

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, September 21, 2021 at 9:04 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

Members present: George Wayne Aycock, Jr., Chairman; Freeman Hardison, Jr., Vice-Chairman; Joe Daughtery; Bevan Foster; Chris Gurley and Antonio Williams.

Members absent: Barbara Aycock

Briefing Session

During the scheduled briefing and prior to the regularly scheduled meeting, the Board of Commissioners held an advertised briefing session to discuss the items of business on the agenda.

The briefing began at 8:03 a.m. with County Manager Craig Honeycutt reviewing the agenda. He added the following:

*Add Resolution for the late Mayor Chuck Allen

Finance Director Allison Speight reviewed the Budget Amendments and answered questions from the board.

Planning Director Berry Gray reviewed the Hampshire Place Subdivision approval request, as well as the Proposed Amendment to the Wayne County Subdivision Ordinance and establishing a public hearing on October 19, 2021. Commissioner Joe Daughtery commended Mr. Gray for his work on the secondary access for subdivisions. Commissioner Bevan Foster made comments regarding the options presented by Mr. Gray.

Call to Order

Chairman George Wayne Aycock, Jr. called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Bevan Foster gave the invocation.

Pledge of Allegiance

Commissioner Joe Daughtery led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on August 17, 2021.

Following the approval of the minutes and the adjusted agenda, Commissioner Bevan Foster questioned the minutes from August 17th regarding the Register of Deeds (ROD). He said he has a problem with the Board of Commissioners setting the hours for the ROD and disagrees with the County attorneys that the general statutes allow the Board to mandate the hours. Vice-Chairman Freeman Hardison, Jr. asked Commissioner Foster to have the matter placed on the October 5, 2021 agenda and Commissioner Foster agreed.

Discussion/Adjustment of Agenda

County Manager Craig Honeycutt made the following adjustments to the agenda:

- Add Resolution #2021-31: A Resolution Honoring the Honorable Chuck Allen

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the adjusted agenda.

Agriculture Update and Introduction of State 4-H President by County Extension Director Kevin Johnson

County Extension Director Kevin Johnson provided an agriculture update for Wayne County and introduced State 4-H President Guillermo Estrada, who is from Wayne County. Mr. Estrada discussed various programs and plans for the upcoming year.

Mr. Johnson stated the pork industry is recovering, with many growers who lost contracts with Goldsboro Milling, being picked up by Smithfield. He discussed current crops being harvested and said tobacco is no longer the #1 crop in Wayne County. He said tobacco farming is approximately 50% of what it once was and the pounds this year would be short due to 25" of rain in June, July, and August.

Mr. Johnson discussed the upcoming Fall Festival at the Farmers Market and the Chamber of Commerce Agricultural Hot Topic luncheon at The Maxwell Center. Vice-Chairman Freeman Hardison, Jr. discussed the shortage of truck drivers impacting farming, particularly with produce, and asked Mr. Johnson about hemp farming. Mr. Johnson said it is not as hot as before, mainly because it can be grown anywhere in America, and there are minimal amounts being grown in Wayne County. Commissioner Joe Daughtery asked what percent of former Goldsboro Milling growers were picked up by Smithfield or other companies and Mr. Johnson said over 50%.

County Manager Craig Honeycutt recognized Mr. Johnson as Chairman of the Chamber of Commerce Board.

Motion to Adopt Resolution #2021-31: A Resolution Honoring the Honorable Chuck Allen

Commissioner Joe Daughtery read the resolution, attached hereto as Attachment A.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners approved the resolution honoring the late Mayor Chuck Allen. Voting for the resolution were Chairman George Wayne Aycock, Jr.; Vice-Chairman Freeman Hardison, Jr.; Commissioner Joe Daughtery; Commissioner Chris Gurley; and Commissioner Antonio Williams. Voting against the resolution was Commissioner Bevan Foster.

Presentation by the Honorable Judge Elizabeth Heath

The Honorable Judge Elizabeth Heath presented information on Family Drug Court to the Board, attached hereto as Attachment B.

10:02 A.M. Public Hearing to Receive Public Comments on the Requirements of the 2021 North Carolina Community Development Block Grant (CDBG) Program, as well as explanation of the Regulations, Eligible Activities, and Proposed Uses of the 2021 CDBG Funds that could be undertaken in the Neighborhood Revitalization Grant Category.

Administrator David Harris explained the North Carolina Community Development Block Grant (CDBG) Program in the Neighborhood Revitalization Grant category.

As no one presented themselves for comment, the Public Hearing was closed at 10:13.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved authorizing CDBG-DR Project Manager David Harris to make an

application for the Neighborhood Revitalization Grant category for Rollingwood Community and to set the Public Hearing for October 5, 2021 at 9:30 a.m.

Appointment Committee

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved the appointment of Mr. Chris Fulton to the Wayne County Animal Control Advisory Committee, replacing Mr. James Brown whose term expired. Voting for the appointment were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Joe Daughtery, and Commissioner Chris Gurley. Voting against the appointment were Commissioner Bevan Foster and Commissioner Antonio Williams.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointments of Sheriff Larry Pierce, Jonathan Chavous, and Haydee Cotto to the Wayne County Latino Council.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved the appointment of Mr. Bill Pate to the Wayne County ABC Board, filling the unexpired term of Mr. Efton Sager. Voting for the appointment were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Joe Daughtery, and Commissioner Chris Gurley. Voting against the appointment were Commissioner Bevan Foster and Commissioner Antonio Williams.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointment of Barbara Aycock to the Wayne County Jury Commission.

Update on COVID-19 Testing and Vaccines

Medical Director Dr. James Stackhouse, Health Director Dr. Brenda Weis, and Public Affairs Director Joel Gillie presented PowerPoints, and provided updated numbers, as well as vaccination and testing plans for COVID-19, attached hereto as Attachment C.

During a question and answer period, Commissioner Antonio Williams thanked Dr. Stackhouse and asked about The Maxwell Center as a vaccination site. Dr. Stackhouse said there were many planned and scheduled events, so that venue was not feasible. Vice-Chairman Freeman Hardison, Jr. about the testing for COVID-19 and if the Health Department was able to handle other issues. Dr. Stackhouse said the staff is down 25 positions and they have cut back some services to only twice per week. Commissioner Joe Daughtery asked about rapid tests and Dr. Stackhouse said individuals could buy a 30-pack of tests for \$45.00. Public Affairs Director Joel Gillie explained the benefits of schools and businesses providing their own testing for those requiring vaccinations or negative tests. Commissioner Chris Gurley asked about the vaccines being approved for children and Chairman George Wayne Aycock, Jr. asked if 3rd shot supplies were readily available.

Mr. Gillie explained how individuals could sign up for the vaccination against COVID-19 and how the same plan will work for the 3rd shots as well.

Motion to Approve Memorandum of Agreement for the Opioid Settlement

County Attorney E. B. Borden Parker presented and explained the Memorandum of Agreement for the Opioid Settlement, attached hereto as Attachment D.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the Memorandum of Agreement for the Opioid Settlement.

Motion to Approve the Funding Agreement between the Wayne County Board of Commissioners and the Wayne County Board of Education to Accommodate the N C Lottery Grant and to Formalize the Agreement to fund the Fremont Elementary School

County Manager Craig Honeycutt presented the Funding Agreement, attached hereto as Attachment E.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the Funding Agreement for the Fremont Elementary School. Voting for the motion were Chairman George Wayne Aycock, Jr.; Vice-Chairman Freeman Hardison, Jr.; Commissioner Chris Gurley; and Commissioner Antonio Williams. Abstaining from voting, resulting in a vote for the motion was Commissioner Joe Daughtery. Voting against the motion was Commissioner Bevan Foster. The motion passed 5-1.

Consent Agenda

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the following items under the consent agenda:

1. Applications for Elderly or Disabled Exclusion.
2. Applications for Disabled Veteran Exclusion.
3. Applications for Present Use Value.
4. Budget Amendments
 - a. DSS - #55
 - b. JCPC Family Preservation - #62
 - c. JCPC Transition/Re-Entry - #63
 - d. Central Services/EMS - #65
 - e. OES - #68
 - f. Library - #70
 - g. Sheriff's Office - #71
 - h. EMS - #72
 - i. Health Dept. - #74
 - j. GWTA - #75
 - k. EMS - #80
 - l. Health Dept. - #87
 - m. Health Dept. - #88
 - n. Health Dept. - #89
 - o. Health Dept. - #90
 - p. 21-22 Debt Project Fund - #93
 - q. Sheriff's Office - #94
 - r. Library - #95
 - s. OES - #96
5. Motion to Approve Hampshire Place Subdivision Final Plat, as recommended by the Wayne County Planning Board, attached hereto as Attachment F.
6. Motion to Establish a Public Hearing on October 19, 2021, at 9:30 a.m., in the Commissioners Meeting Room on the 4th floor of the Courthouse Atrium, Goldsboro, North Carolina, to Receive Public Comments on a Request to Amend the Wayne County Subdivision Ordinance by Adding Section 70-104(h)(4) to Require Secondary Access for Subdivisions with More than 100 Lots with Limited Exceptions, attached hereto as Attachment G.
7. Motion to Approve Fire Service Funding Agreements between Wayne County and multiple Wayne County Volunteer Fire Departments, attached hereto as Attachment H.
8. Motion to Approve an Easement from the County of Wayne to Piedmont Natural Gas Company, Inc., for ParkEast Property recorded in Deed Book 1309, Page 859, Wayne County Registry, attached hereto as Attachment I.
9. Motion to Approve the Bid for the EMS Ambulance Remount, attached hereto as Attachment J to Southeastern Specialty Vehicles, Henderson, North Carolina, the lowest responsive, responsible bidder.
10. Motion to Approve Little River Fire Department Loan Consolidation, attached hereto as Attachment K.
11. Motion to Adopt Resolution #2021-29: A Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for a new Department of Social Services/Health Facility and a new Detention Center under United States Department of Treasury Regulations, attached hereto as Attachment L.
12. Motion to Approve Joint Agreement between BPR Goldsboro, LLC, the City of Goldsboro, and the County of Wayne, attached hereto as Attachment M, for the realignment of an entrance at The Maxwell Center.
13. Motion to Approve COVID-19 Personal Time Off (PTO) for Vaccinated Employees, attached hereto as Attachment N.
14. Motion to Approve Right-of-way agreement between the North Carolina Department of

Transportation, Wayne County Development Alliance, and the City of Goldsboro, attached hereto as Attachment O.

15. Motion to Adopt Resolution #2021-30: A Resolution Declaring Surplus Real Property and Authorizing its Sale, attached hereto as Attachment P.

Motion to Adopt Resolution #2021-27: A Resolution of Support of Request Funding to install Seymour Johnson Air Force Base (SJAFB) 'Truck Entrance' Guide Signage

County Manager Craig Honeycutt explained the resolution, attached hereto as Attachment Q.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously adopted Resolution #2021-27 in support of request funding to install SJAFB Truck Entrance guide signage.

Motion to Award Request for Bid Replacing a 350 KW Generator to Wayne Electric, the lowest responsive, responsible bidder

County Manager Craig Honeycutt presented information on the bids to replace a 350 KW Generator, attached hereto as Attachment R.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved to award request for bid replacing a 350 KW Generator to Wayne Electric.

Public Comments

Ms. Janice Scanes expressed her concerns over the property tax rate increase for Wayne County that was voted on by the Board of Commissioners earlier this year.

County Manager's Report

County Manager Craig Honeycutt thanked various departments and employees for their work regarding COVID-19.

Board of Commissioners Committee Reports

Commissioner Chris Gurley asked everyone to keep the Chuck Allen family in their prayers. He discussed the amount of trash picked up on North Carolina roadways by the NCDOT. He said it cost the State of North Carolina over \$13 million to pick up 9 million pounds of trash.

Commissioner Joe Daughtery spoke of Goldsboro and Wayne County losing a champion in Mayor Chuck Allen and shared his accomplishments around Wayne County.

Commissioner Antonio Williams thanked the organizers of N.C. Freedom Fest. He also discussed September being National Hispanic heritage month.

Commissioner Bevan Foster said the commissioners should be wearing masks, particularly since it is required in all County buildings.

Vice-Chairman Freeman Hardison, Jr. expressed his concerns over no help available for mental health issues and believes the Board of Commissioners should support the Family Drug Treatment Court.

Chairman George Wayne Aycock, Jr. thanked the NCDOT for stepping up and taking care of the roadsides as best they can. Discussed receiving form letters from residents and stated he would rather have individual letters. He asked everyone to keep Commissioner Barbara Aycock and her family in their prayers. He discussed the upcoming Wayne County Fire Fighters Association meeting and individuals littering on our roadways.

Closed Session

At 11:23 a.m., upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss the location and expansion of business in Wayne County, to discuss the purchase of property, and to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged.

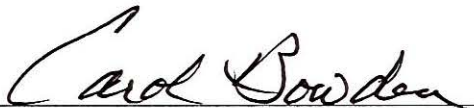
At 12:38 p.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

Motion to Approve the Letter of Intent for Project KBTD

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the motion to approve the Letter of Intent for Project KBTD, contingent on final approval by the County Attorneys.

Adjournment

At 12:40 p.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners

**NORTH CAROLINA
WAYNE COUNTY**

RESOLUTION #2021-31: A RESOLUTION HONORING THE HONORABLE CHUCK ALLEN

WHEREAS, serving ones community and its citizens is a noble calling; and

WHEREAS, the Wayne County Board of Commissioners desires to honor public servant Chuck Allen; and

WHEREAS, Chuck Allen graduated from Goldsboro High School in 1979 and from NC State in 1985 and returned to his hometown where he remained until his passing; and

WHEREAS, Chuck Allen began his public service with the City of Goldsboro on the Goldsboro City Council in 1999; and

WHEREAS, Chuck Allen was instrumental in securing the new Highway 70 bypass, or future Interstate 42, was a founding member of the Highway 70 Corridor Commission, worked tirelessly on many projects including the revitalization of downtown Goldsboro and The Maxwell Center, and promoted a strong and admirable relationship between the community and Seymour Johnson Air Force Base; and

WHEREAS, Chuck Allen's greatest passion was serving the citizens of the City of Goldsboro, having served as Chairman of numerous boards and commissions, and as its Mayor until June of this year, only leaving that position due to his battle with terminal brain cancer.

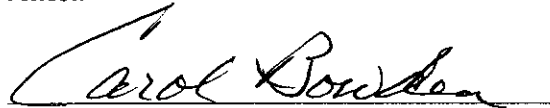
THEREFORE, BE IT RESOLVED the Wayne County Board of Commissioners extends its sincerest sympathies to the family, friends, and work family of Chuck Allen, and will miss the working relationship and friendship shared with him.

Adopted this the 21st day of September, 2021.



George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

Attest:



Carol Bowden
Clerk to the Board



Family Accountability and Recovery Court

8th Judicial District of Greene, Lenoir
and Wayne Counties





HISTORY OF DRUG TREATMENT COURTS in NORTH CAROLINA and THE 8TH JUDICIAL DISTRICT

- 1995 NC started with 5 pilot programs
- 8/2005 FARC began in Wayne County
- 2/2007 FARC began in Lenoir County
- 2009 43 operational DTCs
- 2011 NC Legislature eliminated state supported DTCs
- 2021 8th Judicial District continues to operate FARC



NORTH CAROLINA DRUG TREATMENT COURTS & THE 8TH JUDICIAL DISTRICT

Family Drug Treatment Court

- ☐ Works with parent(s) / guardian(s) who are in danger of losing custody of their children due to abuse or neglect charges

- ☐ 9 in North Carolina

- ☐ Lenoir, Wayne, & Greene Counties (8th District)

Adult Drug Treatment Court

- ☐ To help ensure offenders who are addicted to drugs and / or alcohol receive treatment to become healthy, law-abiding community members

- ☐ 26 in North Carolina

- ☐ Pitt County

- ☐ Beaufort/Washington Counties

- ☐ New Hanover County

Why have a Family Accountability and Recovery Court?

Comprehensive Family-Centered Approach

- Address parental substance use disorders
- Parenting needs
- Child maltreatment

Studies show positive outcomes with:

- Parental engagement
- Retention in treatment
- Higher rates of family reunification
- Reduced time in out of home placements for children
- Lower repeat child maltreatment cases
- Fewer re-entries into out of home care



Families that participate in family drug courts are 2 times more likely to reunify than families receiving conventional services!

Why a Family Accountability and Recovery Court is Effective?

- **Provides children, parents, and family members with early access to comprehensive care**
 - Collaborate with many community agencies (DSS, Mental Health & SUD Providers, Parenting, DV)
 - Evidenced-based practices
 - Increases case management (drug testing, FARC Coordinator, Peer Support Specialist)
- **Provides intensive judicial oversight**
 - Protects children
 - Supports/Monitors parents
 - Stabilizes families
 - Helps to prevent traumatic experiences of out-of-home placement

An Effective Family Accountability and Recovery Court = Better Outcomes for Families

- **Timely and sustained reunification**
- **Improved parent-child relationships and family functioning**

Family Treatment Court Best Practice Standards, 2019

Family Accountability and Recovery Court Team Members

Core Team Members

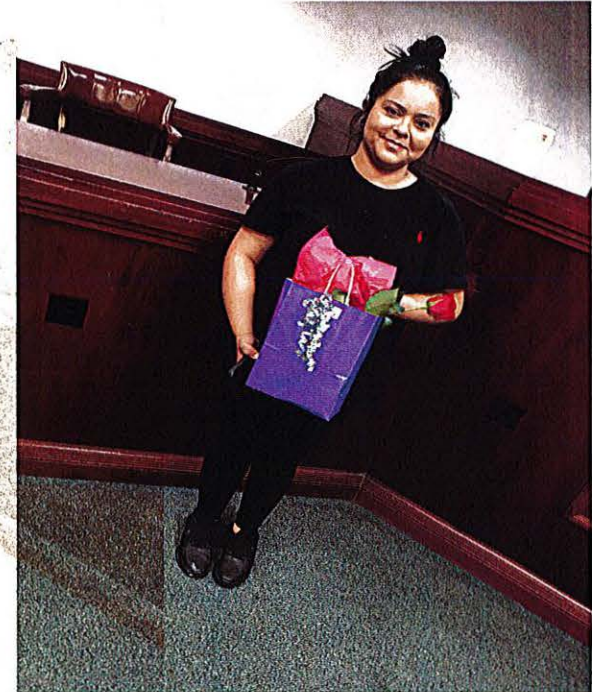
- ☐ Judge
- ☐ Treatment Provider
- ☐ Local Mental Health Entity
- ☐ Parent Attorney
- ☐ FARC Coordinator
- ☐ Family Court Case Coordinator
- ☐ GAL Liaison
- ☐ DSS Liaison



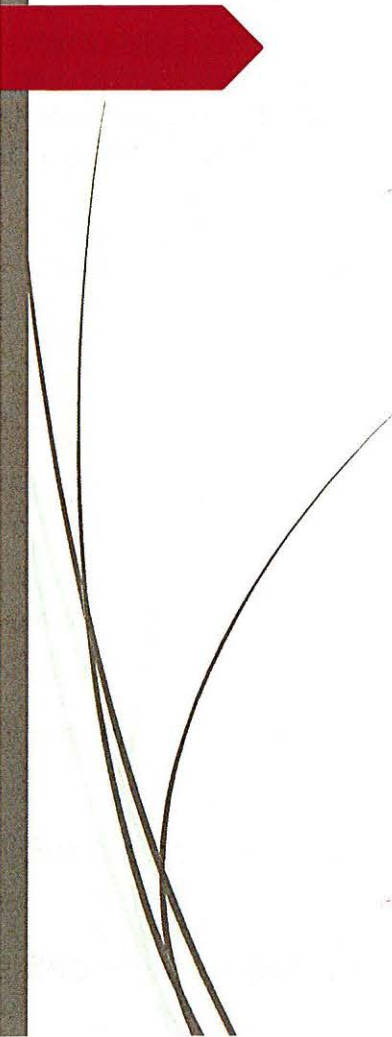
Family Accountability and Recovery Court Team Members

Community Members

- ☐ Health Department
- ☐ Domestic Violence Advocates
- ☐ Transitional Housing
- ☐ Community Colleges
- ☐ Vocational Rehabilitation
- ☐ Cooperative Extension
- ☐ Currently actively seeking additional community members



How does the 8th District FARC work?

- 
- Referrals from Juvenile Delinquency Court, AND Court, DSS, attorneys, GAL, and other community agencies when children are at risk of being or are removed from parents, guardians or custodians because of substance use or when there is a concern that substance misuse is impacting parenting.
 - Contact with FARC Case Coordinator – Intake and screenings
 - FARC Participant
 - TRACK 1 – Moderate to Severe Substance Misuse
 - TRACK 2 – Mild to Moderate Substance Misuse
 - Random drug testing at least twice per week
 - Weekly substance use counseling
 - Every other week staffing and court session
 - Recovery support groups



8th District Guardian Ad Litem Program Data for 2017, 2018, 2019, 2020 & 2021

July 2017 - June 2018

- 143 Families with new petitions
- 274 Children involved
- 183 Children impacted by a substance use disorder
- **67 %**

July 2018 – May 2019

- 92 families with new petitions
- 173 Children involved
- 132 Children impacted by a substance use disorder
- **76%**

July 2020 – June 2021

- **119** New petitions
- **376** Children involved
- **265 +** Children impacted by a substance use disorder
- **Over 70% (based on previous years and COVID)**



FARC DATA

2019

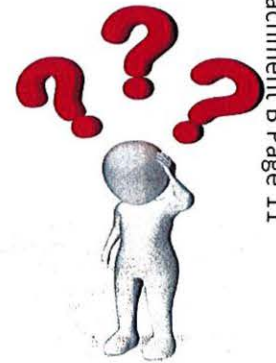
☐ Adjudicated parents with substance use	72
☐ Referrals for FARC	52
☐ Entered the FARC Program	28%
☐ FARC Graduations	13%
☐ # of children in foster care from substance use	31
☐ # of children in out of home placements from substance use	63

August 2020 – August 2021

☐ Petitions for Abuse, Neglect and Dependency	129
☐ Referrals for FARC from those petitions	43
☐ Entered the FARC Program	83%
☐ Completion Rate	20%

What are the challenges?

- ❖ Bridging the gap between referrals and engaged participants
- ❖ The severity of the addiction of current drugs of choice:
 - ❑ Methamphetamines
 - ❑ Prescription opioids
 - ❑ Heroin
 - ❑ Fentanyl
- ❖ Other Challenges
 - ❑ Access to immediate inpatient treatment (Detox, long term inpatient)
 - ❑ Transportation
 - ❑ Transitional housing for women, with and without children
 - ❑ Centralized services, including parenting and supervised visitation
 - ❑ Data collection



FARC Management Committee

- ☐ Responsible for maintaining guidelines and procedures consistent with the Family Treatment Court Best Practice Standards which are necessary for the operation and evaluation of FARC.
- ☐ Members of this committee will include:
 - ☐ FARC Judge
 - ☐ DSS Directors
 - ☐ GAL Administrator
 - ☐ Parent Attorney
 - ☐ County Representatives
 - ☐ Community College Representatives
 - ☐ Treatment Provider Representatives
 - ☐ Eastpointe Representative
 - ☐ FARC Case Coordinator
 - ☐ FARC Administrator
 - ☐ Any other persons selected by the committee

FUNDING

2005- 2011: State funded

2011: County provided funds to Eastpoint, LME (\$30,000)

Eastpointe and Lenoir County Two-year contract - \$70,000 per year

2018: 8th Judicial District selected to participate in BCBS/UNC SOG Opioid Response Project over 2-year period –received \$20,000

2019: Wayne County ABC funds \$2,000

2020: Awarded two federal grants from the Department of Justice for \$870,000 and \$288,700 over a three period.

Eastpoint Contract for FARC Case Coordinator

Wayne County ABC funds \$10,000

Lenoir County JCPC awards \$1,500 for drug tests

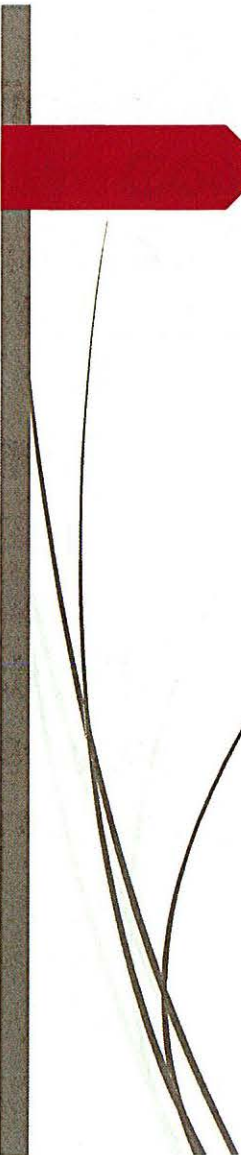
2021: Eastpoint Contract for FARC Case Coordinator

Lenoir County JCPC awards \$1000 for drug tests and community outreach

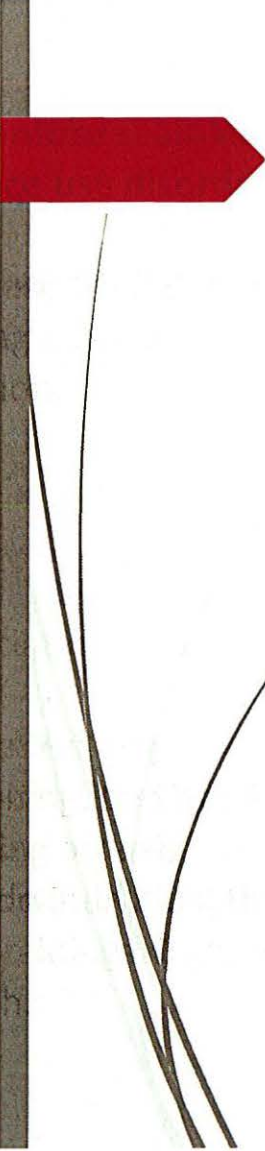
Wayne County ABC funds \$5,000

Treatment covered by Medicaid or State Funded Services (IPRS)

**Office of Juvenile Justice and Delinquency (OJJDP),
Comprehensive Opioid, Stimulant and
Substance Abuse Program (COSSAP),
& Eastpointe Grants**



Goal: To serve more parents with substance use disorders through FARC by improving access to services and developing more wrap around services to improve outcomes for these families. By increasing the number of parents who sign up for FARC, we hope to increase graduation rates, and therefore increase the number of parents reunited with their children.



Provide more seamless and comprehensive treatment and recovery services to parents with substance use disorders.

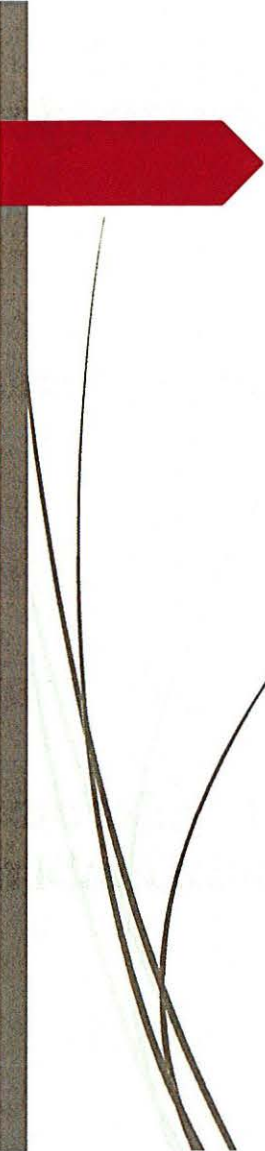
- **Increase Staff Capacity** by redesigning the full-time FARC Case Coordinator position and adding a full-time FARC Administrator position and a full-time Peer Support Specialist position.
- **Training and Professional Development** for FARC team members, including trauma informed approaches to treatment and support, Medication Assisted Treatment (MAT), NADCP Conference, the Rx Drug Abuse & Heroin Summit, and membership in the National Association of Drug Court Professionals.
- **Treatment Expansion** to include clinical assessment, medication management, therapy, drug screening, and medication assisted treatment. FARC will expand access to treatment by offering after-hours and weekend treatment options, and expand therapy opportunities to include individual therapy, trauma-informed treatment, MAT, and group. Other treatment and trainings include recovery, victim empowerment, parenting, stress/anxiety, and mental health.

Address systemic barriers faced by parents with substance use disorders.

- **Transitional Housing for Women and their Children** - The Women's House of Hope is a transitional home for women provided by Hope Restorations.
- **Transportation** for FARC participants is provided by the peer support specialist.

Improve FARC functioning via evaluation and performance management

- Grant Evaluations will be contracted with the National Center for State Courts
- Performance management will be monitored by the National Center for State Courts



Programmatic Outcomes We Hope to Achieve

- **Serving up to 25 participants per year**
- **Increasing the number of parents signing up for FARC from 15 per year to 25 per year**
- **Increasing FARC graduation rate from 13% to 80 %**
- **Increasing the percentage of parents reuniting with their children from 47% to 90 %**

FARC GROUPS & TRAINING

Wellness & Recovery Action Plan (WRAP)

Child Planning Conferences

SAFE Victim Empowerment

Triple P Parenting

Narcan Training

Expressive Writing

Art Therapy

Stress/Anxiety Release Opportunities

Motivational Interviewing

Mental Health First Aid

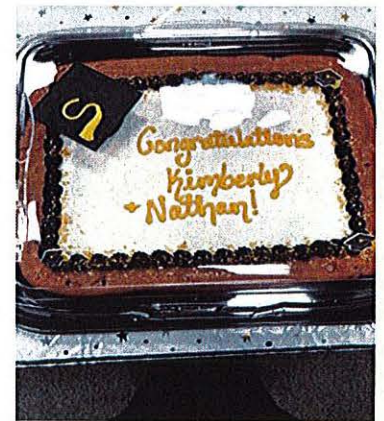
ACES Informed Courts Training

Medication Assisted Treatment (MAT) Training

National Association of Drug Court Professionals (NADCP)

Nathan & Kimberly Davis

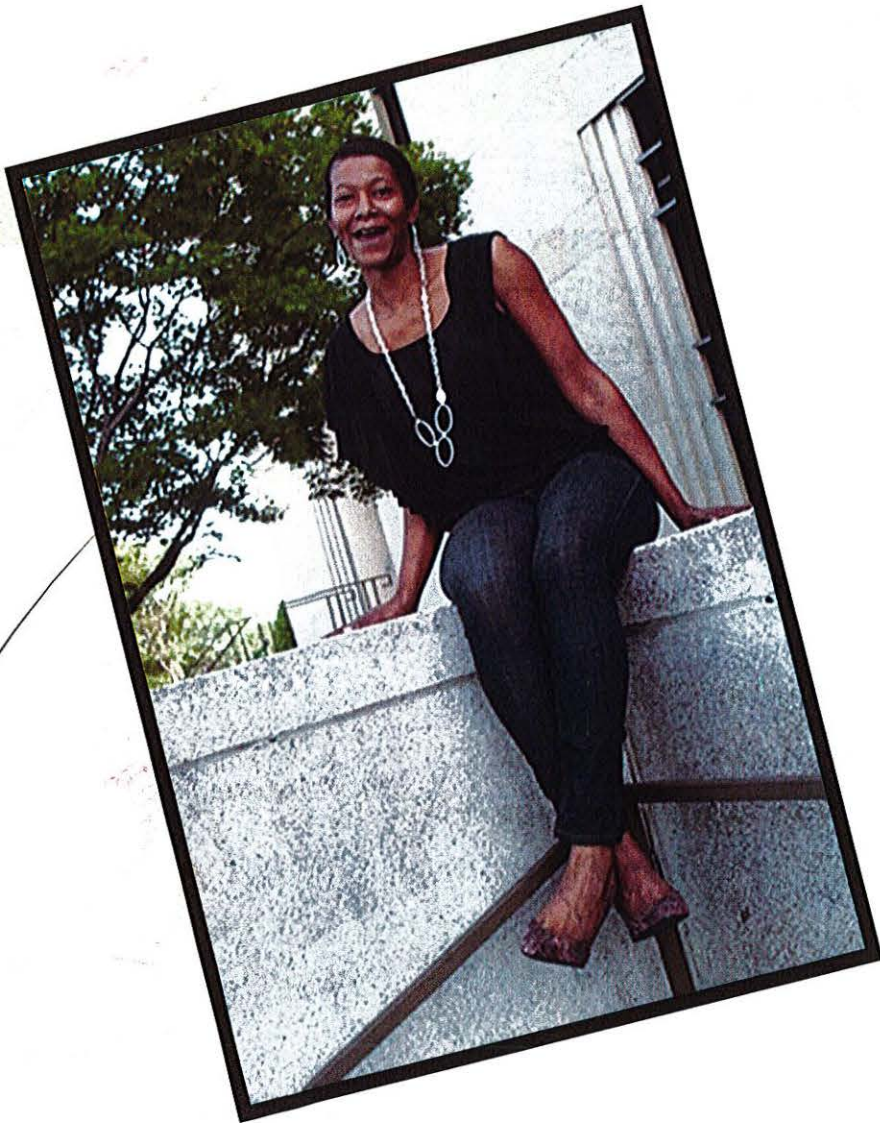
Graduated April 22, 2021



JALERIA

"I am so thankful for FDTC stepping into my life and making a difference. When you are in a situation like I was in; most people treat you as if you are a "damned" statistic. FDTC focused on the root of my problems. They looked at how and why I ended up on the wrong path. Then they got me redirected and started down the right path. The holistic approach of rehabilitation is the reason for its effectiveness."



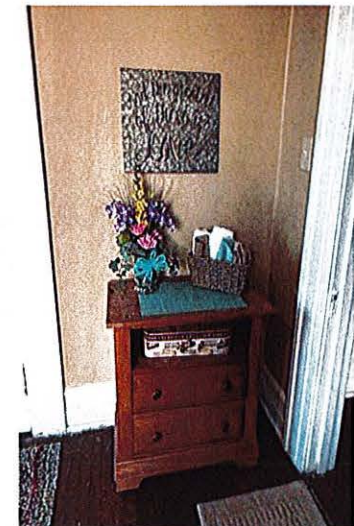
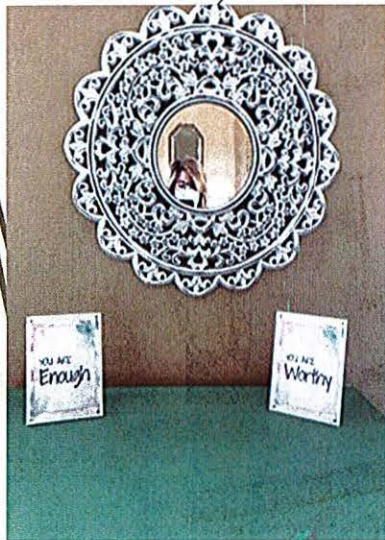


"I was not only helped to overcome my addiction to marijuana; they also helped strengthen all areas of my life. I have known quite some time that I wasn't living up to my full potential. And that was part of my frustration, not knowing how to get the ball rolling. I am furthering my education now; I plan to attend college in the fall."

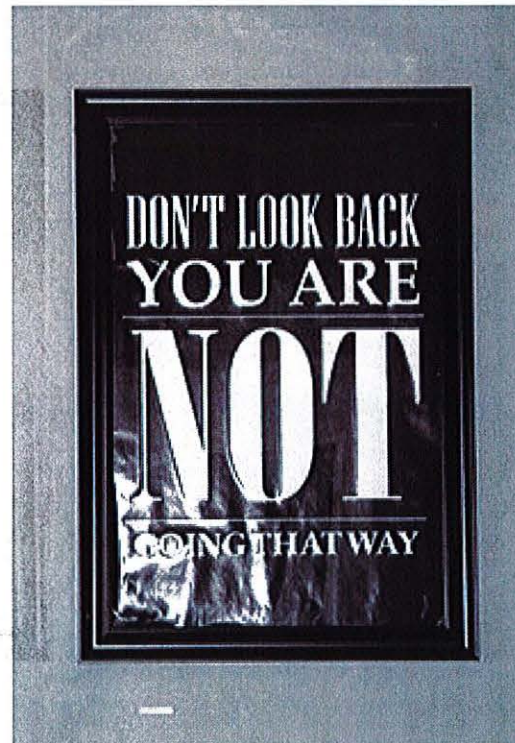
Women's House of Hope



Women Working Together to Bring Hope



Educational and Multi-Purpose Room



Sustainability

- As substance use continues to evolve, so will the program.
- We will continue to search for resources through grant funding, contributions, savings in DSS and foster care expenditures and strong community partnerships.



COVID-19 Vaccine Update

September 21, 2021

Joel Gillie, Public Affairs Director



WAYNECOUNTY
NORTH CAROLINA

How To: Sign Up

Click the link at the top of our homepage (www.waynegov.com)



 **COVID-19 ALERT**

Wayne County COVID-19 Vaccine Information
[Visit site...](#)



WAYNECOUNTY
NORTH CAROLINA

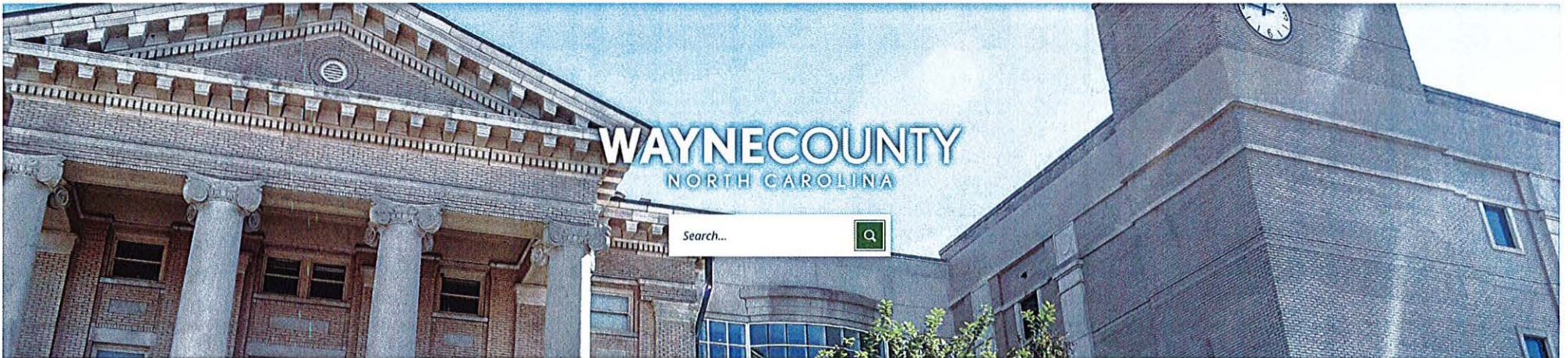
Government

Departments

Community

Services

eGov



WAYNECOUNTY
NORTH CAROLINA

How To: Sign Up

- Choose an appointment that fits your schedule
- You will receive an email confirmation and reminder
- Residents may also visit www.waynegov.com/vaccine

Make an appointment

- All available appointment times will be shown on the schedule. Simple choose a time and click continue to complete the required form, if there are no appointments listed, keep checking the schedule.
- If you have issues with scheduling any appointment, call (919) 731-1000 and press #1.

Welcome to the Wayne County scheduling system. If no appointment times are listed below, please check back as we open additional appointments. After signing up, you will receive a confirmation email with your appointment. If you do not receive an email, your registration was not completed and you will need to try again.

1 Choose Appointment

COVID-19 Vaccine Appointment

5 minutes

Signup for a COVID-19 vaccine appointment with the Wayne County Health Department.

[MORE TIMES >](#)

TOMORROW			
Tuesday	Wednesday	Thursday	Friday
September 21	September 22	September 23	September 24
8:30am	8:30am	8:30am	8:30am
8:35am	8:35am	8:35am	8:35am
8:40am	8:40am	8:40am	8:40am
8:45am	8:45am	8:45am	8:45am
8:50am	8:50am	8:50am	8:50am

WAYNECOUNTY
NORTH CAROLINA

How To: Get Booster

- Information will be shared as soon as guidance is released
 - Updated information will be on WayneGov.com and will be distributed to County social media channels & local media partners
- Health Department will be reaching out to those who are eligible for third dose/booster

How To: Get Tested

- Health Department testing employees only right now
- Testing is expected to return soon
- Testing information can be found at www.waynegov.com/testing

How To: Learn More

- We will be hosting our next Wayne County COVID Connection meeting Thursday at 4 p.m.
- Live stream of the meeting will be available on the Wayne County YouTube Channel
- Updates to public from Health Department with all community partners

Wayne County Health Department COVID-19 Vaccine and Testing Update

James Stackhouse, MD
Medical Officer

Brenda K. Weis, MSPH, PhD, MBA
Health Director

As of Friday Sept 17th, NC DHHS reports for Wayne County:

Fully Vaccinated	Pct	At Least One Dose	Pct
51,378	42%	59,702	48%

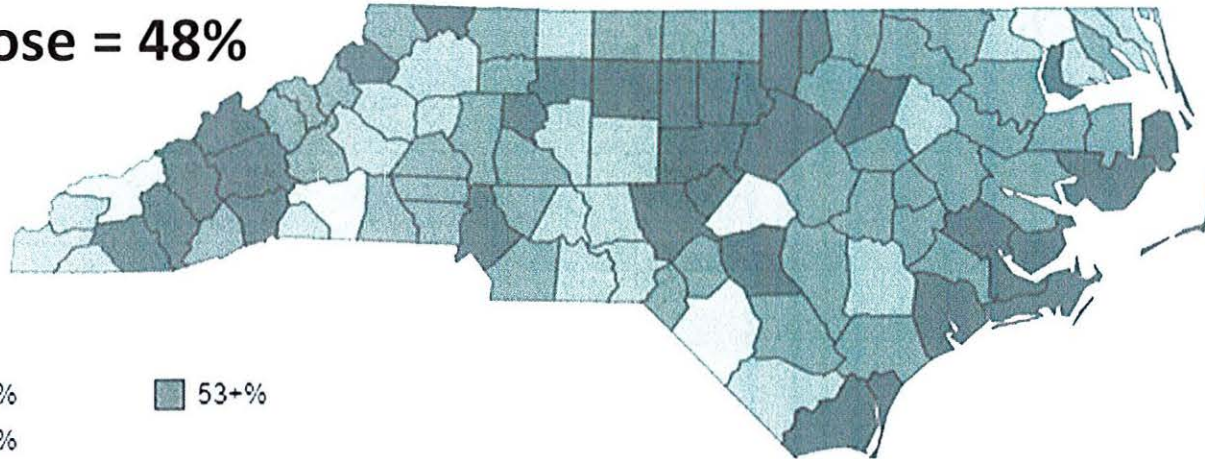
State Fully Vaccinated Percent: 52%

Positive Covid Tests in Wayne County: 70+ per day over past week

Wayne County Vaccination Rates

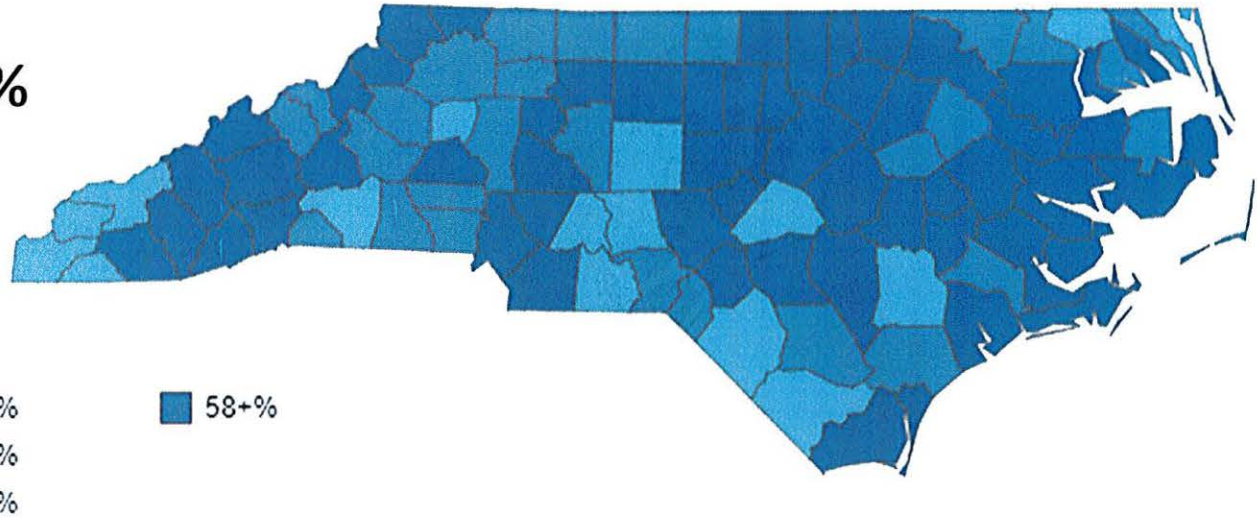
At least 1 Dose = 48%

NC = 68%



2 Doses = 42%

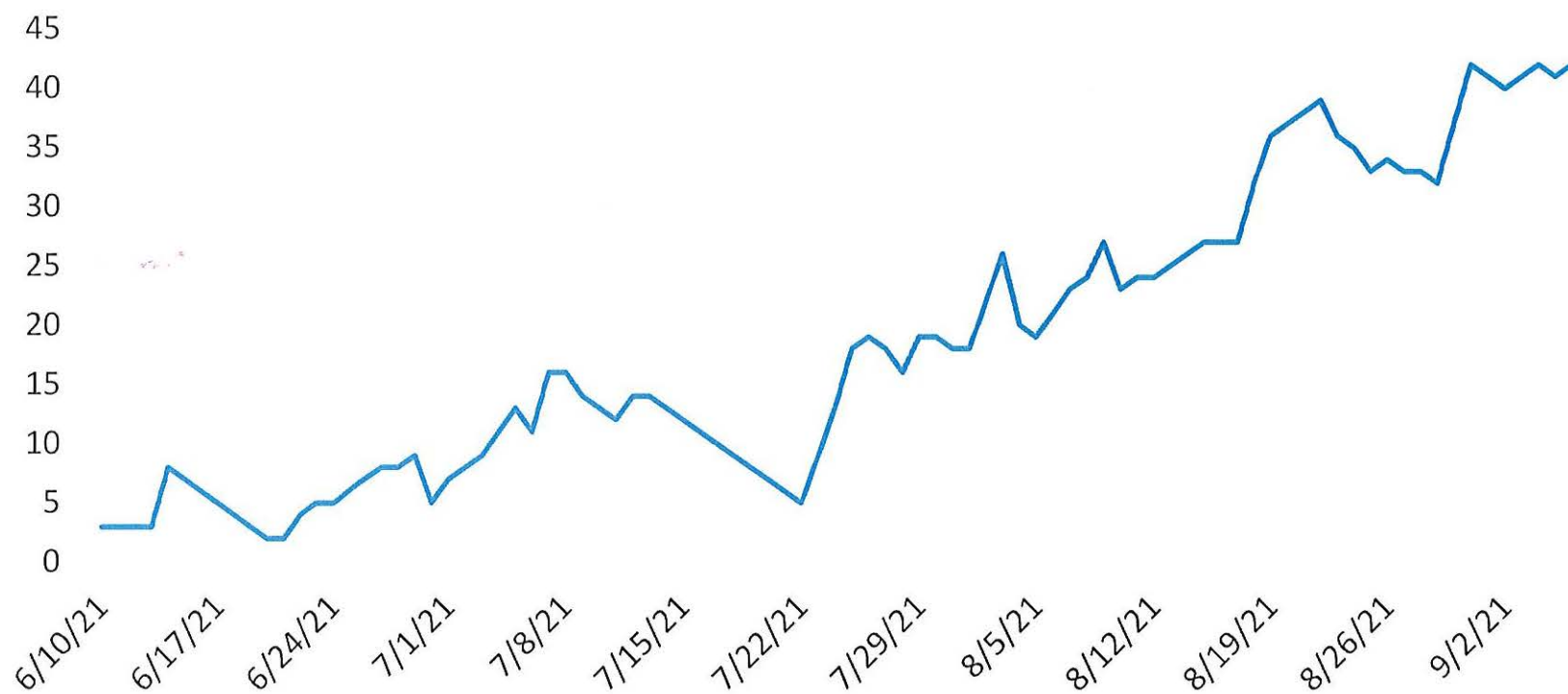
NC = 63%



Wayne County Seven Day Average Daily COVID Positive Cases



UNC Wayne COVID Positive Patients in Hospital



29 COVID-19 HOSPITALIZATIONS

VACCINATED

3

IN ICU 0
ON VENTS 0

UNVACCINATED

26

IN ICU 4
ON VENTS 2

 **WAYNE**
UNC HEALTH CARE

COVID Vaccine Delivery Challenges

- WCHD has delivered more than 37,000 vaccines to-date, although county-level vaccination rates still under 50%
- WCHD challenged by new first doses associated with the state's Summer Gift Card Program:
 - \$100 for first dose, \$25 for driver (ended August 31, 2021)
 - State may re-start this program in the fall
- WCHD Building (COB) limits us to 120 vaccinations per day due to social distancing and 15 minute observation time. With 160 doses one day, we were overwhelmed and unsafe.
- This year, WCHD does not get a "break" on our service delivery benchmarks (like we did last year)
 - So.....COVID vaccinations and testing are in addition to full-scale WCHD operations

COVID19 Vaccine Third Doses

- **August 17** FDA/CDC announces availability of COVID booster shots for “immunocompromised” individuals at least 4 weeks after their second Pfizer or Moderna vaccine
- **August 23** Whitehouse announces the “third shots” will be available soon

Based on then unpublished and unreviewed reports from Israel where vaccine rates exceed 90% but resurgence of mostly the COVID Delta variant

Immunologic studies show a 10+-fold increase in measured immunoglobulins
- **September 17** FDA met to review scientific data on third doses (boosters) for Pfizer (only) for everyone 16 yrs and older. Moderna third dose review to happen later in Sept-Oct, 2021.

If recommended by FDA, CDC will make a decision (after Sept 22nd) to approve the Pfizer third dose for all fully vaccinated. No insurance reimbursement until all approvals are gotten.

Wayne County 8-Month Estimated Third Dose Eligibility

(Numbers will change if the timeframe is 6 months after second dose)

Month	WCHD	Total Wayne County (est)	State Estimate 8 months Over 65 yo	State Estimate 8 months All	State Estimate 8 months Over 65 yo
Sept	498	901	896	132	132
Oct	2770	6296	4986	4334	4334
Nov	7019	10360	12365	5059	5059
Dec		10149		1904	1904

If 6 Month Interval Recommended:

Sept	17282
Oct	10149

Important to remember... the earliest groups WCHD vaccinated received the Moderna vaccine, which is not yet approved for a third dose.

Planning for Third Doses and New Vaccine Mandates

September 9, 2021: *President Biden's COVID Action Plan* requires businesses with >100 employees, federal workers and contractors, and >17 Million healthcare workers to be vaccinated or prove a negative COVID test weekly

- Very few registered vaccine providers in Wayne currently vaccinating or testing
- WCHD began search for an alternative site to vaccinate and test the community
- Initially, going back to the Bussman Building was not considered an option
- Trying to do 1,200 to 1,400 doses per day has certain space, observation, and parking requirements

At peak delivery, with a pre-registration system in place, an adequate location requires:

- Parking for at least 125 cars including staff
- Adequate traffic lane for in-car COVID testing if implemented
- Security, safety, and restrooms for staff and clients
- A shirt sleeve environment
- Adequate HVAC and Electricity to meet storage needs
- Security and lighting, especially during dark winter hours
- Internet Access

Planning for Third Doses and New Vaccine Mandates

Alternate Locations surveyed to date:

- Old Food Lion in Little River Square: \$\$\$\$
- Sears: Not Available
- Automobile dealership on West Grantham: Not available
- Location adjacent to Ollies: Inadequate Parking, Needs updating
- Ongoing search for other potential locations urgently in progress
- Back up is Fair Grounds, but not ideal.

Meanwhile... Bussman is available until 1 December

- **Staffing needs:**
 - Incident Commander: Adam Wolfe
 - Security, Traffic Control, Vaccinators/Observers (WCHD/EMS)
 - Administration: United Way contractors, WCHD/County volunteers to handle appointments, registration/insurance, and data entry into State vaccine database and WCHD electronic health record for billing
- **Maintenance, Physical Plant**

Planning for Third Doses and New Vaccine Mandates

Operations moved to Bussman Building on September 16th

- Staffing search for adequate vaccinators and administrative folks continues including participation by service clubs/organizations
- Requesting staffing assistance from state (surge staff) and other sources
- Re-open call center to permit equitable access for those unable to access appointment scheduling on line.
- Utilize our available text and email information to inform those with prior vaccine through WCHD
- Await FDA, ACIP, and CDC recommendations for third doses after Sept 20th

COVID Testing

- Recognized need for COVID Testing throughout County
- WCHD currently testing only County Employees
- Demand increasing due to schools and businesses requiring testing
- Rapid (Antigen) COVID Testing may be possible at Bussman after October 1st
 - WCHD's existing on-line and telephone vaccine appointment system would need to be expanded to handle appointments for COVID testing
 - But we cannot be a resource for weekly testing by employers and schools
- Multiple challenges including staffing, providing proof of negative test results to participants, HIPPA, PCR testing of negatives?
- Need for room to do drive through testing adds to site search issues

Wayne County Health Department Covid Vaccination and Testing Update

Challenges:

- Understanding again this is a marathon, not a sprint
- Getting understandable information out to the public
- Turning away individuals who do not yet meet the 6 or 8 month criteria for “Third Doses”
- Providing further first and second doses, future children’s doses if vaccines are approved for <12yrs of age
- Vaccine Availability from Federal/State distributions
 - Solution: No appointment slots are open beyond available stores of vaccine

QUESTIONS?



**RESOLUTION #2021-28: A RESOLUTION BY THE COUNTY OF WAYNE
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE
STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS
RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total “economic burden” of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

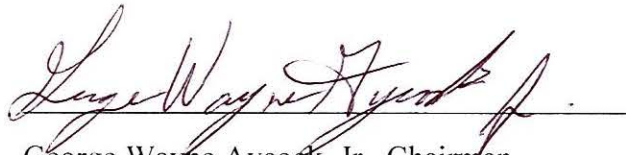
WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Wayne County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Wayne County hereby approves the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Wayne County authorizes the County Manager, (or County Attorney), take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdog.gov, as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopt this the 21st day of September, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

ATTEST:


Carol Bowden
Clerk to the Board



RESOLUTION 2021- 70

**A RESOLUTION BY THE CITY OF GOLDSBORO
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN
THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS
RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

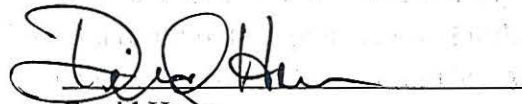
WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the City of Goldsboro and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

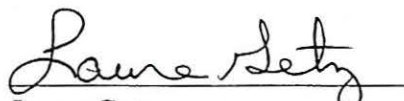
WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Goldsboro hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, the Mayor and City Council of the City of Goldsboro authorizes the City Manager (or City Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 20th day of September, 2021.


David Ham
Mayor

Attested by:


Laura Getz
City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR WAYNE COUNTY AND ITS MUNICIPALITIES

County Government

WAYNE COUNTY

By: _____

Name: George Wayne Aycock, Jr.

Title: Chairman

Date: September 22, 2021

Municipal Governments with Populations Over 30,000

CITY OF GOLDSBORO

By: _____

Name: David Ham

Title: Mayor

Date: September 22, 2021

Other Municipal Governments

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
 - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. Option A.

- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. Option B.

- i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
- iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
- iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
- v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
 - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any **Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions**, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.
 - e. Compliance and non-compliance.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina,
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKEHOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director

- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
 - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT**

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

**EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

NORTH CAROLINA
WAYNE COUNTY

FUNDING AGREEMENT TO
ACCOMMODATE THE
NC LOTTERY GRANT FOR
FREMONT ELEMENTARY SCHOOL

This Agreement made by and between the Wayne County Board of Commissioners and the Wayne County Board of Education is to formalize the agreement to fund the Fremont Elementary School made the 21st day of September, 2021.

WITNESSETH:

WHEREAS, the parties agree to the following:

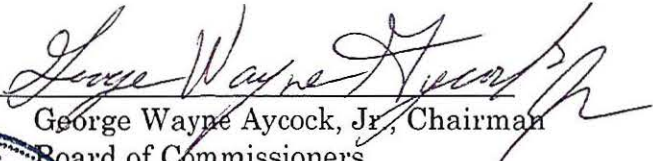
1. That the proposed budget for construction should not exceed \$23 million. In the event the project exceeds this figure, the parties shall fund the overage as detailed below.
2. Funding for the project shall be as follows:
 - NC DPI Needs Based Lottery Grant \$15 million
 - County will provide up to \$8 million through a combination of debt financing or pay as you go funding as determined by the Board of Commissioners
 - The method of debt financing shall be determined by the Board of Commissioners and subject to approval by the NC Local Government Commission
3. Representatives from the Board of Education and the Board of Commissioners will work closely with the selected architect and construction manager at risk to keep the Guaranteed Maximum Price at or below \$23 million dollars. However, the representatives of the Boards are not expected to sacrifice the quality or functionality of the finished facility.
4. If the Guaranteed Maximum Price of the project exceeds \$23 million dollars, the overage must be approved by both Boards and will be funded as the \$8 million dollars as described in Paragraph Two above.
5. Even though the original anticipated cost of the project was \$23 million in the Needs-Based Grant Application, the BOE will work closely with the Architect and Construction Manager at Risk (CMAR) to endeavor to secure a Guaranteed Maximum Price (GMP) of \$23 million or less, without sacrificing the quality or functionality of the finished facility. The BOE shall promptly advise the BOC of the GMP provided by the CMAR. In the event the GMP

exceeds \$23 million, it will require approval by the BOC.

6. Throughout this project, the BOE shall provide an update to a working group including members of the BOC, BOE and senior staff, or as requested by the BOC at monthly meetings, on the status and progress of the Fremont Elementary School project, including any significant decisions anticipated or any new developments that are reasonably anticipated to impact the project or its cost.
7. A condition of the DPI grant is that the County foregoes NC education lottery funds for five years resulting in a loss of \$2,765,302. Pursuant to the January 9, 2017 agreement ("2017 Agreement") between the boards, lottery funds are used for debt service on outstanding school debt. Wayne County shall pay the deficit of \$2,765,302 from County funds to offset the loss of lottery funds. The approximate \$2.76 million shall be paid as required over the years 2022 through 2024 to meet the anticipated debt payments on school facility loans.
8. The Wayne County Board of Education will transfer the Fremont Elementary property to Wayne County. This will allow the parties to realize sales tax savings throughout the course of the project.
9. The County will transfer the Fremont Elementary project back to the Board of Education once all debt relating to the project is retired.
10. The Board of Commissioners will allocate the existing balance of approximately \$1.3 million in the Capital Fund Balance over the course of 3 years as part of the WCPS capital outlay budget. These funds shall be disbursed in equal installments in FYs 2022, 2023, and 2024.
11. The Board of Education shall act as the County's agent to carry out all phases of construction of the Fremont Elementary Project. This shall include negotiations of all contracts so long as the funds to be expended pursuant to those contracts are within the established project budget.

WITNESS our hands and seals as set out below.

WAYNE COUNTY

By: 
George Wayne Aycock, Jr., Chairman
Board of Commissioners



ATTEST:


Carol Bowden
Clerk to the Board

This instrument has been preaudited as required by the Local Government Budget and Fiscal Control Act.


Allison Speight, County Finance Officer

9-21-2021
Date

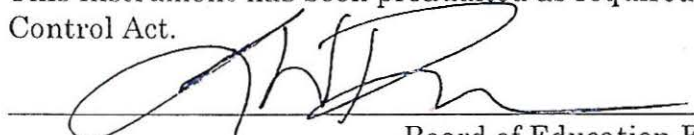
WAYNE COUNTY BOARD OF EDUCATION

By: 
Don Christopher West, Chairman

ATTEST:


Dr. David A. Lewis
Superintendent

This instrument has been preaudited as required by the School Budget and Fiscal Control Act.

, Board of Education Finance Officer

9/17/21
Date

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: July 29, 2021

Re: Final Subdivision Plat Approval

Item: Hampshire Place, Final

Owner/Developer: Barbour Brothers Holdings, LLC

Surveyor/Engineer: Coastal Carolina Surveyors, PLLC/Jones Consulting Engineers, PA
Great Swamp Township, Old Kenly Road (SR 1333)

Lots 1 - 13 (13 lots)

Discussion: Hampshire Place consists of 13 lots on 8.23 acres. This subdivision includes the creation of one cul de sac street off Old Kenly Road (SR 1333), just north of Boyette Pond Road. The property is not within a zoning district and the average lot size at 23,804 sf. Building lots will utilize public water and onsite septic. The property is shown within the Rural area on the Wayne County Growth Strategies Map. Improvements are complete and a NCDOT Built to Standards letter has been submitted to the County. Until the streets are accepted onto the State's secondary road system, the developer has signed a statement regarding the maintenance of the streets and right of ways.

The property is located within the following service areas:

Schools – Charles B Aycock HS, Norwayne Middle, Northwest Elementary

Water – Northwestern Wayne Sanitary District

Fire – Nahunta Fire Department

EMS – Station 2

Transportation – RPO

Water Supply Watershed – No

Voluntary Agriculture District – No

Wetlands – No

Board of Commissioners District – 1

Recommendation: The Wayne County Planning Board recommends approval of the final plat.

VICINITY MAP
N.T.S.

LEGEND:

- AC - ACRE
- CP - CONTROL POINT
- CR - CENTERLINE
- EP - EXISTING IRON PIPE
- ES - EXISTING IRON STAKE
- EW - EXISTING WAS NAIL
- EX - EXISTING
- HW - HIGHWAY
- IP - IRON PIPE SET
- MB - MINIMUM BUILDING SETBACK
- MON - MONUMENT
- NTS - NOT TO SCALE
- RD - ROAD
- R/W - RIGHT OF WAY
- SF - SQUARE FEET
- TOT - TOTAL DISTANCE

NOTES:

- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ACREAGES CALCULATED BY THE COORDINATE METHOD.
- PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- NO TITLE OPINION OR TITLE COMMITMENT WAS PROVIDED BY THE OWNER AT THE TIME OF THIS SURVEY.
- ALL IRON PIPE SET ARE 3/4".
- NO N.C.G.S. HORIZONTAL CONTROL MONUMENTS FOUND WITHIN 2000 FEET OF THE PROPERTY.
- SEWAGE DISPOSAL TO BE BY INDIVIDUAL LOT SEPTIC SYSTEMS APPROVED BY WAYNE COUNTY ENVIRONMENTAL HEALTH. EACH LOT MUST BE EVALUATED FOR SANITARY SEWAGE COLLECTION, TREATMENT AND DISPOSAL.
- ELECTRICAL SUPPLY TO BE PROVIDED BY THE COUNTY.
- WATER SUPPLY TO BE PROVIDED BY A PUBLIC WATER SYSTEM THAT HAS BEEN APPROVED BY THE NORTH CAROLINA DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH SERVICES, ENTITLED NORTHWEST WAYNE SANITARY DISTRICT.
- PROPERTY LOCATED WITHIN NAUMITA FIRE SERVICE DISTRICT. THE NEAREST FIRE STATION IS 2.6 MILES AWAY.
- PROPERTY IS LOCATED WITHIN 0.5 MILE OF A VOLUNTARY AG DISTRICT.

MINIMUM BUILDING SETBACKS:

PRINCIPAL BUILDING SETBACK 60'
US OR HO HIGHWAY 30'
FRONT SETBACK LINE 25'
REAR SETBACK LINE 10'

SITE DATA:

PARCEL NO. 2674081329
TOTAL ACREAGE 8.23 AC
NUMBER OF TRACTS CREATED 13
AVERAGE LOT SIZE 73,804 SQ. FT. OR 0.55 AC
LINEAR FEET OF STREETS 502 LF
OPEN SPACE 0

JOEL CRAIG BARBOUR
ANGELA W. BARBOUR
DB 3453, PG 819
VACANT

HAMPSHIRE PLACE
(50' R/W - PUBLIC)

BOYETTE POND ROAD (NCSR 2358)
(60' R/W - PUBLIC)

OLD KENNY ROAD (NCSR 1333)
(60' R/W - PUBLIC)

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I (AM WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN DEED BOOK 3453, PAGE 819, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, DRAINAGE WAYS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER I (WE) CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION JURISDICTION OF WAYNE COUNTY.

OWNER _____ **DATE** _____

OWNER _____ **DATE** _____

SURVEYOR CERTIFICATIONS:

STATE OF NORTH CAROLINA _____ WAYNE COUNTY

I, KENNETH L. BIGGS, SR., CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. (DEED DESCRIPTION RECORDED IN BOOK SEE REF. PAGE 3). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30th DAY OF JUNE, A.D., 2021.

SEAL OR STAMP

Kenneth L. Biggs, Sr.
KENNETH L. BIGGS, SR., P.L.S. L-3110

I, KENNETH L. BIGGS, SR., PROFESSIONAL LAND SURVEYOR NO. L-3110, CERTIFY THAT THIS PLAN IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Kenneth L. Biggs, Sr.
SURVEYOR J.D. 7/2/21
DATE

STATE OF NORTH CAROLINA _____ WAYNE COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT KENNETH L. BIGGS, SR., A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF _____ A.D., 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Curve Table

Curve #	Arc	Radius	Chord Bearing	Chord Length
C1	28.96	25.00	S48°53'51"W	27.39
C2	73.65	285.00	S89°30'48"W	73.45
C3	21.03	25.00	N58°59'19"W	20.41
C4	241.19	50.00	S06°55'00"W	66.67
C5	21.02	25.00	N72°49'19"E	20.41
C6	88.57	335.00	N89°30'48"E	86.33
C7	29.85	25.00	S03°40'49"E	28.11

Line Table

Line #	Length	Bearing
L1	22.61	S82°06'37"W
L2	23.44	N82°06'37"E

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION
"FOR RECORDING PURPOSES ONLY"

APPROVED _____ DISTRICT ENGINEER
DATE _____

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT-OF-WAY.

ALL DRAINAGE EASEMENTS SHALL BE DEDICATED AS PUBLIC AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN THE DRAINAGE EASEMENTS AND ANY DRAINAGE STRUCTURES THEREIN, SO AS TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM AND INSURE POSITIVE DRAINAGE.

THE 10'x70' SIGHT TRIANGLES TAKES PRECEDENCE OVER ANY SIGN EASEMENTS.

REVIEW OFFICER STATEMENT:

NORTH CAROLINA _____ WAYNE COUNTY

I, _____ REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ **DATE** _____

WAYNE COUNTY HEALTH DEPARTMENT

THE WAYNE COUNTY HEALTH DEPARTMENT HAS PERFORMED A SOIL ANALYSIS ON EACH LOT WITHIN THIS SUBDIVISION. COPIES OF THE SOIL ANALYSIS FOR EACH LOT ARE AVAILABLE FOR REVIEW IN THE OFFICE OF ENVIRONMENTAL HEALTH SECTION. THE SOIL ANALYSIS IS NOT A PERMIT OR A GUARANTEE THAT A PERMIT WILL BE ISSUED. EACH LOT MUST HAVE TO BE RE-EVALUATED FOR AN IMPROVEMENT PERMIT UNDER THE ORDINANCES CURRENT AT THE TIME PERMITS ARE REQUESTED AND A PLOT PLAN SHOWING THE PROPOSED STRUCTURE HAS BEEN MADE AVAILABLE TO THE HEALTH DEPARTMENT.

WAYNE COUNTY HEALTH DEPARTMENT

STREET MAINTENANCE DISCLOSURE STATEMENT:

I, _____ AM RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE AND REQUIRED ROAD IMPROVEMENTS OF THE SUBDIVISION STREETS UNITS, APPROVED AND TAKEN OVER BY THE NC DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE.

OWNER

FINAL PLAN FOR HAMPSHIRE PLACE

GREAT SWAMP TOWNSHIP _____ JUNE 30, 2021
WAYNE COUNTY _____ NORTH CAROLINA

Sheet 1 of 1

OWNER/CONTACT INFO:

JOEL CRAIG BARBOUR
ANGELA W. BARBOUR
120 N. CHASE DR
FREMONT, NC 27839

COASTAL CAROLINA SURVEYORS, PLLC
LAND SURVEYORS
PO Box 2768, Winterville, NC 28580
KLB cell (252) 702-1427
kenbiggs1@yahoo.com

Drawn by: KLB/CT
Checked by: KLB
Approved by: KLB
Date: 6/30/21
Scale: 1" = 100'

CCS Project No. 2021 _____

THIS DRAWING IS THE PROPERTY OF THE COASTAL CAROLINA SURVEYORS, PLLC. ANY USE, REUSE, REPRODUCTION, DISPLAY OR SALE OF THIS DRAWING WITHOUT WRITTEN CONSENT OF THE COASTAL CAROLINA SURVEYORS, PLLC IS STRICTLY PROHIBITED.

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: August 12, 2021

Re: Case A-20-01; Subdivision Ordinance Amendment, Secondary Access

Background: Over the past year, the Planning Board has been working on an ordinance amendment to address concern regarding larger scale subdivision developments with only one point of ingress and egress. Specifically, the Board has concern that in emergency situations, subdivisions will become inaccessible to emergency vehicles if the one access is blocked. At the direction of the Board of Commissioners, the Planning Board has worked with the development community to look at alternatives that would address the concerns of all involved.

Recommendation: The Planning Board recommends approval of the below amendment. Staff asks that the Commissioners hold a public hearing to receive public input prior to adoption.

Proposed Amendment:

Sec. 70-104 (h) (4) *Subdivision access.*

- a. Subdivision access to the external road system shall be based on the following:
 - i. All subdivisions or developments with more than 100 residential lots or units shall provide a second full service public access built to NC DOT standards.
 - ii. New subdivision or development proposals in which interconnection to an existing subdivision is proposed shall have another full service public access built to NC DOT standards if the cumulative number of lots or units is more than 100. Exception may be granted to those developments in which stubouts to adjacent property were approved and installed prior to the date of this revision.
 - iii. Additions to existing subdivisions or developments where the cumulative number of lots or units is more than 100 shall provide a second full service public access built to NC DOT standards.
 - iv. In lieu of providing a second full service access for subdivisions with 101 to 200 residential lots or units, the developer can opt to construct an emergency vehicle access or a wide access meeting the following standards.
 1. Emergency Vehicle Access Requirements

- a. Constructed of any unpaved all-weather surface with a drivable width of 20 feet minimum.
 - b. Designed so as not to promote use in non-emergency situations such as planted grass on the all-weather surface.
 - c. The Emergency Vehicle Access shall meet the requirements of Chapter 5 Section 503 of the North Carolina Fire Code and shall be reviewed and approved by the Wayne County Fire Marshal or designated representative.
 - d. Access shall be a minimum of 200' from the primary full service subdivision access.
 - e. Shall be designated as a minimum 30' easement. Easement shall be designated on the final plat as "emergency access only for all subdivision residents and emergency responders in the event the subdivision becomes inaccessible."
 - f. Shall not be gated or chained.
2. Wide Access Design Requirements
- a. The paved width of a vehicle access with no median or island shall be 24 feet wide and shall extend to the first internal intersecting street that does not dead end and in no case shall this street segment be no less than 200 feet in length and no more than 500 feet in length.
 - b. A divided entrance with a median or island separating a minimum 20' wide ingress lane from a minimum 20' wide egress lane will be acceptable. The median/island shall be a minimum of 10' wide but no more than 20' wide for the first 200' then taper to a 24' wide road segment to the next intersecting street that does not dead end.
 - c. The wide access design shall be approved by the NCDOT District Engineer or designated representative prior to Planning Board approval.
- v. This requirement for a second access whether emergency access, wide access or full service access may be waived for an additional 50 lots if evidence of the following is provided:
- 1. An additional access point is impractical due to topography, natural features, or limitations of the street pattern in the existing adjacent development, or
 - 2. An additional access point would not be permitted by NCDOT.

Complete list of fire service funding agreements to be considered for approval by the Wayne County Board of Commissioners on September 21, 2021:

Arrington Volunteer Fire Department Inc.

Belfast Volunteer Fire Department Inc.

Dudley Volunteer Fire Department Inc.

Elroy Volunteer Fire Department Inc.

Town of Fremont

Grantham Volunteer Fire Department Inc.

Indian Springs Volunteer Fire Department Inc.

Jordans Chapel Volunteer Fire Department Inc.

Town of LaGrange

Little River Volunteer Fire Department Inc.

Mar Mac Volunteer Fire Department Inc.

Town of Mount Olive

Nahunta Volunteer Fire Department Inc.

New Hope Volunteer Fire Department of Wayne County Inc.

Northeast Volunteer Fire Department of Wayne County Inc.

Oakland Volunteer Fire Department Inc.

Patetown Volunteer Fire Department Inc.

Pikeville-Pleasant Grove Volunteer Fire Department Inc.

Polly Watson Volunteer Fire Department Inc.

Pricetown Volunteer Fire Department Inc.

Rosewood Volunteer Fire Department Inc.

Saulston Volunteer Fire Department Inc.

Seven Springs Volunteer Fire Department Inc.

Smith Chapel Volunteer Fire Department Inc.

Thoroughfare Volunteer Fire Department Inc.

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 21 day of September, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **ARRINGTON VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.60 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget. A copy of the service agreement will be forwarded to the department as an addendum to this agreement once executed.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the Wayne County Firefighter's Association Executive Board (WCFA) or its appointed committee and the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina

General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors. However, district commissioners currently serving on the Board of Directors are exempt from this requirement.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved

electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Blake Stevens

Title: Chairman, Board of Directors

Address: 570 Emmaus Church Rd
Dudley, NC 28333

Email: blake.stevens@waynegov.com

Phone: 919-738-1146

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

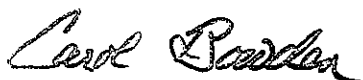
XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

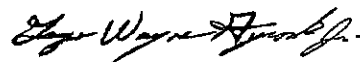
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)

ATTEST: BY:



Clerk to the Board of Commissioners

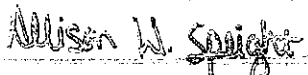


Chairman, Board of Commissioners

I, Kayla Whitley, a Notary Public of the State and County aforesaid, certify that Carol Borden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

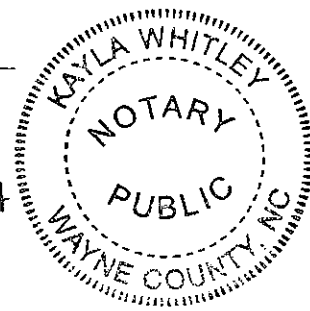
WITNESS my hand and official seal, this 21 day of September, 20 21

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT




Notary Public

My Commission Expires: March 24, 2024



ARRINGTON VOLUNTEER FIRE DEPARTMENT, INC..

ATTEST: BY:

Kathryn Carmack
Secretary

Blake Stevens
Chairman Board of Directors

Clayton Williams
Chairman Fire District Commission
Email: _____
Phone: _____

Randy Rogers
Fire Chief
Email: Randy.Rogers@arringtonvol.org
Phone: 919 222-3067

I, Janie Byrd, a Notary Public of the State and County aforesaid, certify that Blake Stevens, Chairman Board of Directors Clayton Williams, Chairman Fire District Commission and Randy Rogers, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Arrington Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 12 day of 8, 2021.

Janie Byrd Janie Byrd
Notary Public
My Commission Expires: 1-8-2022

EASEMENT

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210
Return Recorded Document To: Percheron Professional Services Attn: Bob Garrison 5550 77 Center Dr., Ste 310, Charlotte, NC 28217

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

For Internal Informational Purposes Only

LINE NO. 475

PROJECT TRACT NO. 475-WAYNE-041.003

PROJECT NO. 0232191

PARCEL ID #: 3529211787

THIS "EASEMENT" is made and granted as of this 21st day of September, 2021, from THE COUNTY OF WAYNE, a body politic and corporate ("Grantor", whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("Piedmont").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Wayne, North Carolina, as more particularly described in the instrument recorded in Deed Book 1309, Page 859, Wayne County Registry (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "Survey").

Pipeline Easement. A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Pipeline Easement" on the Survey (the "**Pipeline Easement Area**") for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation: at or below grade valves and anode beds; and above ground markers, cathodic protection equipment, bollards) for the transportation of natural gas.

Temporary Construction Easement ("TCE"). A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on the Survey.

Piedmont's Use. Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now

and/or in the future. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Grantor has obtained prior written approval from Piedmont, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Piedmont, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont.

Damages. Piedmont shall be responsible for actual physical damage to (1) the land within the Property and Easement Areas and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Piedmont in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Piedmont's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Piedmont.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

THE COUNTY OF WAYNE
a body politic and corporate

By:

Name:

Title:

George Wayne Aycock Jr.
Chairman

STATE OF NORTH CAROLINA
COUNTY OF Wayne

I, Kayla Whitley, a Notary Public for Wayne County, North Carolina, certify that George Wayne Aycock Jr personally came before me this day and acknowledged that he/she is Chairman of Board of Commissioners a corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the 21 day of September, 2021.



Kayla Whitley

My commission expires:

March 24, 2024

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	2.454	106,885
TCE AREA "A"	3.042	132,509
TCE AREA "B"	0.397	17,298

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N46° 34' 45"E	109.32'
L4	N39° 19' 38"E	50.41'
L13	N39° 19' 38"E	80.66'
L14	N50° 40' 22"W	50.00'
L15	S50° 40' 22"E	25.00'
L16	S65° 38' 55"E	25.88'

PROJECT TRACT NO. 041.003
PIN NO. 3529211787
THE COUNTY OF WAYNE,
DEED BOOK 1309, PAGE 859
AS DESCRIBED IN:
PLAT CABINET L, SLIDE 37-E
CALLED 11.83 ACRES
"LOT 6"
R.O.W.C.N.C.



CERTIFICATION

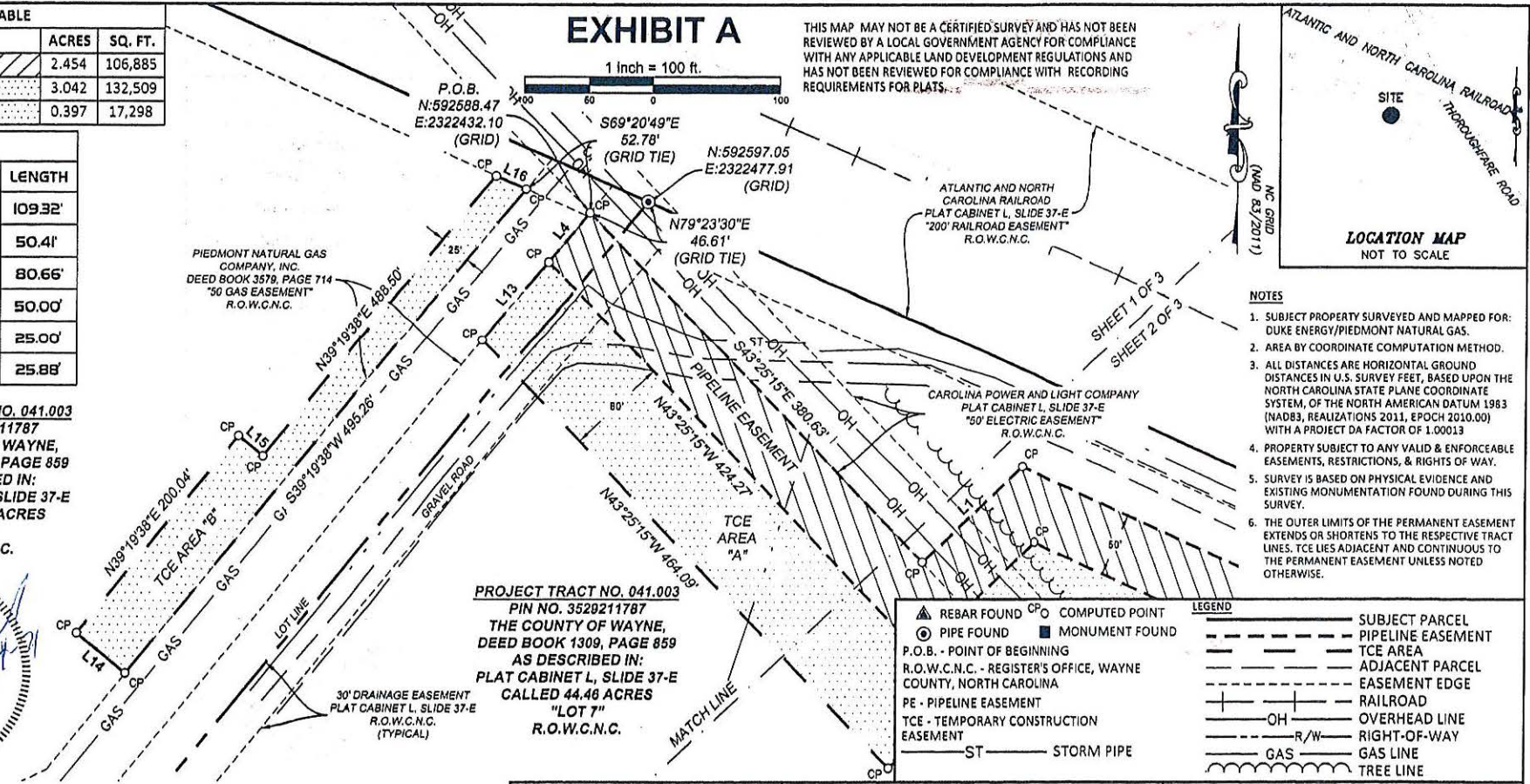
I, GARY C. CLARK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1309, PG 859); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET L, SLIDE 37-E; THAT THE RATIO OF PRECISION IS 1" = 10,000'; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 14TH DAY OF JULY 2021

Gary C. Clark
GARY C. CLARK, PLS L-2883

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY/PIEDMONT NATURAL GAS.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET, BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00) WITH A PROJECT DA FACTOR OF 1.00013.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES. TCE LIES ADJACENT AND CONTINUOUS TO THE PERMANENT EASEMENT UNLESS NOTED OTHERWISE.

- REBAR FOUND
 PIPE FOUND
 MONUMENT FOUND
P.O.B. - POINT OF BEGINNING
R.O.W.C.N.C. - REGISTER'S OFFICE, WAYNE COUNTY, NORTH CAROLINA
PE - PIPELINE EASEMENT
TCE - TEMPORARY CONSTRUCTION EASEMENT
ST - STORM PIPE

LEGEND

- SUBJECT PARCEL
 PIPELINE EASEMENT
 TCE AREA
 ADJACENT PARCEL
 EASEMENT EDGE
 RAILROAD
 OVERHEAD LINE
 RIGHT-OF-WAY
 GAS LINE
 TREE LINE

PROJECT TRACT NO. 041.003
PIN NO. 3529211787
THE COUNTY OF WAYNE,
DEED BOOK 1309, PAGE 859
AS DESCRIBED IN:
PLAT CABINET L, SLIDE 37-E
CALLED 44.46 ACRES
"LOT 7"
R.O.W.C.N.C.

ELI NO: 20-31-3007 LINE 478, LINE 87 RELOCATION



136 QUADE DRIVE • CARY, NC 27513
OFFICE 919-234-1974 • WWW.EI-LLC.COM
ENGINEERS • SURVEYORS • INFRASTRUCTURE
• ENVIRONMENTAL NC FIRM # P-2289

REVISION

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
THE COUNTY OF WAYNE

0 GATEWAY DRIVE
WAYNE COUNTY, NORTH CAROLINA

DATE: 07/14/2021

DRAWN BY: PMC

CHECK BY: GCC

SCALE: 1" = 100'

SITE #: 116023

DEED: 1309, PAGE 859

PROJECT #: 0232191

TRACT #: 475-WAYN-041.003

LSC MAP #: 116023-007896

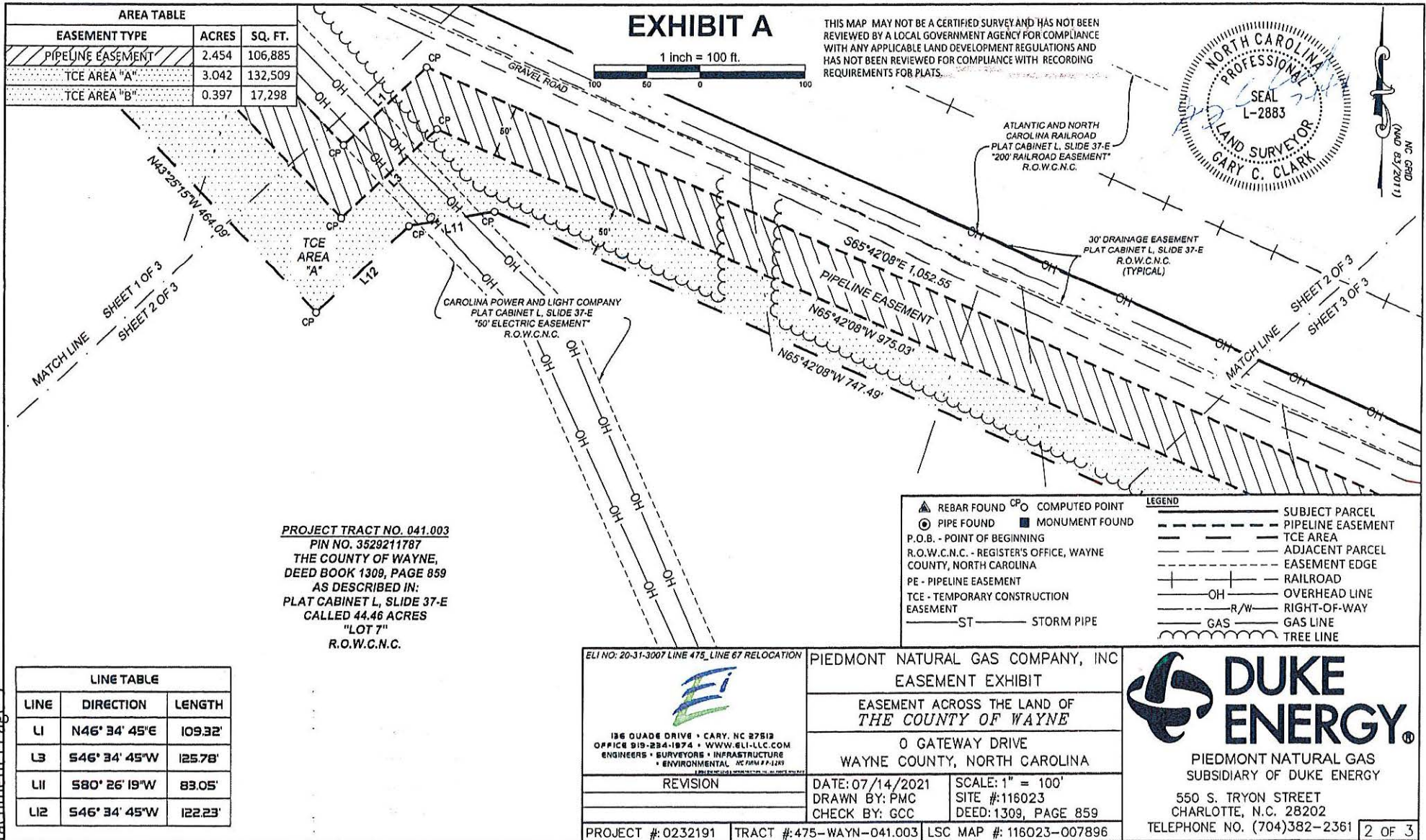


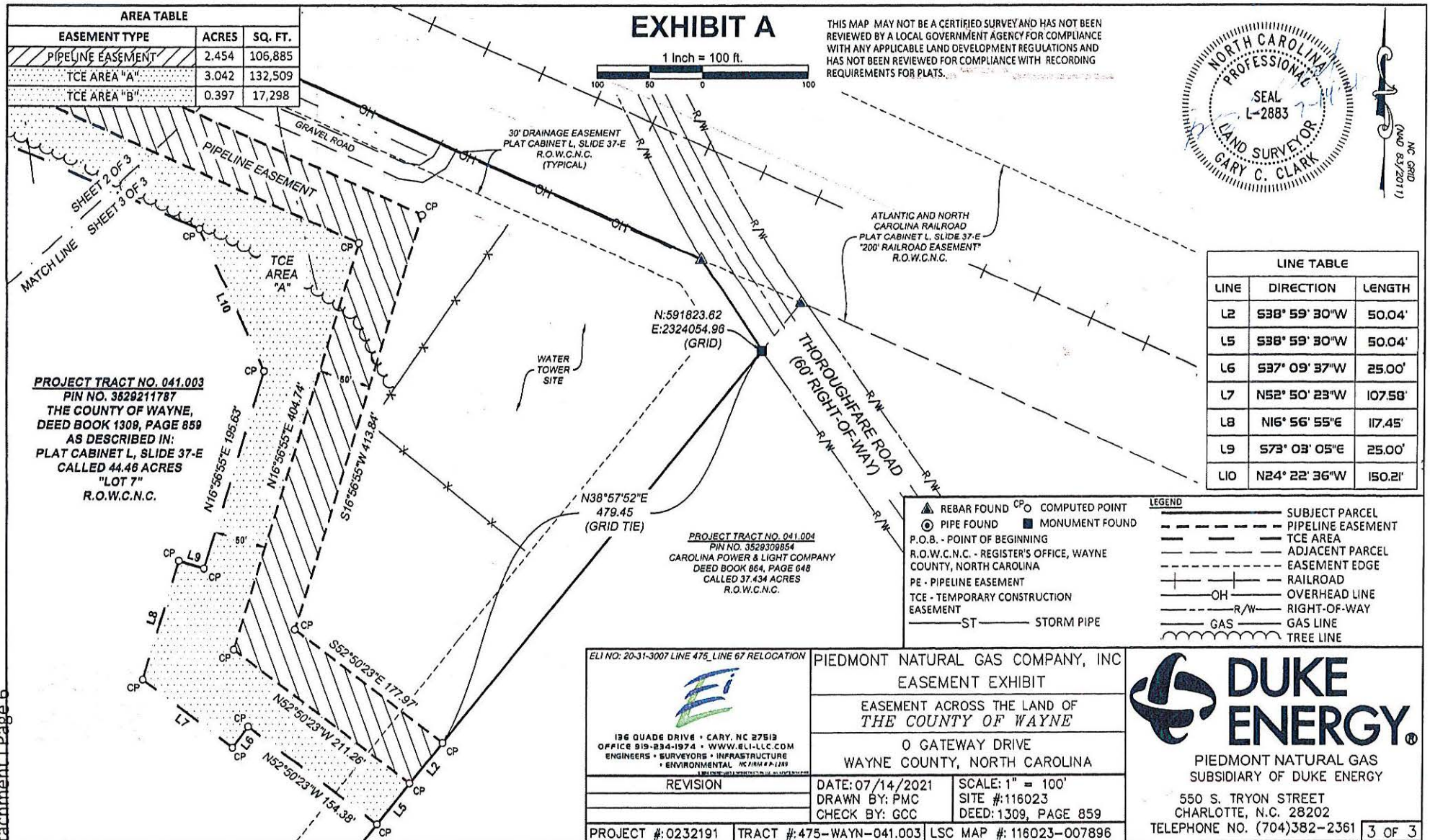
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY

550 S. TRYON STREET
CHARLOTTE, N.C. 28202

TELEPHONE NO. (704)382-2361

1 OF 3






**Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")**

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:

Line 475

Project Number:

0232191

Project Tract #:

475-WAYN-041.003

Consideration:

\$131,298

Landowner:

The County of Wayne

% Ownership: 100.00%

Pay to the Order of:

The County of Wayne

Mark Pope, Landowner Rep

Deliver Check To:

The County of Wayne

Phone: 252-559-3907 ©

PO Box 227

Goldsboro NC 27533

Phone: 252-775-6180 (w) _____

In consideration of the right(s) of way and/or easement(s) dated _____, 20____ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")					
PERMANENT (G662)					
	Acres	%FMV			
Permanent Easement Area	2.454				\$122,700
Perm. Access Easement Area					\$0
USSE Area					\$0
Flare Site Easement Area					\$0
PERMANENT TOTAL					\$122,700
TEMPORARY (G663)					
	Acres	%FMV			
TCE Area	3.439				\$8,598
Temp. Access Easement Area					\$0
TEMPORARY TOTAL					\$8,598
CROP DAMAGES (G656)					
SELECT ONE: ☒ Anticipated Damages ☐ Post-Construction Damages					
	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops (Incl unplatable)	Corn	3.713	129.00	\$5.30	\$2,539
Crops					\$0
Timber	Hardwood	3.560	1	\$750.00	\$2,670
CROP DAMAGE TOTAL					\$5,209
DAMAGES (G656)					
SELECT ONE: ☐ Anticipated Damages ☐ Post-Construction Damages					
Detailed Description of Damages					
DAMAGES TOTAL					\$0
GRAND TOTAL					\$136,507

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by North Carolina law.

Landowner:

Date:

(SIGN)

9-21-21

George Wayne Aycock, Jr. (PRINT)

(SIGN)

(PRINT)

Land Agent:

(SIGN)

07/28/2021

DENNIS L. MORIN

(PRINT)



475-WAYN-041.003 County of Wayne

Aerial View depicting pipeline easement, temporary construction easement, and unplanted agricultural areas on tract PIN: 3529211787

Legend

PRELIMINARY MAP - Not for recordation, conveyances, or sales. THIS IS NOT A BOUNDARY SURVEY and any property lines shown hereon were derived from public mapping sources. The purpose of this exhibit is to depict the Proposed Piedmont Natural Gas Easement(s) for visual reference in discussions with a land owner and is not intended to be construed as a Boundary Survey of the tract or of the proposed easement(s).

Google Earth

475-WAYN-041_003
475-WAYN-041_003 475-WAYN-041_003



600 ft

WAYNE COUNTY

Emergency Medical Services

134 N. John St. Goldsboro, NC 27530 Phone: (919) 705-1851



August 31, 2021

To: Wayne County Board of Commissioners

From: Dave Cuddeback

Subject: Wayne County EMS ambulance remount purchase



After careful review we are selecting Southeastern Specialty Vehicles to complete the remounting process for our next ambulance. Southeastern Specialty Vehicles has a very good reputation of service and quality throughout the region. Please advise if you have any questions or concerns and thank you for the work that you do.

Ambulance Company	Cost/unit	Location
Southeastern Specialty Vehicles	\$143,140.00	911 Martin Creek Road Henderson, NC 27537
Atlantic Emergency Solutions	\$152,235.00	608 West Main Street, Jefferson, North Carolina 28640
Northwestern Emergency Vehicles	\$154,400.00	268 NWEV Drive, West Jefferson, NC 28694

Respectfully,

Dave Cuddeback

Dave Cuddeback
Paramedic/Director
Wayne County EMS
(919)705-1851
david.cuddeback@waynegov.com

2021 RFB WC EMS Remount Ambulances

Tuesday, August 31, 2021

BID TAB

VENDOR	Contact Name	Contact Number	Unit Cost
Southeastern Speciality Vehicles	Robert Doughtry	336-402-0297	\$143,140.00
NorthWestern Emergency Vehicles	Richard Hamby	336-467-1936	\$154,400.00
Atlantic Emergency Solutions	Tim Hykes	919-219-7966	\$152,235.00

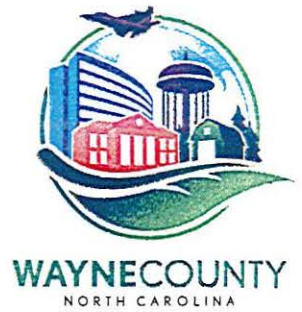
OPENED BY:

NOELLE WOODS

WITNESS:

ALEX WESTBROOK

DAVID CUDDEBACK



September 21, 2021

HomeTrust Bank
PO Box 10
Asheville, NC 28802-0010

Re: Municipal Lease and Option Agreement between HomeTrust Bank and Little River Volunteer Fire Department, Inc.

Dear Sirs,

I am Chairman of the County Commissioners of Wayne County. This letter is to advise you that: Little River Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, a special ad valorem tax (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of its fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

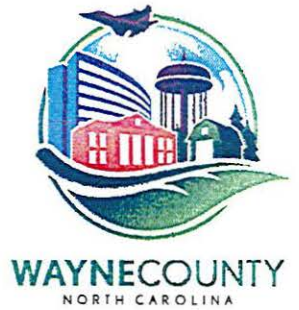
Sincerely,



Chairman
Wayne County Commission



THE GOOD LIFE. GROWN HERE.



September 21, 2021

HomeTrust Bank
PO Box 10
Asheville, NC 28802-010

Gentlemen:

The funding for Little River Volunteer Fire Department, Inc. has been progressive as per the following schedule:

Tax Year	Fiscal Year	Actual or Anticipated Tax Revenue	Assessed Valuation	Rate Per \$100 Value
2021	2022	\$165,356	\$206,695,276	\$.0800
2020	2021	\$155,952	\$194,802,652	\$.0800
2019	2020	\$148,746	\$185,773,059	\$.0800

SIGNATURE BLOCK OF APPROPRIATE COUNTY OFFICER:

Wayne County
Allison Speight



THE GOOD LIFE. GROWN HERE.

The Board of Commissioners for the County of Wayne, North Carolina met in a regular meeting in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:00 a.m. on September 21, 2021.

Present: Chair George Wayne Aycock Jr., presiding, and Commissioners Joe Daughtery,
Bevan Foster, Chris Gurley, Vice-Chair Freeman Hardison, Jr., & Antonio
William
Absent: Commissioners Barbara Aycock

Also present: Staff: Craig Honeycutt, Chip Crumpler, Borden Parker,
Andrew Neal, Allison Speight, & Carol Bowden, and members
of the public.

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

RESOLUTION #2021-29 OF THE COUNTY OF WAYNE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR A NEW DEPARTMENT OF SOCIAL SERVICES/HEALTH FACILITY AND A NEW DETENTION CENTER UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS

BE IT RESOLVED, by the Board of Commissioners (the "Board") for the County of Wayne, North Carolina (the "County") as follows:

Section 1. The Board hereby finds, determines and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the (i) acquisition, construction and equipping of a new Department of Social Services/Health Facility (the "DSS Project") and (ii) acquisition, construction and equipping of a new detention center (the "Detention Center Project").

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) \$25,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the DSS Project and \$25,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Detention Center Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for "preliminary expenditures" within the meaning of Section 1.150-2 of the Treasury Regulations (the "Preliminary Expenditures"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution shall take effect upon its adoption.

Upon motion of Commissioner ~~Freeman Hardison Jr.~~, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION OF THE COUNTY OF WAYNE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR A NEW DEPARTMENT OF SOCIAL SERVICES/HEALTH FACILITY AND A NEW DETENTION CENTER UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS" was adopted by the following vote:

Ayes: G. W. Aycock, Jr., Daughtery, Foster, Gurley.

Hardison, Williams

Noes: None

* * * * *

I, Carol Bowden, Clerk to the Board of Commissioners for the County of Wayne, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on September 21, 2021, as relates in any way to the introduction and adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 21st day of September, 2021.

[SEAL]




Clerk to the Board of Commissioners
Carol Bowden

NORTH CAROLINA

WAYNE COUNTY

AGREEMENT

THIS AGREEMENT made this the 21st day of September 2021, by and between COUNTY OF WAYNE, hereinafter called County, the CITY OF GOLDSBORO, hereinafter called City, and BPR GOLDSBORO, LLC, hereinafter called BPR.

WITNESSETH

WHEREAS, the County owns and operates the Maxwell Regional Agricultural and Convention Center; and

WHEREAS, the City owns property adjoining the Maxwell Center which is identified as Lot 1 in Plat Cabinet O, Slide 39-H of the Wayne County Register of Deeds; and

WHEREAS, the County desires to have a hotel located adjacent to the Maxwell Center in Order to attract large events and conferences to the Center; and

WHEREAS, the parties have agreed on a site plan for construction of a hotel and restaurants which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, BPR has agreed to construct a hotel the property identified as Lot 1 in the site plan; and

WHEREAS, City engineers have reviewed site plans of the future hotel and recommended various changes to the entrance road to the Maxwell Center and future hotel site as identified in the Maxwell Center Road Realignment Plan attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the County and City have agreed to evenly split the construction costs associated with the improvements necessary to develop the hotel site; with the City's share of such costs not to exceed \$50,000.00.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That BPR will be responsible for construction of the improvements identified in the Maxwell Center Road Realignment Plan as part of the construction of the hotel.

2. That the County and City will evenly share the costs associated with the road improvements. The preliminary estimate for construction is \$96,635.85; however, the parties acknowledge that actual construction costs could exceed this figure. Nonetheless, the City's exposure of sharing those costs shall not exceed \$50,000.00 .

3. BPR shall notify the County and City if it anticipates construction costs will exceed the preliminary estimate by twenty percent (20%).

4. BPR will invoice the County and City separately for reimbursement of construction costs associated with the road improvements.

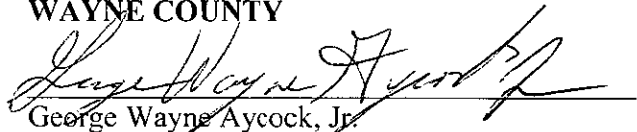
5. BPR shall be solely responsible for supervision of the contractor or subcontractors hired to complete the improvements. In no event shall City or County be held responsible for actions of BPR or any contractor performing work on the property.

6. County will cooperate with BPR and its contractor during construction to ensure that contractor or subcontractors have access to Maxwell Center property so that road improvements can be completed.

IN WITNESS WHEREOF, WAYNE COUNTY, CITY OF GOLDSBORO, and BPR GOLDSBORO, LLC have executed this Contract on the day and year first written above.

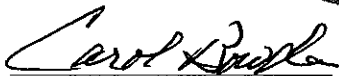


WAYNE COUNTY


George Wayne Aycock, Jr.

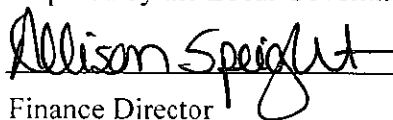
Chairman, Wayne County Board of Commissioners

ATTEST:



Carol Bowden
Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: 
Finance Director

CITY OF GOLDSBORO

BY: _____
David Ham, Mayor

ATTEST:

Laura Getz
City Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____
Finance Director

BPR GOLDSBORO, LLC

By: _____
Bhupen Patel, Manager

EXHIBIT A Maxwell Center Hotel Site Plan

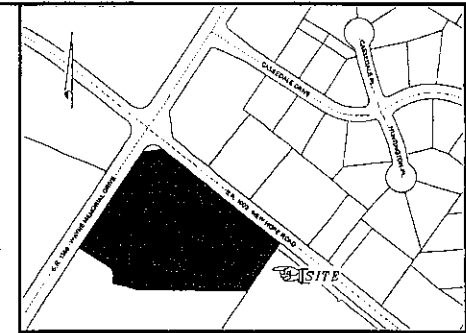
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	18°14'50"	108.00	59.87	30.19	59.82	N 76°19'23"W
C2	07°01'03"	409.00	49.57	25.02	49.84	N 69°25'21"W
C3	63°03'17"	39.51	43.48	24.24	41.32	N 22°08'38"W
C4	73°53'41"	25.00	32.24	18.80	30.05	S 09°33'09"E
C5	08°50'00"	340.00	52.42	28.26	52.37	S 22°58'41"W
C6	10°53'38"	275.00	52.99	28.22	52.21	S 24°00'30"W
C7	12°18'15"	275.00	59.06	29.94	58.84	S 35°36'26"W
C8	18°05'59"	153.00	48.33	24.37	48.13	N 76°24'10"W
C9	08°58'05"	443.00	53.88	25.97	53.84	N 69°26'54"W
C10	61°17'23"	64.51	69.00	38.22	65.78	N 23°01'45"W
C11	60°06'01"	25.00	39.31	25.04	39.39	N 07°01'31"W

LINE	BEARING	DISTANCE
L1	N 85°45'45"E	13.51
L2	N 85°45'45"E	6.04
L3	S 38°02'00"W	30.14
L4	S 38°02'00"W	25.12
L5	N 85°26'53"W	19.13
L6	N 72°55'52"W	24.38
L7	N 09°23'42"E	24.98
L8	N 53°40'59"W	72.86
L9	N 52°04'31"W	66.65
L10	N 39°01'30"E	50.04
L11	S 38°01'30"W	28.20
L12	M 51°56'14"W	30.00
L13	S 46°21'51"E	32.07
L14	N 38°01'30"E	49.89
L15	N 45°29'55"W	12.61
L16	S 60°45'09"W	9.38
L17	N 45°43'58"W	10.48
L18	N 60°45'09"E	3.32
L19	N 43°28'41"E	1.97
L20	N 45°08'53"W	15.03
L21	N 48°05'37"W	15.03
L22	S 27°23'41"W	57.68
L23	N 65°26'53"W	24.28
L24	N 72°55'52"W	3.91
L25	N 53°40'59"W	72.52
L26	N 52°04'31"W	41.21

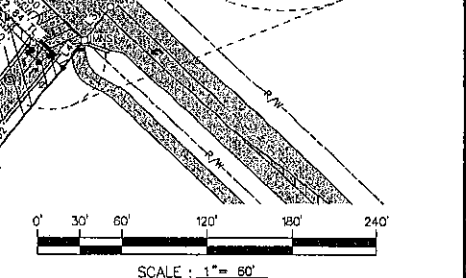
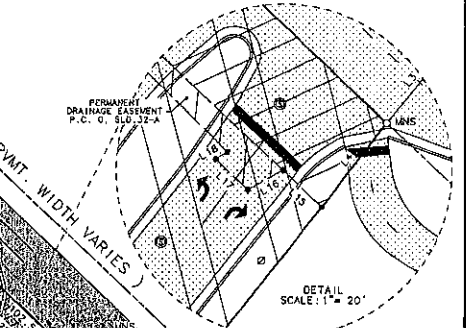
GRID TIE
CENTROID
EIR(A) N = 804,561.379 FT.
E = 2,314,864.887 FT.
EIR(B) N = 804,877.730 FT.
E = 2,315,073.711 FT.
NAD83(2011) GRID COORDINATES
CONVISED FACTOR = 0.999875830

PRESENTED
FOR REGISTRATION
DATE: _____
TIME: _____
CONSTANCE CORAM
REGISTER OF DEEDS
WAYNE COUNTY, NC
BY: _____ DEPUTY, ASSISTANT

SITE DATA
TOTAL AREA OF DEVELOPMENT = 16.7744 ACRES
TOTAL NUMBER OF LOTS = 3
SUBJECT PROPERTY IS ZONED GENERAL BUSINESS
FRONT MINIMUM BUILDING LINE = 20'
SIDE MINIMUM BUILDING LINE = 15'
REAR MINIMUM BUILDING LINE = 25'



VICINITY MAP
NOT TO SCALE
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT IS IN COMPLIANCE WITH THE CITY OF GOLDSBORO'S UNIFIED DEVELOPMENT CODE. THE PLANNING DIRECTOR HAS APPROVED THIS PLAT, SUBJECT TO ITS RECORDING IN THE WAYNE COUNTY REGISTRY WITHIN SIXTY (60) DAYS OF THE DATE BELOW.
PLANNING DIRECTOR: _____
DATE: _____



CERTIFICATION
NORTH CAROLINA
I, RICHARD M. BENTON, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN DEED BOOK 1892, PAGE 813, LOT 1 PLAT CABINET O, SLIDE 39-H.
THAT THE DOCUMENTS NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON THAT THE RATIO OF PRECISION AS CALCULATED WAS 1:10,000 THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:
CLASS OF SURVEY - CLASS A
POSITIONAL ACCURACY - 0.05
TYPE OF GPS FIELD PROCEDURE - RTK
DATES OF SURVEY - 05/11/21 - 05/14/21, 08/19/21
DATE/REVISION - 08/19/21
PLOTTER/DRAWN - JHL
GEOD. MODEL - GEOID2018
CONVISED FACTOR - 0.999875830
LAYS - MS SURVEY FILE
THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (NCEAS 38-800) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITH MY HAND AND SEAL THIS 19th DAY OF AUGUST, 2021.

NOT A CERTIFIED DOCUMENT
THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY RICHARD M. BENTON, JLSM ON 08/19/2021. THIS DOCUMENT SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.

PROFESSIONAL LAND SURVEYOR
A BERRY ABBY, REVIEW OFFICER OF THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER: _____ DATE: _____

- LEGEND**
- EIR EXISTING IRON ROD
 - NMS NAIL SET
 - MINIMUM BUILDING LINE
 - TOTAL LENGTH
 - DEED BOOK
 - PAGE
 - PLAT CABINET
 - SLIDE
 - INDICATES IRON ROD SET UNLESS OTHERWISE NOTED
 - INDICATES NO POINT SET
 - FIBER OPTIC BOX/PEDestal
 - TELEPHONE BOX/PEDestal
 - TABLE TV BOX/PEDestal
 - TRAFFIC SIGNAL BOX
 - LIGHT POLE
 - SANITARY SEWER MANHOLE
 - POWER POLE
 - GUY WIRE
 - OVERHEAD ELECTRIC LINE
 - UNDERGROUND GAS LINE
 - SURVEYED BOUNDARY LINE
 - SURVEYED TIE LINE
 - NON-SURVEYED LINE
 - RIGHT-OF-WAY LINE
 - RIGHT-OF-WAY

NOTE:
1. ALL EXISTING DRIVES AND PARKING AREAS SHOWN HEREON SHALL BE MAINTAINED BY COUNTY OF WAYNE

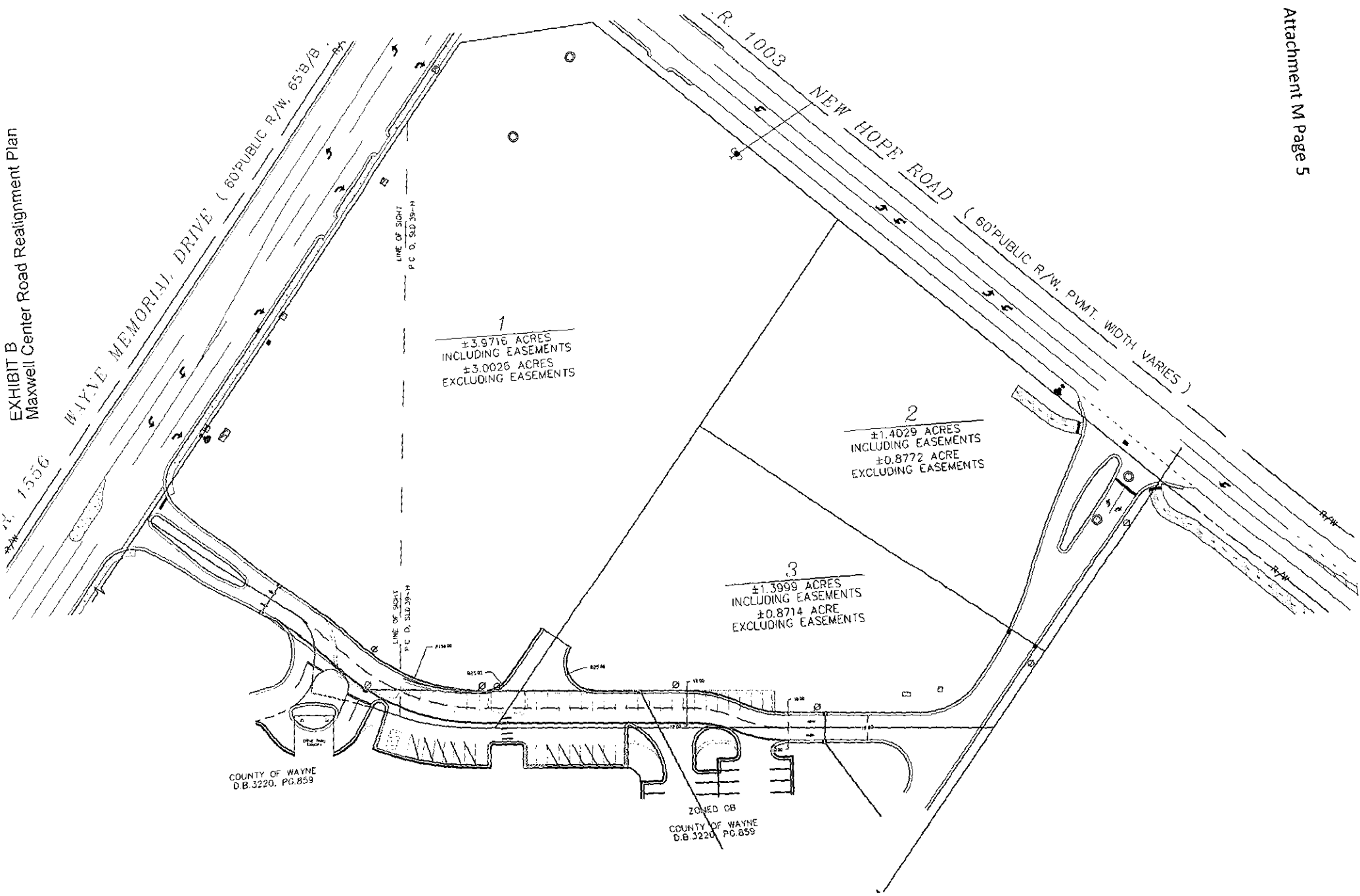
CURRENT OWNER
THE CITY OF GOLDSBORO
D.B. 1892, PG. 813

SURVEY FOR
CITY OF GOLDSBORO
—AND—
COUNTY OF WAYNE

BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN DEED BOOK 1892, PAGE 813 AND BEING ALL OF LOT 1 AS RECORDED IN PLAT CABINET O, SLIDE 39-H WAYNE COUNTY REGISTRY

STONEY CREEK TOWNSHIP	WAYNE COUNTY	NORTH CAROLINA
BENTON & ASSOCIATES	APPROVED RMB	DATE 08/19/21
LAND SURVEYING AND MAPPING 119 E WALNUT STREET GOLDSBORO, NC PHONE (919) 735-0840 FAX 735-0840	SURVEYOR JHL	DRAFTER RMB
FILE NUMBER	21-071	

EXHIBIT B
Maxwell Center Road Realignment Plan



RESOLUTION AUTHORIZING COVID-19 PERSONAL TIME OFF TO FULLY VACCINATED FULL-TIME EMPLOYEES

WHEREAS, the highly contagious COVID-19 Delta Variant has quickly led to high levels of positive cases of the virus, hospitalizations, and death; and

WHEREAS, the COVID-19 Delta Variant has led to break-through cases among those fully vaccinated against COVID-19; and

WHEREAS, fully vaccinated individuals have taken the necessary precautions available to them to protect themselves and others from the virus yet still may contract and/or spread the virus even though their side effects are more than likely less severe; and

WHEREAS, Wayne County recognizes that there may be instances where fully vaccinated individuals are required to quarantine under current CDC guidelines; and

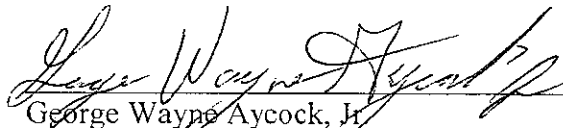
WHEREAS, Wayne County wishes to allow fully vaccinated, full-time County employees to quarantine if necessary without using leave balances provided to them through the normal leave accumulation process as a result of their employment;

NOW, THEREFORE, BE IT RESOLVED, by the Wayne County Board of Commissioners, up to ten days of COVID-19 Personal Time Off ("COVID-19 PTO") shall be granted to full-time, fully vaccinated employees of Wayne County pursuant to the following terms:

1. The employee is a full-time employee with Wayne County who accumulates leave (this includes probationary employees).
2. The employee is fully vaccinated at the time the leave is required to be taken due to quarantine unless a physician's note is provided stating that the employee cannot take the vaccine for medical reasons. Fully vaccinated shall mean the employee has received all doses prescribed for a given COVID-19 vaccination pursuant to FDA guidelines.
3. The employee must provide a copy of his/her vaccination card and proof of a positive COVID-19 test result for him/herself.
4. Employees with a sincerely held religious belief, practice, or observance that forbids them from taking a COVID-19 vaccination who wish to be considered for COVID-19 PTO must submit documentation to Human Resources. The County Manager will review the request and decide if the employee qualifies for COVID-19 PTO on a case-by-case basis.

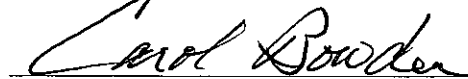
5. For the purposes of calculating available COVID-19 PTO, the following shall apply:
 - a. For employees whose normal workweek schedule consists of 40 hour per week, ten days of paid leave shall equal 80 hours of leave.
 - b. For employees working a fluctuating workweek, ten days of leave shall equal the average hours worked for these employees during a ten-day period for the past 6 months as determined by the Wayne County Human Resources.
6. Employees shall be eligible for COVID-19 PTO even if they previously exhausted either Emergency Paid Sick Leave or Paid COVID-19 Sick Leave under the County's April 7, 2020 or January 1, 2021 Temporary Personnel policies respectively.
7. It is the employee's responsibility to communicate qualifying leave under this resolution and to provide the required documentation to Human Resources to receive this leave.
8. This, one time, leave provision will be retroactive to April 1, 2021. Any employee meeting the criteria above that used their own leave since April 1, 2021 will have their leave balances restored by the amount of leave taken.
9. The leave provided under this resolution will be available until it is determined by the Board of Commissions that there is no longer a need for such leave.
10. All payroll taxes and related benefits will be applied to this leave. This leave will be tracked separately in the County's payroll system.
11. The Sheriff and Register of Deed shall have sole discretion as to what extent this policy shall apply to their respective departments.

ADOPTED this the 21st of September, 2021 retroactive to April 1, 2021.


George Wayne Aycock, Jr.

Chairman, Wayne County Board of Commissioners

ATTEST:



Carol Bowden
Clerk to the Board

(Seal)



ROUTE	NC111 (Patetown Rd Portion)	PROJECT	Goldsboro Business Campus, Phase 1	COUNTY OF	STATE OF NORTH CAROLINA Wayne
DEPARTMENT OF TRANSPORTATION			THREE PARTY RIGHT OF WAY		
-AND- Wayne County Development Alliance			ENCROACHMENT AGREEMENT ON		
208 Malloy St., Suite C, Goldsboro, NC 27534			PRIMARY AND SECONDARY SYSTEM		
-AND- City of Goldsboro					
200 North Center St., Goldsboro, NC 27530					
THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and Wayne County Development Alliance					
_____ party of the second part; and City of Goldsboro					
_____ party of the third part,					

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) NC111 (Patetown Rd portion) _____, located +/- 1,530' north of the intersection of Route SR111 and N. Alpha Ct. toward SR1569.

with the construction and/or erection of: +/- 67 LF of 12" DIP waterline and associated appurtenances as shown on plans, and +/- 33 LF of 20" steel casing (to be installed via bore and jack).

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

WITNESS:

(signature)

(printed name)

Wayne County Development Alliance

208 Malloy St., Suite C, Goldsboro, NC 27534

WITNESS:

(signature)

(printed name)

City of Goldsboro

200 North Center St., Goldsboro, NC 27530

DEPARTMENT OF TRANSPORTATION

BY: _____

DIVISION ENGINEER

George Wayne Aycock Jr.

(signature)
George Wayne Aycock Jr.

(printed name)

Wayne County Development Alliance

208 Malloy St., Suite C, Goldsboro, NC 27534

Second Party

(signature)

(printed name)

City of Goldsboro

200 North Center St., Goldsboro, NC 27530

Third Party

County of Wayne

PERFORMANCE AND INDEMNITY BOND

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION - HIGHWAY ENCROACHMENT INSTALLATION

Wayne County Development Alliance

PRINCIPAL (Second Party to encroachment agreement)

SURETY

\$10,000

AMOUNT OF BOND

DATE OF BOND

DESCRIPTION OF ENCROACHMENT AGREEMENT:

Encroachment Number

Route or Highway No.

NC111

County

Wayne

Date of Encroachment Agreement

Specific Location of Encroachment:

Between **N. Alpha Ct.** & **SR 1569**Type of Encroachment **Water**

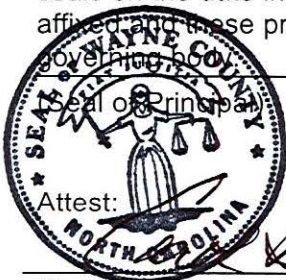
(Water, Sewer, Gas, etc.)

KNOW ALL MEN BY THESE PRESENTS, That we the PRINCIPAL and SURETY above named, are held and firmly bound unto the Department of Transportation, an agency of the State of North Carolina, hereinafter called the DEPARTMENT, in the amount stated above for the payment for which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain Encroachment Agreement with the DEPARTMENT hereinabove described and incorporated herein by reference;

NOW, THEREFORE, if the PRINCIPAL shall well and truly install the said encroaching facilities on and along the highway in accordance with the "Utilities Accommodations Manual" and any supplements thereto and in accordance with the other provisions of the said Encroachment Agreement and shall indemnify the DEPARTMENT for the failure to install the encroachments in accordance with the foregoing manual and provisions of the said Encroachment Agreement, then, this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its



Attest:

Clerk or Secretary

County of Wayne
PRINCIPAL (Type Name of Principal)

BY:

Mayor or Corporate Officer

(Seal of Surety)

(Name of SURETY or Bond Company)

BY:

Attorney-in-Fact

NOTE: Attach Power of Attorney and Certificate of Authority of Attorney-in-Fact.

This form to be used only by second party to encroachment agreement.

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2021-30: A RESOLUTION DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING ITS SALE**

WHEREAS, the County has a property interest a piece of property located at 1520 Clingman Street, Goldsboro, North Carolina, containing parcel identification numbers 3600407478 and 3600404583 being more particularly described in the deeds recorded in Deed Book 1261, Page 366 and Deed Book 1788, Page 33 in the Office of the Register of Deeds for Wayne County ("Property");

WHEREAS, the County desires to the sale the timber located on the property;

WHEREAS, NCGS § 160A-269 permits the County to sell real property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the timber on the property described above from Triangle East Timber in the amount of \$27,000.00.

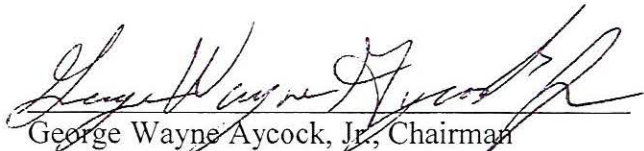
NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

1. The Board of Commissioners declares the timber located on the property above as surplus and authorizes the sale through upset bid procedure of North Carolina General Statute §160A-269.
2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the Wayne County Purchasing Manager within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified

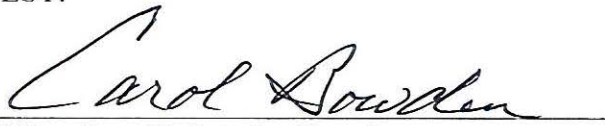
check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.

7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized execute the instruments necessary finalize the sale of timber to Triangle East Timber.

Passed and adopted this the 21st day of September, 2021.


George Wayne Aycock, Jr., Chairman
Wayne County Board of Commissioners

ATTEST:


Carol Bowden, Clerk to the Board





TO: Wayne County Board of Commissioners
FROM: Noelle Woods, Wayne County Purchasing Manager
DATE: September 15, 2021
SUBJECT: Surplus Property -1520 Clingman Street

Wayne County owns property located at 1520 Clingman Street, Goldsboro, North Carolina containing parcel identification numbers 3600407478 and 3600404583. We respectfully request the Board of Commissioners declare this property surplus and allow the timber to be sold under the upset bid process. We have received a bid in the amount of \$27,000.00 from Triangle East Timber.



Wayne
Printed September 02, 2021
See Below for Disclaimer



- Streets
 - Local Roads
 - Interstate
 - US Routes
 - NC Routes
- Railroads
- SJAFB Runway
- Public Airports
- Parcels
- Previous Lot Lines
 - Lot-Line
 - Parcel-Hook
- City and Town
- Extra Territorial Jurisdiction
- County Borders
- SJAFB Boundary
- Surrounding Centerlines
 - Local Roads
 - Interstate
 - US Highway
 - NC Highway
- Regulated Ditches and Streams
- Rivers and Lakes

Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

To Be Cleared



PUBLIC NOTICE
SALE OF COUNTY Timber
PARCEL IDENTIFICATION NUMBERS: 3600407478 & 3600404583

An offer of \$27,000.00 has been submitted for the purchase of the above timber owned by Wayne County. The lots are located in Goldsboro, NC between Clingman and Humphrey Streets.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the Office of the Purchasing Manager located at 224-226 East Walnut Street, Goldsboro, NC by 5:00 P.M., on Tuesday October 5, 2021. At that time the Purchasing Manager shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than 10%.

A qualifying higher bid must be accompanied by a deposit in the amount of 5% of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying bid is received. The County will return the deposit of the final high bidder at closing.

The buyer must pay cash, cashier's check or certified check at closing.

Wayne County must approve the final high offer before the sale is closed. The County reserves the right to withdraw the timber from sale at any time before the final high bid is accepted and the right to reject at any time all bids. If no other upset bids are made the original offer of \$27,000.00 will be accepted.

Further information can be obtained at the office of the Purchasing Manager located at 224-226 East Walnut Street Goldsboro, NC or by phone at 919-705-1714 during normal business hours.

Run Date: September 25, 2021

**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION NO. 2021-27: A RESOLUTION OF SUPPORT OF REQUEST
FUNDING TO INSTALL SEYMOUR JOHNSON AIR FORCE BASE 'TRUCK
ENTRANCE' GUIDE SIGNAGE**

WHEREAS, the main gate for Seymour Johnson Air Force Base is located on Berkley Boulevard; and

WHEREAS, the Truck and Commercial Gate is located on South Slocumb; and

WHEREAS, trucks routinely come to the main gate and must be given directions to the Slocumb Street gate; and

WHEREAS, the route between the main gate and the truck and commercial gate takes trucks through nearby neighborhoods; and

WHEREAS, the trucks taking this route cause complaints from neighbors; and

WHEREAS, the proposed signs would direct truck drivers to the Slocumb Street gate as they approach Goldsboro on the major routes; and

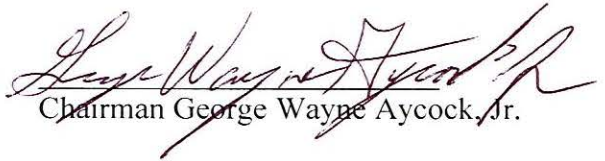
WHEREAS, these signs should improve safety and congestion at the Berkley Boulevard gate; and

WHEREAS, the budget for this project is estimated at \$200,000; and

WHEREAS, this project would be funded by the NC House of Representatives, NC Senate, and NCDOT.

NOW, THEREFORE, BE IT RESOLVED, the Wayne County Board of Commissioners support the funding request from the NC House of Representatives and NC Senate to fund this project.




Chairman George Wayne Aycock, Jr.

Attest:


Clerk to the Board Carol Bowden



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 24, 2021

Representative John Bell, IV
North Carolina House of Representatives
300 N Salisbury Street Room 301F
Raleigh, NC 27603-5925

RE: Request for Funding – Seymour Jonson Air Force Base Truck Gate Signing

Dear Representative Bell,

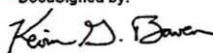
This letter is to respectfully request your consideration in assisting Seymour Johnson Air Force Base and NCDOT with the installation of "Truck Entrance" guide signing along several major roads surrounding Goldsboro.

As you know, the main gate for Seymour Johnson AFB is located off Berkley Blvd. However, the Seymour Johnson AFB Truck and Commercial Gate is located off South Slocumb Street. Seymour Johnson AFB personnel explain that they routinely get trucks at the Berkley Blvd gate. They turn them around and direct them to the Slocumb Street gate. The closest route takes trucks through nearby neighborhoods which creates complaints from the neighbors. The proposed signs would direct truck drivers to the Slocumb Street gate as they approach Goldsboro on the major routes. These signs should improve safety and congestion at the Berkley Blvd gate. The budget for the total project is estimated at \$200,000.

I respectfully request the House assist with funding this project in the amount of \$100,000. The same amount will be requested from the Senate and NCDOT has agreed to fund any additional costs that may arise.

Feel free to contact me or Andy Brown, Division Traffic Engineer, if you have any questions regarding this request. Mr. Brown can be reached at (252) 640-6505. We thank you for consideration in this project.

Sincerely,

DocuSigned by:

OF2AB55AC4F34C5...
Kevin Bowen, PE
Division Engineer

cc: Secretary J. Eric Boyette
Andy Brown, PE

Ronnie L. Keeter, Jr., PE
Sam Lawhorn, PE

J. Kevin Lacy, PE

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PO BOX 3165
WILSON, NC 27895-3165

Telephone: (252) 640-6400
Fax: (252) 234-6174
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
509 WARD BLVD.
WILSON, NC 27893



TO: Wayne County Board of Commissioners
FROM: Noelle Woods, Wayne County Purchasing Manager
DATE: September 9, 2021
SUBJECT: Award Request for Bid replacing a 350 KW Generator

A Request for Bid (RFB) was sent out for a 350 KW Generator. On August 25, 2021 four (4) bids were received and the bid tabulation spreadsheet is attached for your review. The bid tabulation spreadsheet reflects exactly what was listed on the bid sheets. Due to an addition error on the part of the vendor I contacted Bitting Electric and they explained that their total was correct. They accidentally wrote the wrong amount in for the removal and installation line item. We respectfully request awarding this project to Wayne Electric the lowest, responsive, responsible bidders.

2021 RFB for 350 KW Generator

Wednesday, August 25, 2021

BID TAB

Vendor	Contact Name	Contact Number	Generator	R&I	Total	Alternate A	Alternate B
J.L. Britt Electric, Inc.	Jason Britt	919-689-2686	\$97,000.00	\$40,200.00	\$137,200.00	\$23,000.00	\$25,000.00
Bitting Electric	Christopher Boyle	919-467-9417	\$74,977.00	\$47,788.75	\$141,067.64	\$21,840.10	\$19,025.00
Wilson Rhodes Electrical	William Rhodes	252-714-1944	\$95,100.00	\$31,900.00	\$127,000.00	\$12,300.00	\$26,320.00
Wayne Electric	Jason Pate	919-735-1847	\$97,200.00	\$26,780.00	\$123,980.00	\$13,805.00	\$9,460.00

OPENED BY:

Noelle Woods

WITNESS:

Leigh Ann Blanton