

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met in special session on Tuesday, March 29, 2022, at 1:00 p.m. in the Commissioners Meeting Room, 4th floor of the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina. The purpose of the meeting was to discuss the use of American Rescue Plan Act (ARPA) funds for the expansion of broadband services in Wayne County, discuss and take possible action on partnering with Open Broadband, LLC, North State Communications Advanced Services, LLC (dba NorthState), and/or InfinityLink FiberNet, LLC for NC Growing Rural Economies with Access to Technology (GREAT) grant applications, take possible action to amend the Wayne County ARPA Grant Project Ordinance (removed from the agenda), and approve a budget amendment for Geotechnical Engineering Services for the new jail project with ECS Southeast, LLP.

Members present: Joe Daughtery, Chairman; George Wayne Aycock, Jr., Vice-Chairman; Freeman Hardison, Jr.; Barbara Aycock; Bevan Foster (via remote electronic access); Chris Gurley; and Antonio Williams (via remote electronic access).

Members absent: None

Others present: County Manager Craig Honeycutt; Assistant County Manager Chip Crumpler; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; Finance Director Allison Speight; Facilities Director Kendall Lee; IT Director Ryan Preble; Joey Stevenson with NorthState; Jeff Loyd and Danny Weeks with Open Broadband; Octavius Murphy with the City of Goldsboro; and Clerk to the Board Carol Bowden.

Call to Order

Chairman Joe Daughtery called the meeting to order.

Invocation

Vice-Chairman George Wayne Aycock, Jr. gave the invocation.

Pledge of Allegiance

Commissioner Barbara Aycock led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Discussion of the Use of American Rescue Plan Act (ARPA) funds for the expansion of broadband services in Wayne County

Chairman Joe C. Daughtery began by stating the purpose of the meeting and introduced Commissioner Antonio Williams, attending electronically via WebEx.

County Manager Craig Honeycutt thanked the Board for addressing broadband needs and explained the differences in each of the three responding companies, detailing the GREAT grant possibilities, and the use of ARPA funding for the match in a partnership with Wayne County.

Commissioner Bevan Foster joined the meeting electronically via WebEx

Chairman Joe C. Daughtery introduced Commissioner Bevan Foster, attending electronically via WebEx.

Discuss and take possible action on partnering with Open Broadband, LLC, North State Communications Advanced Services LLC (dba NorthState), and/or InfinityLink FiberNet, LLC for NC Growing Rural Economies with Access to Technology (GREAT) grant applications

Mr. Ken Winrich with Open Broadband discussed the MOU presented, attached hereto as Attachment A, and answered questions from the Board of Commissioners. Mr. Winrich stated Open Broadband would apply for GREAT grants in every area deemed underserved. County Attorney E. B. Borden Parker asked about the County's required match.

Following his presentation, Mr. Honeycutt stated each agreement would be voted on individually and all were contingent on County Attorneys' approval.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved to partner on a GREAT grant application with Open Broadband, contingent on County Attorneys' approval. A roll call vote was taken: Commissioner Antonio Williams voted yes; Commissioner Bevan Foster voted yes; Commissioner Barbara Aycock voted yes; Vice-Chairman George Wayne Aycock, Jr. voted yes; Chairman Joe C. Daughtery voted yes; Commissioner Chris Gurley voted yes; Commissioner Freeman Hardison, Jr. voted yes.

Mr. Joey Stevenson with NorthState discussed the proposal for his company, asking for a partnership with Wayne County providing \$25,000 in ARPA funding, attached hereto as Attachment B, and answered questions from the Board. He stated NorthState would invest \$310,525.00 with a proposed \$1.9 million from the GREAT grant. Mr. Stevenson said if all of the above worked out, NorthState would self-fund extending service to an additional 1,032 homes and businesses, for an additional investment of \$1.7 million.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved to partner on a GREAT grant application with NorthState, contingent on County Attorneys' approval. A roll call vote was taken: Commissioner Antonio Williams voted yes; Commissioner Bevan Foster voted yes; Commissioner Barbara Aycock voted yes; Vice-Chairman George Wayne Aycock, Jr. voted yes; Chairman Joe C. Daughtery voted yes; Commissioner Chris Gurley voted yes; Commissioner Freeman Hardison, Jr. voted yes.

Representatives of InfinityLink did not attend; however, the Board discussed their proposal, attached hereto as Attachment C.

Commissioner Bevan Foster stated he was familiar with the service of InfinityLink and stated it was great. Chairman Daughtery said InfinityLink was able to secure a more than \$30 million grant for Lenoir County from a federal grant. The GTP was its partner.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved to partner on a GREAT grant application with InfinityLink, contingent on County Attorneys' approval. A roll call vote was taken: Commissioner Antonio Williams voted yes; Commissioner Bevan Foster voted yes; Commissioner Barbara Aycock voted yes; Vice-Chairman George Wayne Aycock, Jr. voted yes; Chairman Joe C. Daughtery voted yes; Commissioner Chris Gurley voted yes; Commissioner Freeman Hardison, Jr. voted yes.

Commissioner Chris Gurley stated just over \$500,000 of ARPA funding would be used for the broadband service expansion and Chairman Daughtery praised Assistant County Manager Chip Crumpler for his work on pushing the broadband expansion project.

Motion to Approve Budget Amendment #403

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved Budget Amendment #403 for Geotechnical Engineering Services for the new jail project with ECS Southeast, LLP. A roll call vote was taken: Commissioner Antonio Williams voted yes; Commissioner Bevan Foster voted yes; Commissioner Barbara Aycock voted yes; Vice-Chairman George Wayne Aycock, Jr. voted yes; Chairman Joe C. Daughtery voted yes; Commissioner Chris Gurley voted yes; Commissioner Freeman Hardison, Jr. voted yes.

Adjournment

At 1:40 p.m., Chairman Joe Daughtery adjourned the special meeting of the Wayne County Board of Commissioners.

A handwritten signature in black ink, reading "Carol Bowden". The signature is fluid and cursive, with a long, sweeping initial "C".

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

COUNTY OF WAYNE



MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is made the 28th day of March, 2022 between the County of Wayne, North Carolina, herein referred to as the "County" whose principal office is located at 224 East Walnut Street, Goldsboro North Carolina 27530, and Open Broadband LLC, P.O. Box 723, Waxhaw, NC 28173, hereinafter referred to as the "Provider."

It is mutually understood and agreed by the parties hereto that the Provider will perform services and tasks as required as a applicant to compete for the 2022 North Carolina GREAT Grant issued by the North Carolina Broadband Office. The GREAT grant application is a regional project that will address unserved areas throughout Wayne County providing access to broadband using fixed wireless technology. We plan an applying for a grant for the whole county.

The services and tasks furnished by the Provider to the County will be at no cost to the County.

As the applicant for the GREAT grant the Provider agrees to:

- Provide the network design, engineering, equipment specifications, project budget, company background information and all other provider related grant submission requirements.
- Design the network according to the grant criteria to reach the greatest number of homes and businesses feasible.
- Communicate routinely with the County representatives at least weekly and present information in a timely manner so that the application process will meet the deadlines listed below.
- Pledge a minimum of 50% cash match cost share for the GREAT project; amount to be determined when the design and equipment specifications.
- Follow all provider related requirements listed in the State guidelines which are detailed in the attached GREAT Program Guidelines and Criteria.

The Provider will submit a list of in-kind and cash contributions they are willing to contribute in order to reduce outside revenue sources needed to reach structures not included in the GREAT grant application.

Wayne County agrees to:

- Provide a revised address list to the one shared in the Request for Proposal of unserved homes and businesses in all three counties.
- Provide ESRI shape files for vertical assets, community facilities and unserved addresses.
- Provide provide a cash match with the amount of 50% of the matching funds as described in the GREAT Grant regulations.

GREAT Grant Schedule

The schedule is very aggressive in order to meet the schedules for the Boards of Supervisors of each County and receive approval of matching funds. As soon as the MOU is complete, work should begin immediately on reviewing unserved areas, designing the network, determining costs and writing the grant narrative.

Deadlines:

March 28 – deliver MOU

March 29 – Wayne County meeting – staff will present information as needed

May 4 (or earlier) - Submit Grant

This MOU may be terminated by the County at any time and for any reason, upon 10 days written notice to the Provider, with no further liability to the County.

IN WITNESS WHEREOF: The parties have caused this MOU to be duly executed intending to be bound thereby.

County of WAYNE

Provider

By: 
Title: Chairman
Date: 3/29/2022

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: Wayne County Attorney
Date: _____

Memorandum of Understanding

This Memorandum of Understanding is between Wayne County, NC, and North State Communications Advanced Services, LLC, d/b/a NorthState (collectively "Parties"). The purpose of this MOU is to establish a commitment by the Parties to partner in furtherance of the North Carolina Broadband Infrastructure Office's ("Broadband Office") North Carolina Growing Rural Economies with Access to Technology ("NC GREAT") program. While the Parties are still formalizing the complete terms of the partnership for a broadband fiber deployment project ("Project"), the Parties are collaborating on a contract ("Contract") to be executed if the Broadband Office awards an NC GREAT grant for the Project for the round of applications due on April 4, 2022. The Contract would require NorthState to complete the Project and would require Wayne County to pay NorthState a portion of the costs associated with the Project. The Project is described with more specificity below. Neither Party would be under any obligation to the other (1) if the Broadband Office does not award an NC GREAT grant for the Project; or (2) in NorthState's sole discretion, NorthState chooses not to submit an application to the Broadband Office for the Project. The various obligations contemplated in the Contract by the Parties are:

NorthState would commit to:

- a) Execute a five-year service agreement with the Broadband Office for the Project, which will deploy fiber-to-the-home service to approximately 373 locations with a total Project cost of approximately \$3,274,412 ;
- b) If awarded the Project by the Broadband Office, promptly negotiate and enter into a mutually-agreed-upon Contract with Wayne County to formalize a partnership as defined in North Carolina Session Law 2021-180 whereby NorthState will complete the Project and Wayne County will pay a portion of the Project costs as described below;
- c) Complete all grant activities related to the Project to be described in the Contract;
- d) Provide a copy of any required progress report to Wayne County on the status of the Project;
- e) Notify Wayne County if its assistance is needed with the Project;
- f) Submit requests for payment to Wayne County when the Project is completed, or earlier at the request of Wayne County;
- g) Complete all Project work within the required timeframe;
- h) Provide Wayne County information on the locations where broadband had been enabled as part of the Project;
- i) Prepare and execute any required nondisclosure agreements related to the Project;
- j) Include this MOU in its application to the Broadband Office for the Project; and
- k) Indemnify and hold Wayne County harmless for its performance of the Project and the grant activities to be described in the Contract.

Wayne County would commit to:

- a) If NorthState is awarded the Project by the Broadband Office, promptly negotiate and enter in a mutually-agreed-upon Contract with NorthState to formalize a partnership whereby NorthState will complete the Project and Wayne County will remit three

1.

Please accept this letter in strong support of NorthState's proposal for a grant to provide broadband services to approximately 373 households in Wayne County.

This project will allow citizens and businesses to finally have proper access to a state-of-the-art, 100% fiber network from NorthState, a premier provider of fiber-to-the-premises internet. NorthState will offer direct fiber connections to the internet at speeds the region has never had before, eliminating the digital divide and enabling an economic step up and the ability to attract gig workers who want to live, learn, work, and thrive in the region.

Speaking on behalf of the Wayne County Board of Commissioners, we appreciate your thorough review and consideration of this proposal. Thank you for your commitment and work toward delivering broadband services to all of North Carolina, focusing on rural communities and the underserved.

Sincerely,

2.

I write in support of NorthState's grant application in Wayne County. The application seeks to deploy fiber broadband services to approximately 373 homes in an area that would greatly benefit from this economic shot in the arm.

NorthState's proposed fiber buildout will bring numerous economic, educational and other benefits to the county. COVID revealed the need for greater speeds and bandwidth to allow better access to online information. Our residents will continue to need support for online learning, working and telehealth applications. Broadband access is a necessity in today's world, allowing healthy communities to grow and their residents to thrive.

All citizens deserve access to information and to the modern world which is necessitated through a fiber broadband connection. It will allow our residents to work, learn, heal, shop and game in an equal manner as other parts of the state and nation.

Thank you for your review and consideration of this grant application to bring fiber to our community. If you have any questions, please don't hesitate to contact me.

Very truly yours,

3.

As a resident of Wayne County, please accept this letter in support of NorthState's grant application to serve our area.

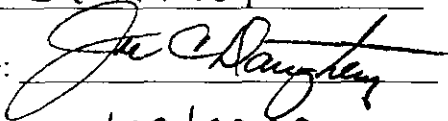
Our county truly needs to have access to acceptable speeds and performance that are in line with modern day necessities. We are currently unable to work or learn from home effectively as it often takes up to five minutes to download images, and video does not stream consistently and often freezes during Zoom or other video communications. While virtual learning may not been as commonplace as during the height of COVID, students must still perform homework assignments without reliable internet. Our county will not be able to attract new businesses and residents if things don't improve, and the tax base will suffer.

NorthState's fiber broadband would greatly enhance internet access in our area, and therefore increase the health and well-being of our area and our residents. I fervently implore you to approve the NorthState application.

Sincerely,

- percent of NorthState's required match, up to a maximum of \$25,000, to NorthState at the conclusion of the Project in accordance with the terms of the Contract.
- b) Obtain all necessary approvals to enter the Contract and remit three percent of NorthState's required match, up to a maximum of \$25,000, to NorthState at the conclusion of the Project;
 - c) Process requests for payment for the Project pursuant to the Contract in a timely manner;
 - d) Provide assistance with the Project in accordance with the Contract within the scope of Wayne County's authority;
 - e) Execute any necessary non-disclosure agreement related to the Project to the extent allowed by law;
 - f) Assist in publicizing the Project to Wayne County residents; and
 - g) Allow NorthState to include this MOU in its application to the Broadband Office for the Project.

NORTHSTATE

Name (printed): Joe C. Daugherty
Title: Chairman
Signature: 
Date: 3/29/2022

WAYNE COUNTY

Name (printed): _____
Title: _____
Signature: _____
Date: _____

Wayne County

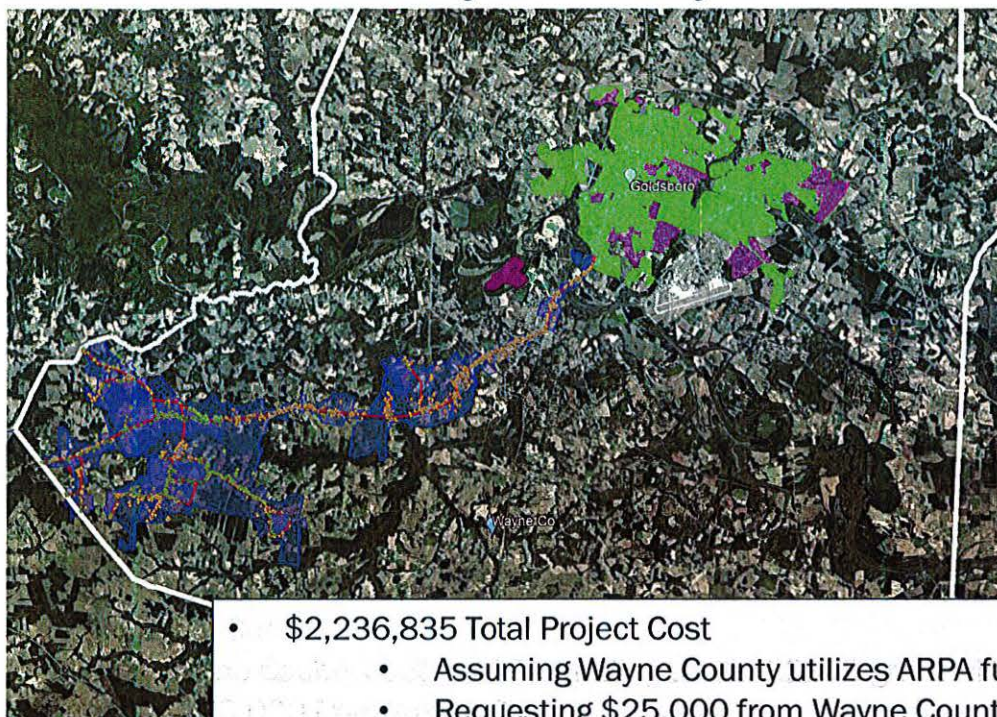
March 2022



NorthState



G.R.E.A.T. Grant – Project Summary



- \$2,236,835 Total Project Cost
 - Assuming Wayne County utilizes ARPA funding the G.R.E.A.T. grant will cover \$1,901,310
 - Requesting \$25,000 from Wayne County
 - NorthState will contribute \$310,525
- Project will be Fiber-to-the-Home service to 373 grant eligible households and businesses
- If successful NorthState will self-fund extending service to an additional 1,032 homes and businesses for an additional investment of \$1.7M

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on March 29, 2022 (the "Effective Date"), by and between NfinityLink Communications, Inc. dba InfinityLink Communications located at 1106A Kingold Blvd, Snow Hill, North Carolina 28580 (the "First Party"), and County of Wayne, NC located at 224 E Walnut St, Goldsboro, North Carolina 27530 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

Advance technology across Wayne County by meeting the mission-critical needs of education, research, health care and public services.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Expand Fiber to the Home Broadband Service throughout Wayne County by partnering on an application for North Carolina GREAT Grant, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

NfinityLink Communications, Inc. Dba InfinityLink Communications shall render and provide the following services that include, but are not limited to:

Design, Engineering and Construction of the Fiber to the Home network if awarded under the North Carolina GREAT Grant. Also, InfinityLink will contribute up to a matching \$352,941.18 for the project.

County Of Wayne, NC shall render and provide the following services that include, but are not limited to:

Contribution of up to \$352,941.18 in ARPA funds to match InfinityLink's contribution and receive the maximum reduction of matching percentage allowed under the GREAT program.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 5 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in

accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of North Carolina.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by NfinityLink Communications, Inc. dba InfinityLink Communications and County of Wayne, NC and shall be effective as of the date first written above.

Jeremy L Rich

(First Party Signature)
NfinityLink Communications, Inc. dba InfinityLink Communications
1106A Kingold Blvd
Snow Hill, North Carolina
28580

3/29/2022

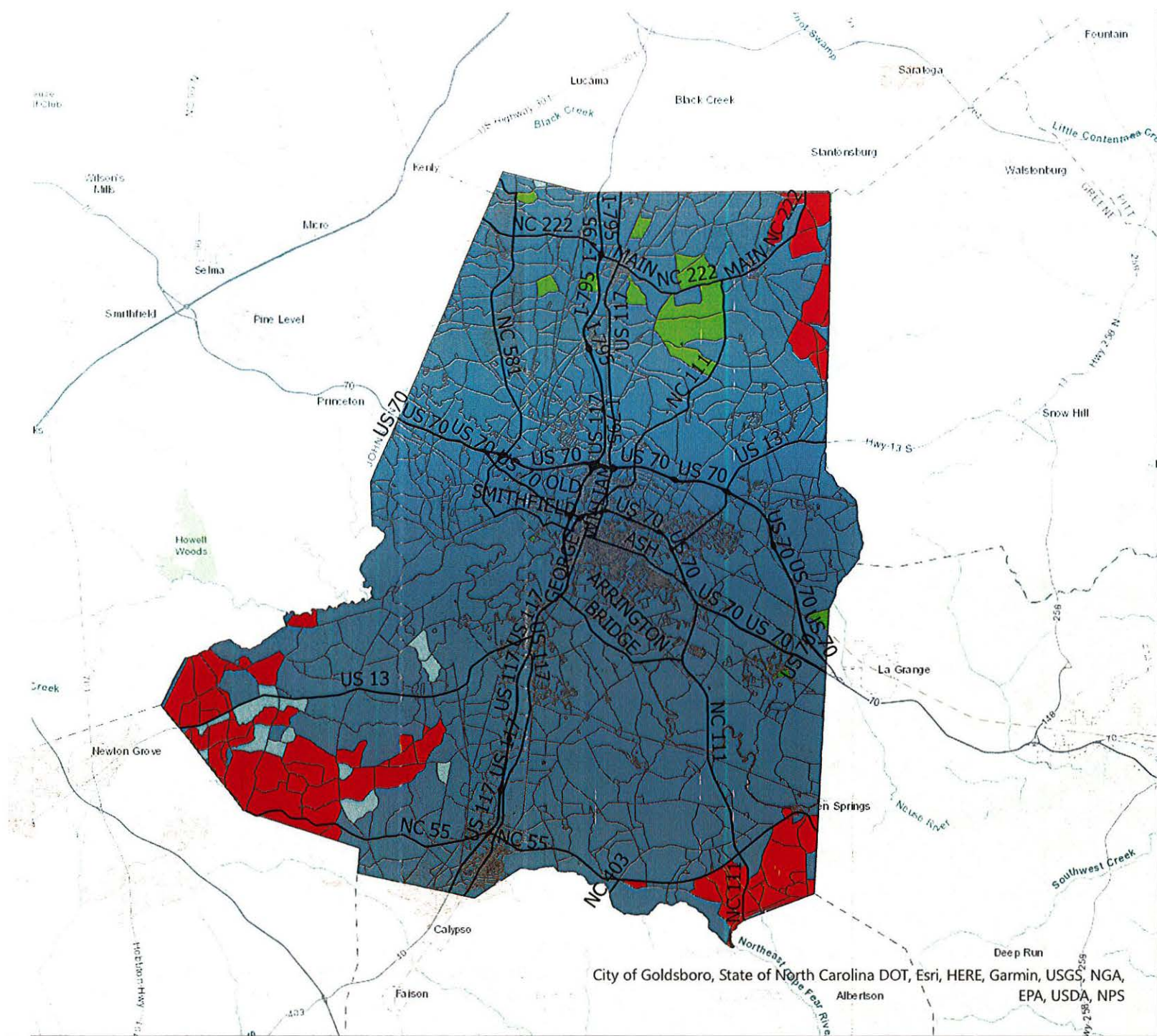
(Date)

Joe C. Naughton

(Second Party Signature)
County of Wayne, NC
224 E Walnut St
Goldsboro, North Carolina
27530

3/29/2022

(Date)



Street_Centerlines

- InfinityLinkApplication
- RDOF

Current Service

Max Download

- Up To 25Mbps
- Greater than 25Mbps



Wayne County Proposed GREAT Application

