$9,500	
012.530.5.210.00		General Administration/Department Supplies	\$3,000	
012.530.5.420.00		General Administration/Contracted Services	\$6,500	
<i>Explanation of Revisions: Budget allocation of \$28,750 in funds received from the Cabarrus Health Alliance to support training opportunities to enhance skills and expertise of department staff. Funds will also be used for the purchase of CPR equipment.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #048)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.548.4.410.00		CODAP/Local-Other Grants	\$7,500	
012.548.5.230.01		CODAP/Prescription Drugs	\$3,750	
012.548.5.311.00		CODAP/Education-Cert-Training	\$3,750	
<i>Explanation of Revisions: Budget allocation of \$7,500 in grant funds from Kintegra as part of their Rural Communities Opioid Response Program (RCORP). Funds will be used to support naloxone, education, and training.</i>				

HEALTH DEPARTMENT: BUDGET AMENDMENT (BNA #049)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.548.4.540.00		CODAP/Donation-Contribution	\$5,000	
012.548.5.581.00		CODAP/Awards-Appreciation	\$5,000	
<i>Explanation of Revisions: Budget allocation of \$5,000 in donated funds from Partners Behavioral Health for purchasing medication lock boxes to be distributed to the community.</i>				

SHERIFF’S OFFICE: BUDGET AMENDMENT (BNA #050)

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

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
497.253.4.350.00		CapProj-E911 Call Ctr/State Govt Grants	\$371,7700	
497.253.5.991.00		CapProj-E911 Call Ctr/Construction in Progress	\$371,770	
<i>Explanation of Revisions: Budget allocation of \$371,770 in grant funds awarded by the 911 Board (Grant Agreement G2023A-04) for the E-911 Call Center.</i>				

PLANNING DEPARTMENT: FLOODPLAIN ADMINISTRATOR INTERLOCAL AGREEMENT

The Town of Fallston has adopted a floodplain ordinance and is requesting that Cleveland County enter into an inter-local agreement, allowing county planning staff to be the administrators of the ordinance. Many towns throughout the county have adopted a floodplain ordinance and have an agreement in place with the county to

serve as the administrators. Fallston does not have designated floodplains. Therefore, they have never adopted an ordinance or participated in the floodplain mapping program. Since Hurricane Helene, the town has learned through the Federal Emergency Management Agency (FEMA) the benefits of participating in the floodplain mapping program and having an ordinance. These benefits include more insurance coverage options for citizens and FEMA assistance during emergencies. Other towns that have agreements with the county include Waco, Belwood, Casar, Lawndale, Polkville, and Grover.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve the interlocal agreement with the Town of Fallston for the administration of their floodplain ordinance.*

Interlocal Agreement Between Cleveland County and the Town of Fallston.

This resolution/agreement, made and entered into this the 7th day of Jan, 2025 by and between the Town of Fallston, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and Cleveland County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statutes 160A-461, hereby covenant and agree as follows:

1. That the TOWN hereby contracts with the COUNTY to use the services of the Planning Department of the COUNTY to administer the TOWN'S Flood Damage Prevention Ordinance within the corporate limits and extra-territorial jurisdiction of the TOWN.
2. That the services of the Cleveland County Planning Department shall be performed at no cost to the TOWN. However, should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Cleveland County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf o the TOWN that are the subject matter of this Agreement.
3. That all fees and charges associated with administering the Flood Damage Prevention Ordinance as adopted by the Board of County Commissioners, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.
4. That all development to take place within the TOWN's corporate limits or extra-territorial jurisdiction shall be subject to the rules and regulations set forth in the aforementioned Flood Damage Prevention Ordinance. No building permits shall be issued for any property until the flood zone is determined and the necessary building standards are met. If the property is located within the Special Flood Hazard Area and if the structure is to be constructed within the flood hazard area, preliminary and final elevation certificates will be required.
5. That the Cleveland County Planning Department will use every effort to enforce the Flood Damage Prevention Ordinance, except that if any civil or criminal action becomes necessary, the TOWN shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from the Cleveland County Planning Department of such violations.
6. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.

7. This Agreement may only be modified in writing and executed by both parties.
8. That the effective date of this Interlocal Agreement shall be 1.7, 2025

IN WITNESS WHEREOF, the Town of Fallston has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Cleveland County has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

TOWN OF FALLSTON

By Jorinda Weaver Mayor

ATTEST Wendy Elledge, Clerk

CLEVELAND COUNTY

By Phyllis Noland Chair, Board of Commissioners

ATTEST Phyllis Noland



CITY OF SHELBY: EXTRA TERRITORIAL JURISDICTION (ETJ) REQUEST

As a follow-up to parcel 4832, a 129-acre tract of land owned by Robert Johnson with Carolina Home Company off of Joe's Lake Road, located between the Town of Patterson Springs and City of Shelby, Shelby City Manager Rick Howell requests Cleveland County release its planning jurisdiction for parcel 4832 and authorize the City of Shelby to exercise its planning and zoning jurisdiction through their Extra Territorial Jurisdiction (ETJ). Having the parcel in Shelby's planning jurisdiction would allow the city to extend its utility services to the property. The Town of Patterson Springs does not oppose the request.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve the release of parcel 4832 to the City of Shelby’s Planning and Zoning Extra Territorial Jurisdiction (ETJ).*

SOLID WASTE: CONVENIENCE SITE(S) OPERATIONAL PRACTICES AND UTILIZATION STANDARDS POLICY



**Solid Waste Convenience Site(s)
Operational Practices & Utilization Standards Policy**

Purpose

The purpose of this policy is to establish operational best management practices and utilization standards, which improve efficiency, safety and access for the duly authorized patrons and County staff at all Convenience Site(s). Further, Cleveland County has a significant governmental interest in providing a fiscally responsible return on investment to the Solid Waste rate payers.

Scope

This policy applies to all duly authorized patrons accessing the Cleveland County Convenience Site(s) and commercial drivers/owners accessing the Cleveland County Landfill Site(s). Cleveland County Solid Waste Code Enforcement Officer(s) and Convenience Site Attendant(s) are charged with applying the standards and requirements detailed in this policy.

Vehicle Standards and Prohibited Waste

- Commercial, industrial and institutional solid waste may not be deposited in any Cleveland County Convenience Site [Cleveland County (Solid) Waste Management Ordinance Section 11-40(d)].
 - No commercial vehicles are allowed to access any Cleveland County Convenience Site. All lettered vehicles are considered commercial vehicles.
 - All commercial vehicles are required to access solid waste services through and at the Cleveland County Landfill Site(s).
 - Self-McNeilly Landfill for Municipal Solid Waste
 - Airport Road Landfill for Construction and Demolition Debris/Waste
- Construction and demolition debris/waste is prohibited at all Cleveland County Convenience Site(s) without exception (Cleveland County (Solid) Waste Management Ordinance Section 11-40(e)(6)).
- Other waste not to be deposited at any Cleveland County Convenience Site (Cleveland County (Solid) Waste Management Ordinance Section 11-40(e)(1-5/7-9)) (include):
 - Hazardous waste
 - Liquid waste
 - Infectious waste
 - Radioactive waste
 - Dead animals
 - Buring, smoldering material or other materials that would create a fire hazard
 - Sludge
 - Cable, wiring, spring steel and similar materials in large quantities or in lengths exceeding three (3) feet.
- Only personal passenger vehicles, sport utility vehicles, pick-up trucks and flatbed trucks (with a properly displayed exempt farm use license plate) are permitted to access the Cleveland County Convenience Site(s) with the following excluded:
 - Personal and/or rental dump trucks, flatbed trucks and box trucks are prohibited from accessing the Cleveland County Convenience Site(s).
- Personal utility trailers with a single axle measuring twelve (12') feet or less are permitted to access the Cleveland County Convenience Site(s) with the following exclusions:
 - Personal and/or rental dump trailers, enclosed trailers, car trailers, gooseneck trailers.
- Fine for violation. Any person violating the terms of this section shall pay a fine in the amount of one hundred (\$100) dollars. A violation of this section shall also be punishable as a misdemeanor. (Cleveland County (Solid) Waste Management Ordinance Section 11-40(f)).

Waste Transport Standards

- Municipal Solid Waste/Household Waste shall be in trash cans with secured lids and/or securely bagged to prevent any loss of debris/waste in transit.
- Municipal Solid Waste/Household Waste in bags and hauled by trailer shall be secured with a tarp, which completely covers the load of waste. Any patron hauling Municipal Solid Waste/Household Waste in bags and by trailer without a tarp shall receive a warning for the first offense; citation without a fine for the second offense; citation with a monetary fine in accordance with Cleveland County (Solid) Waste Management Ordinance Section 11-40(f) for the third offense; citation with a monetary fine in accordance with Cleveland County (Solid) Waste Management Ordinance Section 11-40(f) and be denied access to the Cleveland County Convenience Site and/or Cleveland County Landfill without exception for any additional offenses.

Authority

- The Cleveland County Manager and Solid Waste Director are responsible for the implementation and oversight of the policy.

Enforcement

The Solid Waste Director through the Code Enforcement Officer(s) and Convenience Site Attendant(s) is responsible for the enforcement of the standards and requirements identified in this policy. The Cleveland County Staff Attorney will assist the Solid Waste Director with policy violations involving greater scrutiny/complexity and/or the North Carolina Judiciary.

Definitions

Duly Authorized Patron – Cleveland County resident assessed the annual Solid Waste Fee.

Cleveland County Convenience Site(s) – Boiling Springs (2944 Old Cliffside Road, Mooresboro); Earl/198 (2522 Blacksburg Road, Grover); Landfill (1609 Airport Road, Shelby); Lawndale (300 Casar-Lawndale Road, Lawndale); Lutz (230 Vic Randall Road, Lawndale); Midpines (615 Margrace Road, Kings Mountain); Oak Grove (1127 Oak Groce Road, Kings Mountain); Polkville (4732 Peyton Place Road, Polkville)

Cleveland County Landfill Site(s) – Airport Road Landfill (1607 Airport Road, Shelby) Construction and Demolition Debris/Waste; Self-McNeilly Landfill (250 Fielding Road, Cherryville) Municipal Solid Waste

Effective Date

March 1st, 2025

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve the Solid Waste Convenience Site(s) Operational Practices and Utilization Standards Policy as presented.*

LEGAL DEPARTMENT: 313 S. BATTLEGROUND AVENUE LAND PURCHASE

1 BK 1937 PG 2863 - 2866 (4) DOC# 200109346
This Document eRecorded: 01/22/2025 11:41:50 AM
Fee: \$26.00 Tax: \$300.00
Cleveland County, North Carolina
Betsy S. Harnage, Register of Deeds

Tax Lot No. _____ Parcel Identifier No. 8011
Verified by _____ County on the _____ day of _____, 20____
by _____
Mail after recording Cloninger and Neisler, 300 East King Street, Kings Mountain, NC 28086
This instrument was prepared by C. Andrew Neisler, Jr., 300 East King Street, Kings Mountain, NC 28086
Brief Description for the Index **313 S. Battleground Ave.**
Excise Tax \$ 300.00
NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 22nd day of January, 2025, by and between

GRANTOR	GRANTEE
Brinkley Properties of Kings Mountain, LLC a North Carolina Limited Liability Company 413 Country Club Acres Kings Mountain, NC 28086	CLEVELAND COUNTY, NORTH CAROLINA A political subdivision of the State of North Carolina P.O. Box 1210 Shelby, NC 28151

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all my interest in that certain lot or parcel of land situated in or near the City of Kings Mountain, Cleveland County, North Carolina and more particularly described as follows:

*****See attached Exhibit "A" incorporated herein by reference*****
A. Commissioners, County Attorney Contract -
If checked, the property includes the primary residence of at least one of the Grantors. (NC GS § 105-317.2)
The property hereinabove described was acquired by Grantor by instrument recorded in Book 1795, Page 2313.

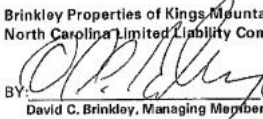
Submitted electronically by "Cloninger and Neisler"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cleveland County Register of Deeds.

2 BK 1937 PG 2864 DOC# 200109346

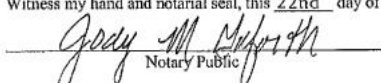
A map showing the above described property is recorded in Plat Book _____, Page _____.
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:
Easements, Rights of Way, and Restrictions of record
1) Subject to the Rights of Way for S. Battleground Avenue (formerly South Railroad Avenue), Falls Street and Cherokee Street.

3 BK 1937 PG 2865 DOC# 200109346

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

Brinkley Properties of Kings Mountain, LLC a North Carolina Limited Liability Company
BY:  (SEAL)
David C. Brinkley, Managing Member



STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND
I, Jody M. Goforth, a Notary Public of the county and state aforesaid, do hereby certify that David C. Brinkley did personally appear before me this day, and acknowledged that he/she is the Managing Member of Brinkley Properties of Kings Mountain, LLC a North Carolina Limited Liability Company, and that he/she, as Managing Member of Brinkley Properties of Kings Mountain, LLC a North Carolina Limited Liability Company, being authorized to do so, executed the foregoing on behalf of the company.
Witness my hand and notarial seal, this 22nd day of January, 2025.

Notary Public
My Commission Expires: 11-15-2025

N.C. Bar Assoc. Form No. 3- 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

4 BK 1937 PG 2866 DOC# 200109346

Exhibit "A"

First Tract: Beginning at the intersection of Cherokee and Falls Street in the Town of Kings Mountain, N. C., and runs along the Cherokee Street Northerly 110 feet to a hedgerow; thence along said hedgerow Westerly 70 feet to a stake, a new corner; thence a new line Southerly and parallel 110 feet to a stake on North side of Falls Street; thence along the North margin of Falls Street Easterly 70 feet to the beginning, containing 7700 square feet, more or less.
Second Tract: One Lot situated on South Railroad Avenue in the Town of Kings Mountain, N. C. Beginning at an iron stake in the East edge of Railroad Avenue at the intersection of Falls Street and runs thence S. 63 E. along Falls Street 170 feet to a stake, Dewey Randall's corner; thence N. 20 E. along and with Dewey Randall's line 110 feet to a stake, Dewey Randall's corner and Harry Falls corner; thence N. 63. W. with and along Harry Falls line 170 feet to a stake in the East edge of Railroad Avenue; thence S. 20 W. along Railroad Avenue 110 feet to the Beginning corner and on which there is located a six room residence, it being a portion of the lands conveyed to Mrs. Lizzie Falls, By J. R. Davis Executor of the last Will and Testament of Mrs. Kate Falls, deceased, H. T. Fulton, and others, Trustees of the M. E. Church South, by deed dated 22nd day of July, 1925 and recorded in Book 3-P, at Page 418 in the Register of Deeds Office for Cleveland County, North Carolina.

Title Reference: Deed Book 1795, Page 2313 of the Cleveland County Registry.
Property is commonly known as: 313 S. Battleground Ave., Kings Mountain
Parcel #8011

N.C. Bar Assoc. Form No. 3- 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA

2. ☐ FmHA

3. ☐ CONV. UNINS.

4. ☐ VA

5. ☐ CONV. INS.

6. FILE NUMBER:
CLEVELAND 313BATTLE

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE:

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown.

Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BUYER:

CLEVELAND COUNTY, NORTH CAROLINA A politica
P.O. Box 1210
Shelby, NC 28151

E. NAME AND ADDRESS OF SELLER:

Brinkley Properties of Kings Mountain, LLC
413 Country Club Acres
Kings Mountain, NC 28086

F. NAME AND ADDRESS OF LENDER:

CASH

G. PROPERTY LOCATION:

313 S. Battleground Ave.
Kings Mountain, NC 28086
Cleveland County, North Carolina

H. SETTLEMENT AGENT:

Cloninger & Neisler, Attys

PLACE OF SETTLEMENT

300 East King Street
Kings Mountain, NC 28086

I. SETTLEMENT DATE:

January 22, 2025

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:

101. Contract Sales Price

150,000.00

102. Personal Property

103. Settlement Charges to Buyer (Line 1400)

7,022.50

104.

105.

Adjustments For Items Paid By Seller in advance

106. City/Town Taxes

to

107. 2025 County Taxes

to

108. Assessments

to

109.

110.

111.

112.

120. GROSS AMOUNT DUE FROM BUYER

157,022.50

200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:

201. Deposit or earnest money

202. Principal Amount of New Loan(s)

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments For Items Unpaid By Seller

210. City/Town Taxes

to

211. 2025 County Taxes

01/01/25 to 01/23/25

61.23

212. Assessments

to

213.

214.

215.

216.

217.

218.

219.

220. TOTAL PAID BY/FOR BUYER

61.23

300. CASH AT SETTLEMENT FROM/TO BUYER:

301. Gross Amount Due From Buyer (Line 120)

157,022.50

302. Less Amount Paid By/For Buyer (Line 220)

(61.23)

303. CASH (X FROM) (TO) BUYER

156,961.27

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract Sales Price

150,000.00

402. Personal Property

403.

404.

405.

Adjustments For Items Paid By Seller in advance

406. City/Town Taxes

to

407. 2025 County Taxes

to

408. Assessments

to

409.

410.

411.

412.

420. GROSS AMOUNT DUE TO SELLER

150,000.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess Deposit (See Instructions)

502. Settlement Charges to Seller (Line 1400)

500.00

503. Existing loan(s) taken subject to

504. Payoff of first Mortgage

505. Payoff of second Mortgage

506.

507.

508.

509.

Adjustments For Items Unpaid By Seller

510. City/Town Taxes

to

511. 2025 County Taxes

01/01/25 to 01/23/25

61.23

512. Assessments

to

513.

514.

515.

516.

517.

518.

519.

520. TOTAL REDUCTION AMOUNT DUE SELLER

561.23

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross Amount Due To Seller (Line 420)

150,000.00

602. Less Reductions Due Seller (Line 520)

(561.23)

603. CASH (X TO) (FROM) SELLER

149,438.77

Page 2

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price

\$ 150,000.00 @ 4.0000 % 6,000.00

Division of Commission (line 700) as Follows:

701. \$ 0.00

to

702. \$ 6,000.00

to Coldwell Banker Commercial Dominion RE

703. Commission Paid at Settlement

704.

to

800. ITEMS PAYABLE IN CONNECTION WITH LOAN

801. Loan Origination Fee

% to

802. Loan Discount

% to

803. Appraisal Fee

to

804. Credit Report

to

805. Lender's Inspection Fee

to

806. Mortgage Ins. App. Fee

to

807. Assumption Fee

to

808.

809.

810.

811.

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

901. Interest From

to @ \$ /day (days %)

902. MIP Totlins. for LifeOfLoan for months to

903. Hazard Insurance Premium for 1.0 years to

904.

905.

1000. RESERVES DEPOSITED WITH LENDER

1001. Hazard Insurance

months @ \$ per month

1002. Mortgage Insurance

months @ \$ per month

1003. City/Town Taxes

months @ \$ per month

1004. 2025 County Taxes

months @ \$ per month

1005. Assessments

months @ \$ per month

1006.

months @ \$ per month

1007.

months @ \$ per month

1008.

months @ \$ per month

1100. TITLE CHARGES

1101. Settlement or Closing Fee

to Cloninger & Neisler, Attys

400.00

1102. Abstract or Title Search

to Cloninger & Neisler, Attys

275.00

1103. EFILE

to Cloninger & Neisler, Attys

12.00

1104. Title Insurance Binder

to

1105. Document Preparation

to Cloninger & Neisler, Attys

200.00

1106. Postage and Handling/UPS

to Cloninger & Neisler, Attys

5.00

1107. Attorney's Fees

to

(includes above item numbers:

)

1108. Title Insurance

to Investors Title Insurance Company

304.50

(includes above item numbers:

)

1109. Lender's Coverage

\$

1110. Owner's Coverage

\$ 150,000.00

1111.

1112.

1113.

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

1201. Recording Fees: Deed \$ 26.00 ; Mortgage \$; Releases \$

26.00

1202. City/County Tax/Stamps: Deed ; Mortgage

1203. State Tax/Stamps: Revenue Stamps 300.00; Mortgage

300.00

1204.

1205.

1300. ADDITIONAL SETTLEMENT CHARGES

1301. Survey

to

1302. Pest Inspection

to

1303.

1304.

1305.

1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)

7,022.50

500.00

Certified to be a true copy.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously

adopted by the Board to, ***approve the \$150,000 land purchase of 313 S. Battleground Avenue, Kings Mountain.***

(a full copy of the purchasing contract is available in the Legal Department and the Clerk's Office.)

COMMISSIONERS; COUNTY ATTORNEY CONTRACT

SINK LAW PLLC

ATTORNEYS AT LAW

Engagement Letter

Dear Chairman Gordon:

On behalf of Sink Law PLLC (the "Firm"), thank you for asking the Firm to provide legal services to Cleveland County (the "County"). Thank you for the opportunity to serve in this manner.

The purpose of this letter is to confirm the scope and terms of our engagement. At the outset, I would like to emphasize the importance the firm places on clearly understanding what the County's and the Firm's expectations are in this matter. We invite and encourage you to communicate directly with me whenever you believe the County's expectations have changed or whenever you believe the Firm can more effectively or efficiently address your expectations. If you have questions concerning any of the provisions of this letter, please do not hesitate to let me know. Once again, we are pleased to have the opportunity to serve you.

1. **Whom the Firm Will Represent.** For purposes of this engagement, the Firm's client will be the County. The Firm is not representing any other party or entity, which by way of example, means that we are not representing any elected official, appointed official, or employee of the County. The Firm understands that although our communication will often be with County staff, we ultimately report to the Cleveland County Board of Commissioners (the "Board") and recognize said Board as the Firm's client. As County Attorney, I, Jonathan L. Sink, am appointed by and directly responsible to the Board in my capacity as County Attorney. In that capacity, I receive a separate salary for my required attendance at regular meetings of the Board. Likewise, this engagement of our law firm to provide general representation to the County is made through the Board and the Firm will take its ultimate direction from the Board.

2. **Scope of Our Engagement.** The County has retained the Firm to render general legal services in connection with and ancillary to my appointment as County Attorney. Matters adverse to other parties will require a conflicts check.

3. **Firm Personnel Assisting You; Fees and Expenses.** Jonathan L. Sink will be the lawyer primarily responsible for managing the Firm's time, advice, and assistance in this representation. My hourly rate for this engagement will be \$250. When appropriate, we will use the services of other attorneys, paralegals, and other Firm personnel to represent your interests efficiently and effectively. Other attorneys in our firm who may provide services hereunder will be billed at their standard hourly rate not to exceed \$250 per hour. Attorney rates will be subject to reasonable adjustments discussed in advance with the County Manager prior to the start of each fiscal year. Billings for professional services will be based upon hours expended and hourly rates. All reasonable out-of-pocket expenses which the Firm incurs in the course of performing the legal services are to be reimbursed by the County. These expenses include, but are not limited to, costs such as photocopying, long distance telephone charges, attorney travel expenses (which include transportation, accommodations and meals), telecopying expenses, computer-assisted research charges, printing costs and secretarial overtime when required by the urgency of the matter. The Firm's policy is to

SINK LAW PLLC • 222 N. LAFAYETTE ST., STE. 11 • SHELBY, NORTH CAROLINA 28150

SINK LAW PLLC

Cleveland County
c/o Kevin S. Gordon, Chairman
January 18, 2025
Page 3 of 6

8. **Conflict Disclosure and Waiver.** As you know, the Firm through Leigha B. Sink, acts as general counsel to Cleveland County Schools ("CCS") and its governing board. Because CCS receives funding from the County and has interactions with the County on a variety of matters, it is unlikely but still possible that a conflict could arise between the County and CCS. In this situation, the Rules of Professional Conduct to which lawyers are subject require us to seek your confirmation that you want us to represent the County, with me, Jonathan L. Sink, serving as the appointed County Attorney and our Firm providing general counsel services to the County, notwithstanding our representation of CCS in other, unrelated matters, and your permission for the Firm, through Leigha B. Sink, to continue to represent CCS in such matters. We are also required to obtain CCS's consent to our representation of the County in matters that do not present a conflict of interest between the two parties. We do not believe that our representation of the County in general legal matters is in any way related to our representation of CCS nor do we believe that our representation of either CCS or the County will materially limit our responsibilities to the other. We believe we can continue to represent each of the County and CCPS without compromising our ongoing professional relationship to the other, and can continue to provide competent and diligent representation to both CCS and the County. We will maintain the confidentiality of information relating to each client, in accordance with the Rules of Professional Conduct. Should a dispute arise between the County and CCS, the Firm will be unable to represent either client and both clients may be required to engage new, independent legal counsel for the conflict matter.

9. **Criminal Matters.** Our Firm will not represent any criminal defendants in matters relating to investigations, arrests, or charges involving the Cleveland County Sheriff's Office.

10. **Communication by Email.** The County acknowledges that: (a) the Firm, the County, and others participating in this engagement may correspond or convey documentation via Internet email unless the County expressly requests otherwise, (b) no party has control over the performance, reliability, availability or security of Internet email, and (c) the Firm shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet email due to any reason beyond the Firm's reasonable control.

11. **Additional Terms.** This Letter is subject to additional terms set out in Exhibit A.

Please review this letter carefully and, if the above terms are acceptable to you, sign a copy of this letter and return it to me. Please also keep a copy for your records.

Again, I very much appreciate this opportunity, and I look forward to working with and assisting the County. Please do not hesitate to contact me with any questions or comments you have regarding any matter discussed in this letter or with respect to the Firm's representation in general.

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SINK LAW PLLC

Cleveland County
c/o Kevin S. Gordon, Chairman
January 18, 2025
Page 2 of 6

forward to clients for direct payment any expense charges that exceed \$100. We will send statements for professional fees and expenses (i.e. invoices) directly to your attention on a monthly basis for payment by the County.

4. **Information and Availability.** The Firm will provide advice and assistance to the County in accordance with this letter and in reliance on information and guidance provided by the County. We will keep you reasonably informed of progress and developments in matters which are assigned to us and will timely respond to your inquiries. To enable the Firm to represent the County effectively, it is critical that the County cooperate fully with us in all matters relating to this engagement. We must rely on County staff and Board members to disclose fully, honestly, and accurately all facts and documents that may be important to any matter for which we are providing services and to provide other information we request. For us to represent the County effectively, the County will need to make its representatives reasonably available to attend meetings and conferences as may be necessary. During the course of our representation of the County on various matters, we may express opinions, beliefs, or assessments concerning the subject of our engagement and the results that might be anticipated. Statements made by any partner or employee of the Firm are intended only to be expressions of opinions based on the information available to us at the time and are not, of course, a promise, assurance or guarantee.

5. **Attorney/Client Privilege and Confidentiality.** Depending on the nature of the matter, the communication, and the form of communication, our communications and discussions with the County may be protected by the attorney-client privilege and/or the work product privilege. When a privilege applies, this basically means that neither the County nor we can be required to reveal to others what the County through its authorized elected and appointed officials and employees have discussed with our Firm. This protection will not apply, however, unless the County and all persons connected with it keep our discussions confidential. Therefore, no one at the County should ever discuss our communications and discussions with any third party without first checking with us.

6. **Advance Payments ("Advance").** We will not require an advance from the County for this representation. We will bill the County for services and costs as provided in monthly invoices and will send the bill to you on a monthly basis as indicated above.

7. **Termination.** The County may terminate the Firm's representation at any time, and for any reason, by giving me specific written notice of your intention to discharge the Firm taken through appropriate action by the Board.

The Firm may terminate this engagement by written notice to the County, upon the County's failure to fulfill its obligations as set forth herein, including the obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court.

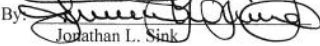
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SINK LAW PLLC

Cleveland County
c/o Kevin S. Gordon, Chairman
January 18, 2025
Page 4 of 6

Very truly yours,

SINK LAW PPLC

By: 
Jonathan L. Sink

Agreed and accepted on this 21 day of January, 2025.

CLEVELAND COUNTY

By: 
Name: Kevin S. Gordon
Title: Chairman

This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.


Finance Officer, Cleveland County

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve the County Attorney Contract as presented.*

HEALTH DEPARTMENT: 2024 CHILD FATALITY PROTECTION TEAM ANNUAL REPORT

North Carolina Statute, Article 14, 7B-1406, and the Child Fatality Prevention Team (CFPT) Agreement Addenda with local health departments require local CFPTs to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit an annual report to their local County Commissioners and Boards of Health. The purpose of the local CFPT is to:

- Identify deficiencies in the delivery of services to children and families by public agencies
- Make and carry out recommendations for changes that will prevent future child deaths
- Promote understanding of the causes of child deaths

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Berry, and unanimously adopted by the Board to, *approve the 2024 Child Fatality Protection Team (CFPT) annual report as presented.*

2024 Cleveland County CFPT Annual Report to the Cleveland County Commissioners and Cleveland County Board of Health			
I. Introduction			
In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPT's) across the state to confidentially review medical examiner reports, death certificates and other records of deceased residents under age 18. Each local team consists of representatives of public and nonpublic agencies in the community such as law enforcement, Guardian Ad Litem, health departments, among others, that provide services to children and their families.			
The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made and to share local team activities and accomplishments.			
II. Role of the Cleveland County Commissioners and Board of Health			
• Receive annual reports which contain recommendations and advocate for system improvements and needed resources, if requested. • Appoint members of the local team as identified by the membership.			
III. Child Deaths by Cause, System Problems Identified, Recommendations for Prevention & Proposed Action			
In 2024, the Cleveland County CFPT reviewed 16 child deaths in Cleveland County and identified 2 system problems and recommendations for future prevention efforts. The number of child deaths reviewed for 2024 increased from 12 deaths reviewed in 2023. Of the 16 deaths reviewed in 2024, there was 1 leukemia/organ failure/septic shock, 1 gunshot wound, 1 drowning, 1 brain injury from abusive trauma, 3 unsafe sleep conditions, 6 extreme immaturity/prematurity and 3 were related to neonatal problems at birth/birth defects/congenital abnormalities. Unsafe sleep conditions and drowning/pool and water safety are an area of concern for Cleveland County. Below are system issues and recommendations:			

Cause of Death	System Problem Identified	Recommendation	Proposed Action
Unsafe Sleep Conditions	Co-sleeping with parents and/or Unsafe sleep environments	Continue to provide safe sleep education to citizens of Cleveland County Consider renewing the 12-month contract for the safe sleep billboard for Cleveland County	Atrium Health Cleveland, Cleveland County Public Health Center, CMARC (Care Management for At Risk Children), CMHRP (Care Management for At Risk Pregnancy), Child Health Clinic, DSS, and Pediatricians including Shelby Children's Clinic, Kintegra Pediatrics, Kidzcare Pediatrics, and Shelby Children's Clinic Kings Mountain all provide safe sleep education. This is provided via face-to-face interactions/discussions, brochures, and educational pamphlets. The Cleveland County Health Department provided a 12-month contract in 2024 for a safe seep billboard that was moved around Cleveland County every three months to ensure coverage in Shelby, Kings Mountain, Boiling Springs, and Northern Cleveland County areas (see attachment). Hannah Moore with Shelby City Police Department continues to work with her team to ensure that all infant or child deaths in the home have a DSS report, especially if there are other children living in the home. Bailey Caudle posted safe sleep educational

			information on Cleveland County Health Departments Facebook and Instagram pages. CFPT team recommends continuing all these activities for Cleveland County. Cleveland County should consider renewing the 12-month contract for the educational billboard that promotes infant safe sleep around the county.
Drowning	Need for pool and water safety education in Cleveland County	Cleveland County should continue to provide pool and water safety education to the community that is currently being provided by Safe Kids of Cleveland County. Cleveland County should continue to provide the water safety and life jacket loaner stations provided through Safe Kids of Cleveland County and consider replacing and/or updating the jackets or adding more stations if needed in the future.	Chairperson reached out to Jessica Crawford Safe Kids Coordinator at Atrium Health who informed that Safe Kids Coalition of Cleveland County provides information regarding pool and water safety to every first grader in Cleveland County Schools through the "Kids Tips Training" program. They also created a brochure entitled "Pool Safely" (see attachment) which provides steps for safety around the pool that are handed out at community events throughout the year regarding pool and water safety. Safe Kids Coalition of Cleveland County also created 4 Life Jacket Loaner Stations in 2024 that were placed at public swimming areas including Broad River Greenway, First Broad River Trailhead, and two stations at Moss Lake. These stations provide 20 life jackets per station with sizes from children's small up to 4XL (see attachment). Each station has a roof for extra protection and provides signage for how to safely use and return the jackets. Total cost for each station was \$1,000 and was provided by Safe Kids of Cleveland County. Bailey Caudle with Cleveland County Health Dept also posted education about water safety to the social media Facebook and Instagram pages. CFPT recommends that county leaders will continue to advocate for and support the need for Cleveland County to offer these programs to educate the community regarding water and pool safety and provide and update the life jacket loaner stations as needed in the future.

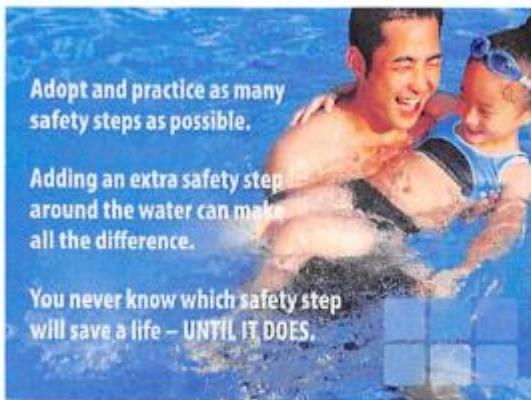
IV. Cleveland County CFPT Activities and Accomplishments:

- CFPT team met six times in 2024, reviewed all child fatalities presented to our county by the State, and completed and submitted all reports required to the state.
- Individual reports were completed on all child deaths reviewed by the team and were forwarded to the State as required in a timely fashion.
- Cleveland County Health Department provided a 12-month contract for a safe sleep billboard that was moved every three months throughout the county to provide safe sleep education to Kings Mountain, Boiling Springs, Shelby, and Northern Cleveland County citizens.
- Safe Kids of Cleveland County provided 4 life jacket loaner stations to provide water safety education and life jackets to public swimming areas at Broad River Greenway, First Broad River Trailhead, and two areas at Moss Lake.
- Community education was provided to the team and posted on the Cleveland County Health Departments social media websites regarding infant safe sleep practices, and pool/water safety.

V. Conclusion

Thank you to the members of the Cleveland County Commissioners/Board of Health for the opportunity to share with you the successes and dedicated work of the local team as we continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. Please feel free to contact the Health Director or Chairperson at 980-484-5100, respectively, should you have any questions about this report.

Health Director
Chairperson
Date



Adopt and practice as many safety steps as possible.

Adding an extra safety step around the water can make all the difference.

You never know which safety step will save a life – UNTIL IT DOES.

Pool Safely WATER SAFETY STEPS

STAY CLOSE, BE ALERT AND WATCH

- Always watch children and never leave them unattended
- Keep children away from pool drains, pipes and other openings
- Have a charged phone close by at all times
- If a child is missing, check the pool first
- Share safety instructions with family, friends and neighbors
- Even if a lifeguard is present, parents and caregivers should still take the responsibility of being a designated Water Watcher

LEARN AND PRACTICE WATER SAFETY SKILLS

- Learn to swim and make sure kids do, too
- Know how to perform CPR on children and adults
- Understand the basics of life-saving so that you can assist in a pool emergency

HAVE THE APPROPRIATE EQUIPMENT

- Install a fence of at least four feet in height around the perimeter of the pool or spa
- Use self-closing and self-latching gates
- Ensure all pools and spas have compliant drain covers
- Install an alarm on the door leading from the house to the pool
- Keep pool and spa covers in working order
- Have life-saving equipment such as life rings or reaching poles available for use

Pool Safely: SIMPLE STEPS SAVE LIVES

Pool Safely is a national public education campaign to reduce child drownings, non-fatal submersions and entrapments in swimming pools and spas. The campaign was developed by the U.S. Consumer Product Safety Commission (CPSC) to carry out the requirements of the Virginia Graeme Baker Pool and Spa Safety Act (PSSA), federal legislation mandating new requirements for public pools and spas.

CPSC is working to ensure drowning and entrapment prevention are important public safety priorities by raising awareness, promoting industry compliance and improving safety at pools and spas. The Pool Safely campaign emphasizes an important and simple message: adding an extra safety step in and around the water can make all the difference.

CPSC estimates that each year nearly 300 children younger than five drown in swimming pools and spas and an additional 4,000 children that age go to hospital emergency rooms due to submersion injuries in pools and spas.

You can Pool Safely by adopting extra safety steps:

- Make sure kids learn to swim
- Properly fence all pools
- Always watch kids in and around the water
- Stay away from drains
- Know life-saving skills

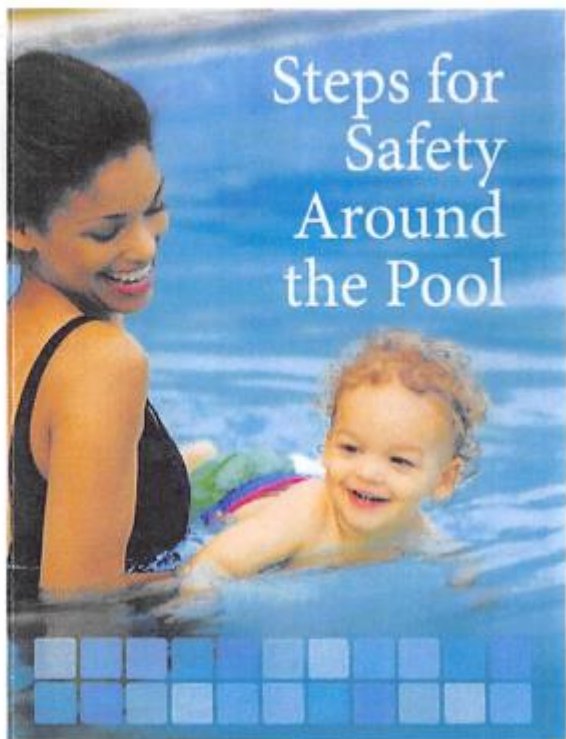
For more information and resources for pool and spa safety and the Pool and Spa Safety Act, visit:

www.PoolSafely.gov

Follow us on Twitter @poolsafely



A public education campaign from the U.S. Consumer Product Safety Commission



Steps for Safety Around the Pool

The Pool and Spa Safety Act

Pool simple steps save lives SAFELY

SAFE KIDS CLEVELAND COUNTY

LIFE JACKET LOANER STATIONS

SAFE KIDS CLEVELAND COUNTY



- 4 Strategic Locations: Broad River Greenway, Moss Lake (2) and First Broad River Trailhead.
- 20 lifejackets per station (sizes Child Small to 4XL).
- Life Jacket Loaner Stations will have a roof for extra protection
- Signage below will be displayed on both sides with sponsor logo and optional sponsor header on front of station.
- Total cost per station - \$1,000



Avoid DRAIN ENTRAPMENTS

Hair entanglement: hair can get caught in a faulty drain cover

Limbs: arms, legs and fingers can become lodged in a suction opening

Body: any body part that can cover a drain can be held down by suction

Evisceration: sitting on a faulty drain can cause injuries or disembowelment

Mechanical: jewelry or bathing suits can become entangled in a faulty drain cover

Make Sure Children:

- Do not play or swim near drains or suction outlets, especially in spas and shallow pools.
- Never enter a pool or spa that has a loose, broken or missing drain cover.

And, if you see a broken or loose drain cover, immediately notify a lifeguard and the pool/spa manager.

A pool or spa with a broken, loose or missing drain cover should be closed immediately until repairs are made by a licensed professional.

Children's public wading pools, other pools designed specifically for young children, and in-ground spas that have flat drain grates and single main drain systems pose the greatest risk of entrapment.



The Pool and Spa Safety Act

The Virginia Graeme Baker Pool and Spa Safety Act (PSSA) was enacted to prevent the tragic and hidden hazard of drain entrapments and eviscerations in pools and spas.

For more information, visit www.PoolSafely.gov.

New drain covers come in a variety of sizes and shapes.



Virginia Graeme Baker

In June 2002, seven-year-old Virginia Graeme Baker died after becoming stuck on a hot tub drain due to a powerful suction force. The drain's suction was so powerful that it took two adult males to pull her from the drain. Graeme was a member of a community swim and dive team and had been swimming unassisted since she was three years old. After being found underwater by her twin sister, Graeme's mother, Nancy Baker, tried unsuccessfully to pull Graeme off the drain. Mrs. Baker said Graeme appeared to be attached to the bottom of the spa as if she were tied or held down. Graeme died from drowning but the real cause of her death was suction entrapment due to a faulty drain cover.

The Pool and Spa Safety Act (PSSA) mandates that all public pools and spas must have drain grates or covers that meet the ASME/ANSI A112 19.8-2007 or successor standard, ANSI/APSP-16 2011. If a pool or spa has a single main drain, other than an unblockable drain, or two drains less than 3 feet apart, the operator must either disable the drain(s) or install a second anti-entrapment device, such as an automatic pump shut-off system, gravity drainage system, Safety Vacuum Release System (SVRS) or suction-limiting vent.

Entrapment caused by powerful suction from a pool or spa's drain can trap a child or adult. Do not use a pool or spa if there are flat, broken or missing drain covers. Public pool and spa owners should have their facilities inspected by a licensed professional engineer and install PSSA Act compliant covers.

Report drain entrapments in pools and spas:
Call CPSC's Hotline at (800) 638-2772 or Email: info@cpsc.gov

PUBLIC HEARING

PLANNING DEPARTMENT CASE 25-01: ZONING DISTRICTS AND FUTURE LAND USE PLAN MAP DESIGNATIONS FOR PARCELS IN THE KINGS MOUNTAIN EXTRA TERRITORIAL JURISDICTION (ETJ)

Chairman Gordon called Planning Director Chris Martin to the podium to present Planning Case 25-04:

Zoning Districts and future Land Use Plan (LUP) map designations for parcels in the Kings Mountain Extra Territorial Jurisdiction (ETJ). North Carolina House Bill (HB) 909 states that the City of Kings Mountain shall not exercise powers of Extra Territorial Jurisdiction (ETJ) in any area extending more than one mile beyond its contiguous corporate limits. According to North Carolina General Statute §160D-202(h), after a city has relinquished an ETJ area, the city's development regulations remain in effect until the county adopts land use plan designations and land development regulations (zoning districts) for the area or 60 days, whichever comes first. If the county does not apply its zoning districts and LUP to those relinquished properties, after 60 days, those parcels then become unzoned.

Fifty-eight properties have been identified as extending beyond the one mile of Kings Mountain corporate limits, therefore out of compliance with HB 909. Cleveland County must apply its development ordinances and future LUP designations to these areas and become responsible for providing these parcels with planning, inspections, and permitting services. Staff have evaluated the parcels and the surrounding area, considering the existing uses of each parcel, surrounding uses, and the zoning districts in which the City of Kings Mountain applied. Most of the areas are residential, with one larger tract being industrial. Restricted Residential (RR) zoning was applied where a planned neighborhood has been developed. The other component for the relinquished parcels is for the county to apply zoning districts. Planning staff visited the neighborhoods and communities to understand

how they operate, how they're connected, and what characterizes these areas. Staff assigned county zoning districts to those areas based on their intended use.

Staff worked through the advertising process for this project. Notices were mailed to all fifty-eight parcels and adjoining properties. Staff visited the area, posting signs, and advertised them in the newspaper. The proposed zoning district and LUP maps have been available in the Planning Department for over a month. Information and advertisements about the relinquished parcels are available on the county’s website. A second website was created for this project that provided the background of what has happened, explained why this is happening to the property owners, and outlined the proposed changes. All property owners who received a notice in the mail were provided with a link to this website, which was placed on the county's main page.

Parcels involved:

57253	13821	65321	52099	62839	13062	59382
57251	12395	10907	57254	55931	41861	13864
10912	10950	10913	49772	46972	10943	13835
72738	51579	10785	54172	13060	11615	55932
11627	12879	41862	51590	54373	13818	55934
55933	12397	59245	13865	41860	13870	41583
13863	54937	10717	54940	74010	13823	53231
13892	10798	12289	43961	42863	57252	
54700	13063	49654				

The case was presented to the Planning Board, which also recognizes that these fifty-eight parcels extend beyond one mile from Kings Mountain and can no longer be in the city’s jurisdiction. The Board recommends approval of the proposed land use map and zoning districts with two suggested changes:

- Parcel 41860 – Restricted Residential (RR) to match the district for the neighborhood
- Parcel 59382 – Rural Agriculture (RA), at the property owner's request, to preserve the character of the property

The following information and PowerPoint were presented to the Commissioners.

Board of Commissioners
Case 25-01
Zoning Districts for 58 Parcels
January 21, 2025

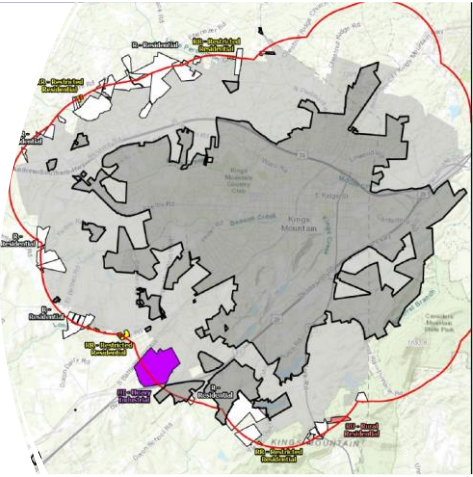


Parcels extending beyond 1 mile



- 58 parcels extend beyond 1 mile of KM city limits
- HB 909 and NCGS 160D-202
- County to provide development services

Parcels (1 mile map)



Services



- Planning
- Inspections
- Minimum Housing
- Code Enforcement

Course of Action



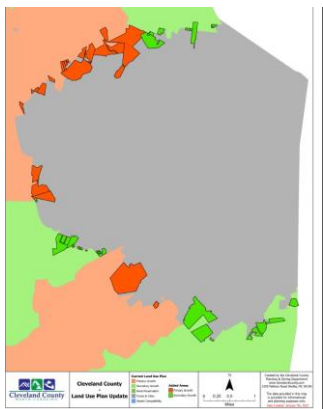
1. Apply Land Use Map designations
2. Apply Zoning Districts

5

Future Land Use Plan Map

Purpose - Per NCGS, to be used as a guide when making policy decisions

Used same approach as the previous K.M. parcel relinquishment



PRESENTATION FOOTER

6

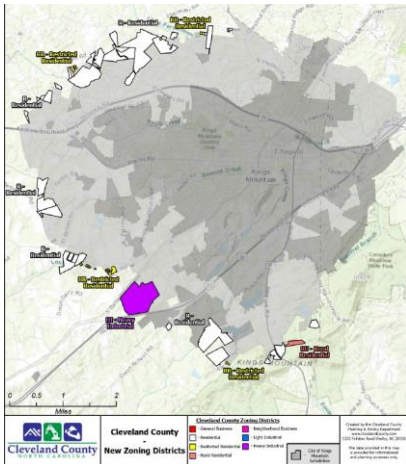
Zoning Districts



- Strategy
 - Visited the areas
 - Evaluated character
 - Considered current Kings Mountain zoning districts
 - Big picture

7

Zoning Map



8

Information



- Mailed notice (approximately 315)
- Signs throughout the area
- Ads
- Website
 - <https://arcg.is/1S0ySy0>

9

Planning Board



- Recommendation is to approve
- 2 suggestions
 - Parcel 41860 to be Restricted Residential
 - Parcel 59382 to be Rural Agriculture

10

Requested Board Action



- Hold Public Hearing
 1. Approve
 2. Deny
 3. Approve with modifications

11

Chairman Gordon opened the Public Hearing at 6:24 p.m. for anyone wanting to speak for or against Planning Case 25-04: Zoning Districts and future land use plan map designations for parcels in the Kings Mountain Extra Territorial Jurisdiction (ETJ). (Legal Notice was published in the Shelby Star on Friday, January 10, 2025, and Friday, January 17, 2025).

Philip Ruff, 213 Wright Road, Kings Mountain – questioned whether the new county zoning districts would affect his farm and livestock.

Hearing no further comments, Chairman Gordon closed the Public Hearing at 6:28 p.m.

Mr. Martin advised that counties are very limited in regulating farmland. The proposed zoning would not affect his agricultural uses. Mr. Martin was directed to follow up with Mr. Ruff for further questions and explanations.

ACTION: Commissioner Hardin made a motion, seconded by Commissioner Bridges and was unanimously adopted by the Board, *to approve the acceptance of fifty-two parcels into Cleveland County's Planning and Zoning jurisdiction as incorporated by reference to the action to recommend approval taken by the Planning Board and defer action for parcels identified as 11615, 11627, 12879, 13060, and 54373 pending anticipated action by the City of Kings Mountain City Council.*

REGULAR AGENDA

2024 AUDIT PRESENTATION

The 2024 Audit Presentation has been postponed until the February 4, 2025, Commissioners' meeting.

BOARD APPOINTMENTS

CLEVELAND COUNTY AGRICULTURAL ADVISORY BOARD

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Hardin, and unanimously approved by the Board, to appoint *Russell Corry and Daniel Shires* to serve as members of this board for a three-year term, scheduled to conclude on December 31, 2027.

CLEVELAND COMMUNITY COLLEGE BOARD OF TRUSTEES

ACTION: Commissioner Berry made the motion, seconded by Commissioner Hardin and unanimously approved by the Board, to appoint *Reverend Dr. Lamont Littlejohn Jr.* to serve as a member of this board to fill the unexpired term of Tony Berry, scheduled to conclude June 30, 2026.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hardin 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, February 4, 2025, at 6:00 pm* in the Commissioners' Chambers.

*Kevin Gordon, Chairman
Cleveland County Board of Commissioners*

*Phyllis Nowlen, CMC, NCCCC
Clerk to the Board
Cleveland County Board of Commissioners*