



Wayne County, North Carolina Board of Commissioners

June 4, 2024
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

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 8:07 A.M. with Chairman Chris Gurley reviewing the agenda.

Finance Director Angie Boswell and Assistant Finance Director Ann Kelley-Moore reviewed the changes to the Budget Ordinance, and Mrs. Boswell answered questions posed during the recent budget workshop.

Staff Attorney Andrew Neal reviewed information for the Board pertaining to the budget and ARPA funds.

Finance Director Angie Boswell reviewed the budget amendments.

Planning Director Berry Gray reviewed two public hearing requests and subdivision plats.

Staff Attorney Andrew Neal explained the Project Blend public hearing request and the joint resolution with the Board of Education.

At 8:44 a.m., Commissioner Bevan Foster entered the Agenda Briefing.

Health Department Director Suzanne LeDoyen reviewed the fee approval request.

Tax Administrator Alan Lumpkin explained the tax refund.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster (8:44 a.m.); Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: None

9:00 A.M. CALL TO ORDER - Chairman Chris Gurley

The Wayne County Board of Commissioners met on Tuesday, June 4, 2024, at 9:10 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: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster; Freeman Hardison, Jr.; and Antonio Williams.

Members absent: None

INVOCATION - Commissioner Freeman Hardison, Jr.

Commissioner Freeman Hardison, Jr. gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner Freeman Hardison, Jr.

Commissioner Freeman Hardison, Jr., led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve the May 21, 2024, Minutes.
Upon motion of Vice-Chairman George Wayne Aycock Jr., the Board of Commissioners unanimously approved the May 21, 2024, minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the June 4, 2024, (Adjusted) Agenda.
Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the June 4, 2024, Adjusted Agenda. Added to the Consent agenda:
 - Motion to Apprve the Purchase and Sale Agreement for Project Blend, pending county attorneys' approval.

SPECIAL PRESENTATIONS

3. Presentation of the June Wayne County Hero Spotlight Award by Jay's Kitchen.
Jay and Minji Shin of Jay's Kitchen presented Wayne County Library Director Donna Phillips with a \$200 gift certificate for being chosen the Wayne County Hero for the month of June. Assistant County Manager Ginger Moore shared Mrs. Phillips' volunteer efforts and recent Governor's Volunteer Medalion Award she received. Mrs. Phillips thanked the Board and explained a new program Assistant Library Director Maegen Wilson is implementing for the library.
4. Motion to Approve 2024 Juneteenth National Freedom Day, as presented by Commissioner Antonio Williams.
Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2024 Juneteenth National Freedom Day Proclamation, as presented by Commissioner Antonio Williams, attached hereto as Attachment A.
5. Motion to Approve 2024 Men's Health Week in Wayne County, as presented by Commissioner Bevan Foster.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2024 Men's Health Week in Wayne County Proclamation, as presented by Commissioner Bevan Foster, attached hereto as Attachment B.

6. Presentation by Ashley Kornegay with Rebuilding Broken Lives.

Ashley Kornegay with Rebuilding Broken Lives presented information on her program, attached hereto as Attachment C.

APPOINTMENT COMMITTEE

7. Motion to Approve the Appointment of Hayley Contreras to the Wayne County Tourism Development Alliance, replacing Crystale Haile-Michael.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the appointment of Hayley Contreras to the Wayne County Tourism Development Alliance, replacing Crystale Haile-Michael.

8. Motion to Appoint Julie Daniels to the Wayne County ABC Board, replacing Pam Sullivan Silver.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners approved the appointment of Julie Daniels to the Wayne County ABC Board, replacing Pam Sullivan Silver, by a vote of six (6) to one (1), with Commissioner Foster voting against.

9:30 A.M. PUBLIC HEARING

9. To Receive Public Comments on the Proposed Budget for Wayne County for the fiscal year beginning July 1, 2024.

At 9:31 a.m., Chairman Chris Gurley opened the Public Hearing.

County Manager Chip Crumpler gave an abbreviated review of the budget and thanked the budget team for their work; Assistant County Manager Ginger Moore, Finance Director Angie Boswell, Assistant Finance Director Ann Kelley-Moore, IT Director Giorgio Kristev, and Human Resources Director Sara Larson.

Register of Deeds Constance Coram spoke about her concerns regarding the budget and handed out information, attached hereto as Attachment DD.

Mr. Kevin Gurley spoke about Hope Center Ministries and the possibility of grant funding.

At 9:45 a.m., as no one else presented themselves for comment, Chairman Chris Gurley closed the Public Hearing.

Commissioner Bevan Foster discussed his concerns of monies spent in certain departments and stated he did not like what was approved for some departments and not others.

Vice-Chairman George Wayne Aycock, Jr., expressed his concerns over the

necessity to raise the tax rate.

Commissioner Antonio Williams expressed his views on the budget.

Upon motion of Freeman Hardison, Jr., the Board of Commissioners approved the Budget for Wayne County for the fiscal year beginning July 1, 2024, by a vote of six (6) to one (1), with Commissioner Foster voting against, attached hereto as Attachment D. The budget is available at www.waynegov.com or in the Clerk to the Board of County Commissioners office.

CONSENT AGENDA

The Consent Agenda was discussed at the request of Commissioner Bevan Foster. Commissioner Foster requested Item #8 - Budget Amendments, be removed from the Consent Agenda for Individual Action. A vote for the motion was allowed and failed by a vote of three (3) to four (4) with Chairman Gurley, Vice-Chairman W. Aycock, Commissioner Daughtery, and Commissioner Hardison, Jr., voting against.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the Consent Agenda by a vote of five (5) to two (2), and detailed below.

10. Budget Amendments
 #517-Animal Services/#518-Jetport/#519-Sheriff/#520-Detention/#521-Tax/#525-Sheriff/#527-Finance/#528-Soil&Water/#529-HD.
11. Establish a Board of Adjustment Public Hearing on July 16, 2024 at 9:30am for a setback variance request for property identified as Tax Parcel #2681496516 and 2681496404 located at the corner of Little River Drive and NC Hwy 581 N.
 Attached hereto as Attachment E.
12. Motion to Approve the Final Plat for Drake Estates Section 5.
 Attached hereto as Attachment F.
13. Motion to Approve the Final Plat for Southern Property Brokers Subdivision.
 Attached hereto as Attachment G.
14. Motion to Approve the Final Plat for Fynloch Chase Section 4.
 Attached hereto as Attachment H.
15. Motion to Approve the Final Plat for Creek's Edge Section 4.
 Attached hereto as Attachment I.
16. Establish a Public Hearing on July 16, 2024 at 9:30am to receive public comments on an amendment to Section 70-105(4) of the Wayne County Subdivision Ordinance to require a fire hydrant to be placed at the entrance of all new subdivisions.
 Attached hereto as Attachment J.
17. Motion to Approve a Tax Refund to Flying Pigs, LLC, for \$9,082.38.
 Attached hereto as Attachment K.

18. Motion to establish a Public Hearing on June 18, 2024 at 9:30 a.m. in the Commissioners' Meeting Room in the Wayne County Courthouse Annex at 224 E. Walnut Street, Goldsboro, NC to receive public comments regarding an economic incentive grant and the sale of 28.03 acres located at 505 Gateway Drive, Goldsboro, NC for Project Blend.
Attached hereto as Attachment L.
19. Motion to approve a Joint Resolution between the Wayne County Board of Commissioners and the Wayne County Board of Education committing \$7,000,000 in State Capital and Infrastructure Grant Funding for Wayne County Public School Capital Projects.
Attached hereto as Attachment M.
20. Motion to Adopt Resolution #2024-14: A Resolution Granting Authorization to Wetzel Pyrotechnics to Discharge Pyrotechnics in the Town of Seven Springs on July 6, 2024.
Attached hereto as Attachment N.
21. Motion to Approve a 3-Year Audit Contract with Nunn, Brashear, & Uzzell, P.A. for the Years ending June 30, 2024, June 30, 2025, June 30, 2026.
Attached hereto as Attachment O.
22. Motion to Approve Health Department Fee Approval Request for IGRA Testing.
Attached hereto as Attachment P.
23. Motion to Approve Purchase and Sale Agreement for Project Blend, subject to approval by the county's attorneys.

NEW BUSINESS

24. Motion to approve a letter indicating Wayne County's intent to enter into an Intergovernmental Support Agreement with Seymour Johnson Air Force Base.
Upon motion of Commissioner Joe C Daughtery, the Board of Commissioners unanimously approved a letter indicating Wayne County's intent to enter into an Intergovernmental Support Agreement with Seymour Johnson Air Force Base, attached hereto as Attachment Q.
25. Motion to Approve Inmate Health Services Contract.
Procurement Specialist Mandy Trujillo reviewed the proposal for the inmate health services contract, attached hereto as Attachment R.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Inmate Health Services Contract, subject to county attorneys' review.
26. Motion to Adopt Resolution #2024-15: A Resolution by the County of Wayne to Direct the Expenditure of Opioid Settlement Funds.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved to Adopt Resolution #2024-15: A Resolution by the County of Wayne to Direct the Expenditure of Opioid Settlement Fund attached hereto as Attachment S.

PUBLIC COMMENTS

Mr. Karl Landgren spoke about the Men's Health proclamation and the current state of the world. He also spoke about the need for prayer and the county budget.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler thanked the department managers for their work on their individual budgets and thanked the Board of Commissioners for their quick review of the budget.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner bevan Foster had no comment.

Commissioner Freeman Hardison, Jr., stated he did not like raising the tax rate but it had to be done, and he spoke about the sewer regionalization.

Commissioner Barbara Aycock thanked the staff for a job well done on the budget.

Vice-Chairman George Wayne Aycock, Jr., discussed his concerns over a budget increase and thanked the staff for their hard work.

Commissioner Joe C. Daughtery expressed his displeasure about raising taxes, the increased funding for public schools, costs to provide services to inmates increasing over \$1 million, and how those alone equated to the 2 1/2 cent tax rate increase. He also discussed the proposed 15 cent increase by the City of Goldsboro. He thanked the county manager and staff for a great job and congratulated his granddaughter who was graduating high school and would be attending Campbell University in the Fall, with substantial scholarships.

Commissioner Antonio Williams discussed his thoughts on the budget, the Mount Olive moratorium, the Summer Youth Employment Program, and thanked the county manager and staff for putting the budget together. He stated he attended the Herman Park Demolition announcement and congratulated his niece for her recent graduation from a prestigious school.

Chairman Chris Gurley shared his thoughts on the budget and thanked the staff for their work. He discussed the regional sewer meeting, the summer youth program, and wished all fathers a Happy Father's Day.

CLOSED SESSION

At 8:53 a.m., upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

At 9:04 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

At 10:32 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

At 10:36 a.m., Commissioner Antonio Williams left the closed session meeting.

At 11:05 a.m., upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously declared itself in regular session.

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

Members Absent: None

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; Finance Director Angie Boswell; Deputy Clerk Kayla Whitley; and Clerk to the Board Carol Bowden.

ADJOURNMENT

At 11:05 a.m., Chairman Chris Gurley adjourned the Meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board

NORTH CAROLINA

WAYNE COUNTY

2024 JUNETEENTH NATIONAL FREEDOM DAY

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all slaves by Union General Gordon Granger, on June 19, 1865, in Galveston, Texas, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, former slaves in Texas began to observe June 19 as the anniversary of their emancipation and coined the term “Juneteenth”; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States, and is also known as “Juneteenth National Freedom Day,” “Emancipation Day,” and “African American Independence Day”; and

WHEREAS, Juneteenth commemorates the survival, strength, and determination of African-Americans through extreme adversity, hardship, and triumph; and today emphasizes African-American education, culture, art, history, and achievement; and

WHEREAS, the nineteenth of June, along with the fourth of July, completes the cycle of freedom for Independence Day observances in America; and

WHEREAS, every state, the District of Columbia, and Wayne County recognize the nineteenth day of June as Juneteenth National Freedom Day, to commemorate the end of slavery in the United States and to demonstrate racial reconciliation and healing from the legacy of slavery;

NOW, THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners does hereby proclaim June 19, 2024, as “**JUNETEENTH NATIONAL FREEDOM DAY**” in Wayne County, and commend its observance to all citizens.

Adopted this the 4th day of June, 2024.


Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



WAYNE COUNTY

2024 MEN'S HEALTH WEEK IN WAYNE COUNTY

WHEREAS, Men's Health Month is part of an ongoing international effort to educate men, boys, and their families about receiving regular disease prevention screenings, and living healthier lifestyles; and

WHEREAS, nationwide, life expectancy for men averages five years less than that of women, with men experiencing higher rates of health problems such as diabetes, obesity, cancer, heart disease, and premature mortality; and

WHEREAS, the COVID-19 pandemic has had a devastating impact on men's health in the United States, dropping men's life expectancy by two years; and

WHEREAS, Men's Health Month is a time for the public to recognize the mental and physical health needs of men and boys, while encouraging fathers to be role models for their children through preventive health screenings, healthy living, and seeking needed help; and

WHEREAS, the growing epidemic of suicide and substance abuse requires special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in boys and men; and

WHEREAS, the centerpiece of Men's Health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law by President Bill Clinton on May 31, 1994.

NOW, THEREFORE BE IT PROCLAIMED that the Wayne County Board of Commissioners does hereby proclaim June 10 - 16, 2024, as **MEN'S HEALTH WEEK**.

Adopted this the 4th day of June, 2024.


Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



*one day and one step at
a time*

WAYS TO DONATE OR SUPPORT:

THROUGH OUR WEBSITE:

You can donate directly from our website:
rebuildingbrokenlives.com

BY CASHAPP:

\$rebuilding1

CASH OR CHECK:

Contact Ashley Kornegay
for more information.

****VOLUNTEER OPPORTUNITIES WILL BE AVAILABLE AS NEEDED**

CONTACT

☎ 919-273-0565/984-294-1508

📍 Goldsboro, NC

**Rebuilding
Broken
Lives**

VALUES

ed to those in need should
hope, mercy, kindness and

and spiritual transformation
discipleship, equipping, and

overcome through prayer,
living, healthy relationships.

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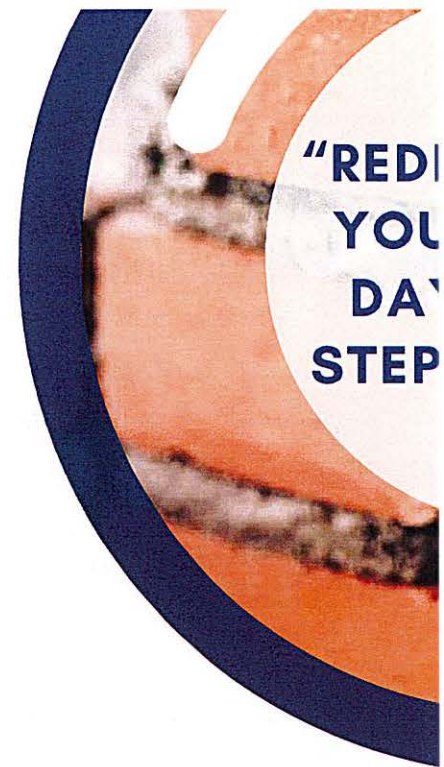


OUR VISION

Rebuilding Broken Lives strives to be a world leader among Missions that provide for the poor, restore the addicted, and eliminate homelessness by helping them rediscover themselves one day at a time and step at a time. We see each individual as a spiritual person of worth and dignity, who is worthy of assistance in their journey. Our vision is to see individuals and families set free from addictions and homelessness, transformed by God to become physically and spiritually healthy; educationally equipped to participate in society and sustain housing; and encouraged to create relationships of love and service to others. We seek to help those who have been abused and neglected to find a better life. We seek to help those who have become addicted to understand their addictions, to expect physical healing and to live in ways that are healthy to soul, mind and body.

To fulfill this vision, we are committed to:

- **Providing** residential and non-residential Christian discipleship programs designed to address addictions and abuse by offering spiritual and physical tools to overcome addiction and live healthy, productive lives.
- **Giving** tangible help including gift-in-kind donations of food, clothing, and shelter to those who are homeless or in jeopardy of becoming homeless. We provide and partner to offer emergency, transitional, and permanent supportive housing.
- **Advocating** for a future where homeless individuals are loved and cared for, while at the same time expecting those individuals to work towards building self-sustaining futures.
- **Supporting** and encouraging literacy, education, and training for employment as the foundational means for self-support and stabilization. We work to assist those who are unable to maintain a self-sustaining lifestyle on their own limitations.
- **Teaching** people to live in healthy, supportive relationships which provides spiritual, emotional, and physical support with personal



Board of Directors

Jeffrey DeKeyser-
Myisha Brown-Vic
Antoinette Brown-
Felicia Hyden-Tre
Taj Polack-Parlia
Brandi Matthews-

ORDINANCE #2024-1-OR: BUDGET ORDINANCE FOR FISCAL YEAR 2024-2025

FOR THE COUNTY OF WAYNE, NORTH CAROLINA

THAT WHEREAS, sound fiscal management requires the preparation, adoption, and administration of a budget to appropriate specific amounts of anticipated revenues to each area of County financial responsibility; and

WHEREAS, North Carolina General Statute 159-8 requires a balanced budget be adopted by the Wayne County Board of Commissioners prior to July 1st of each fiscal year, in conformance with the North Carolina Local Government Budget and Fiscal Control Act (codified as Article 3 of Chapter 159 of the North Carolina General Statutes); and

WHEREAS, the County Manager, as the Budget Officer for the County, has prepared and presented his proposed Budget as required by statute, and the Board of Commissioners has held the required public hearing on said Budget, reviewed it in detail and has made the changes it believes appropriate;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Wayne County, North Carolina, as follows:

SECTION I. BUDGET ADOPTION FOR FISCAL YEAR 2024-2025

There is hereby adopted the following budget for the County of Wayne, North Carolina for the fiscal year beginning July 1, 2024, and ending June 30, 2025, the same being adopted by department or agency within each fund as listed in this volume.

Since the budget is adopted on a basis as set forth above, designated department or agency budget directors, as specified herein, may transfer line-item appropriations between cost centers under their jurisdiction with the approval of the County Manager, and the County Manager is hereby authorized to approve said transfers. Appropriations may only be transferred between departments or agencies in a fund and between funds with the specific approval of the Board of Commissioners. Transfer of appropriations from the contingency account may only be approved by the Board of Commissioners. Additionally, all capital improvement appropriations, as budgeted in the County Capital Project Fund, may be transferred to the departmental line-item budget with the approval of the County Manager without being brought back to the Board of Commissioners for approval. All budget transfers, as referenced herein above, will be recorded in the minutes of the Board of Commissioners. Board action approving a contract shall be deemed to authorize necessary budget amendments.

SECTION II. TAX RATE LEVY

There is hereby levied for the fiscal year 2024-2025, a tax rate of **\$0.7675** per \$100.00 of assessed valuation, all of which is levied in the General Fund. The rate is based on an estimated collection rate of **98.48%** for ad valorem property taxes and **100.0%** for vehicle property taxes.

For the fiscal year 2024-2025, taxes at the rates indicated below per \$100.00 valuation of property located within the Special Fire Districts indicated below are hereby levied to provide revenue for said Special Fire Districts. These rates are based on an estimated collection rate of 98.48% for ad valorem taxes and 100.0% for vehicles taxes.

<u>Special Fire Districts</u>	<u>Tax Rate</u>
Arrington	7.60 cents
Belfast	5.74 cents
Boon Hill	8.00 cents
Dudley	8.00 cents
Elroy	6.00 cents
Grantham	6.91 cents
Indian Springs	7.00 cents
Jordan’s Chapel	6.10 cents
Little River	8.00 cents
Mar-Mac	7.00 cents
Mosley Hall	4.00 cents
Nahunta	8.00 cents
New Hope W	8.00 cents
Northeast Wayne	8.00 cents
Northern Wayne	7.00 cents
Oakland	7.00 cents
Patetown	6.25 cents
Pleasant Grove	7.00 cents
Polly Watson	8.00 cents
Pricetown	5.31 cents
Rosewood	6.20 cents
Saulston	7.50 cents
Seven Springs	5.00 cents
Smith Chapel	7.00 cents
Thoroughfare	7.50 cents
Waylin	7.00 cents

Special assessments for street lighting districts at the rates indicated below are hereby levied for the fiscal year 2024-2025 to offset street lighting expenses in those neighborhoods. These rates are based on an estimated collection rate of **98.48%** for ad valorem taxes and **100.0%** for vehicle taxes.

1. Each lot within SLSA District #5, Ashby Hills is hereby levied a special assessment of \$52.65 per lot. Said special assessment shall be in the nature of a tax lien on the property, and collection shall be enforced accordingly.
2. Each lot within SLSA District #1, Buck Run is hereby levied a special assessment of \$76.00 per lot. Said special assessment shall be in the nature of a tax lien on the property and collection shall be enforced accordingly.
3. Each lot within SLSA District #4, Falling Brook is hereby levied a special assessment of \$48.90 per lot. Said special assessment shall be in the nature of a tax lien on the property, and collection shall be enforced accordingly.

SECTION III. SCHOOL CURRENT EXPENSE AND CAPITAL OUTLAY

The allocation for school current expense is **\$23,854,141.00**. It is appropriated for funding the Technology Plan at **\$600,000**; school current expenses at **\$21,543,941**; and the Wayne Initiative for School Health, known as "WISH," at **\$200,000**. WISH funds will be counted as local appropriations for schools as school health funds are allocated to WISH in twelve monthly installments by the schools and **\$110,000** is allocated for expenditures related to the Mobile Pre-K Bus and Teachers, and Teacher Assistants. Additionally, a continuation in supplements for classroom teachers is included at a total of **\$800,200**, and a **\$600,000** appropriation for a new school on Seymour Johnson Air Force Base. The County also funds nineteen school resource officers at a cost of \$1,734,664, of which \$709,756 is estimated to be reimbursed from the schools and state grant funds.

Thirty (30%) percent of the proceeds of the 1983 sales tax levy (Article 40) and sixty (60%) percent of the 1986 sales tax levy (Article 42) are set aside in a reserve fund for capital projects and to pay the debt service on the existing school construction debt. A total of **\$2,000,000** is appropriated for capital as an annual recurring allocation. All school capital project invoices shall be submitted to the county finance office for payment.

In accordance with the School Budget and Fiscal Control Act, the Board of Education is specifically required to submit to the Board of Commissioners, as soon as possible, a copy of the Board of Education's budget resolution. The school finance officer is requested to submit a monthly statement of the financial (income and balance sheets) condition of the administrative unit to the County Manager.

SECTION IV. BUDGET OFFICER

The County Manager is designated as the Budget Officer of the County.

Department managers may purchase capital equipment (line items 500 to 599) costing \$5,000.00 or more and non-capital furniture and equipment (line items 261 and 262) costing less than \$5,000.00 only for the approved item and amount designated in the budget. Purchase orders are required for items costing more than \$5,000.

Before any reclassification requests can be made for a county employee, the department manager must first have the approval of the County Manager. No reclassification of any position in the County Position Classification and Pay Plan can be made without a written resolution adopted by the Board of Commissioners.

SECTION V. PERIODIC FINANCIAL REPORTS

Each agency, entity, or department funded, or partially funded by the county where accounting is not done by the County is requested to present periodic reports comparing budgeted and actual revenues and expenses. Such reports are requested monthly. However, under special circumstances approved by the County Manager, the report may be provided quarterly. All departments, entities, or agencies funded, or partially funded by the County are requested to submit audits of their financial condition at the end of the fiscal year. The Wayne County Public Schools shall forward monthly the income and balance sheets for the public school system. Contracts with outside agencies detailing financial reporting requirements and performance standards will be executed by the agency and the County before payment is made to said agencies.

SECTION VI. FEES AND LICENSES

Charges for fees and licenses by county departments or agencies shall be in accordance with the current schedules hereby adopted by the Board of Commissioners in Attachment One of this Ordinance, by the State of North Carolina, or listed below. Such charges for solid waste disposal and additional rules for solid waste shall be as follows:

- A. The Wayne County Landfill will only accept solid waste generated in Wayne County.
- B. The entry into the landfill of any vehicle signifies the consent of the owner and driver for it to be searched so the county can ensure no hazardous or prohibited substance is brought into the landfill.
- C. There will be a charge of \$45.00 for each household in Wayne County. Each household in the county is subject to the fee unless it is located in a municipality that collects solid waste from the household. The bill for the household fee shall be directed to and paid by the owner of the real estate where the households are situated. Mobile home parks are exempted from the charge as were exempted by the Board of Commissioners in 2011.
- D. The household fee shall be billed with the ad valorem taxes and shall be payable at the same time and in the same manner as taxes. The first monies paid shall be applied to the solid waste fee. Interest on delinquent fees shall be the same as though the fee were ad valorem taxes. The annual household fee shall become a lien upon the real property as though it were ad valorem taxes.
- E. All haulers who must pay the per ton tipping fee or other charges shall pay when the solid waste is delivered to the landfill unless arrangements have been made with the Wayne County Finance Department for periodic billing. Billing will be accomplished

in a manner as previously approved by the Wayne County Board of Commissioners. Interest will be charged as previously approved and credit shall be withheld under the guidelines previously adopted.

- F. All solid waste entering the landfill, except tires, shall be weighed.

SECTION VII. PERSONNEL

- A. Travel Allowance – Travel allowance is authorized at the allowable United States Internal Revenue Service rate per mile for both in-county and out-of-county travel, to be taken out of budgeted travel allocations as authorized herein.
- B. Hospitalization Insurance – The County will self-insure for hospitalization insurance and has secured a contract with Blue Cross Blue Shield of North Carolina. Provisions have been made in the budget to pay the employer's share of the anticipated cost of hospitalization expenses under this plan. Employee shares of dependent coverage insurance premiums shall be payroll deducted.

The budget includes an appropriation for health insurance for Wayne County employees who began employment with the County before July 1, 2009, and retired on or after July 1, 1997, with 25 **continuous** years of County of Wayne service at any age. The eligible retiree will remain on the group plan until age 65, at which time the retiree shall be switched to a Medicare Plan F supplement policy. The retiree will also continue to receive a Medicare Part D pharmacy plan.

It is the intent of the Board of Commissioners to continue a wellness program for all county employees. The Commissioners strongly encourage employees to participate in this program. It is the opinion of the Commissioners that such a wellness program will result in healthier employees and fewer claims on the county's health insurance plan.

- C. County Holidays – County employees will abide by the same holiday schedule as the State of North Carolina.
- D. Longevity Payments – Longevity payments for county employees with 5 years or more of county service will be based on the salary as of July 1, 2024, and paid annually in the November payroll. Longevity will not be available to new employees hired after July 1, 2011.

SECTION VIII. CAPITAL RESERVES

A capital reserve fund is hereby established to account for financial resources generated from local government revenue sources to build fund balance for future capital projects designated by the Board of Commissioners as denoted in the county capital improvement plan approved by the Board of Commissioners.

SECTION IX. CAPITAL PROJECT ORDINANCES

At this time, no additional Capital Project Ordinances are required for FY 2024-2025. Following studies by outside consultants, the County may appropriate some funds for new or existing Capital Project Ordinances.

SECTION X. BUDGET POLICY

It is the policy of this Board of Commissioners that it will not absorb any reduction in state and federal funds. Any decrease shall be absorbed in the budget of the affected agency by reducing personnel or program expenditures to stay within the county appropriation authorized.

This policy is extended to any agency that is funded or partially funded by the county and receives state or federal money. This shall remain in effect until otherwise changed or amended by the Board of Commissioners. The County Manager is hereby directed to indicate this to each of the agencies that may be involved.

SECTION XI. FISCAL CONTROL ACT

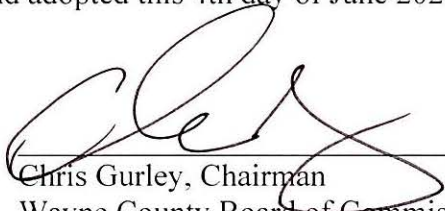
The County Manager and the Finance Director are hereby directed to make any changes in the budget or fiscal practices that are required by the Local Government Budget and Fiscal Control Act. Any changes made by this authorization shall be reported to the Board of Commissioners as they are made and approved by the Board of Commissioners.

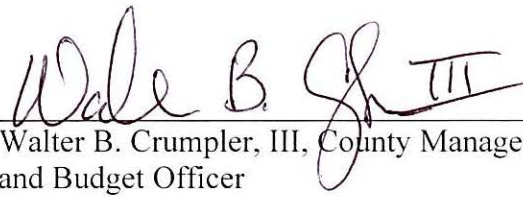
As provided by NCGS 59-25(b), the Board of Commissioners has authorized dual signatures for each check or draft made on County funds. The signatures of the County Manager or Chairman of the County Commissioners and the Finance Director, following proof or warrant, shall be the authorized signatures of the county.

[SIGNATURE PAGE TO FOLLOW]

This ordinance being duly passed and adopted this 4th day of June 2024.




Chris Gurley, Chairman
Wayne County Board of Commissioners


Walter B. Crumpler, III, County Manager
and Budget Officer


Carol Bowden
Clerk to the Board

Satisfaction Survey

- How satisfied are you with our services?

- Can you think of improvements for e-recordings of instruments and/or plats?

- Are you satisfied with your wait time?

- How satisfied are you with the indexing of your documents and document returns?

- Do you have any concerns with staff?

- How satisfied are you with your overall experience?

- Do you have any ideas or concerns that you would like to suggest for further improvement?

LISTENING TO COSTUMERS AND IMPROVING SERVICE IS OUR PRIMARY GOAL!!!!
(Please return by June 30, 2024)

157360	25060	WAYNE COUNTY NC	27533	12/28/2023	1/27/2024	271.59
156470	25060	WAYNE COUNTY, NC	27533	12/1/2023	12/31/2023	200.00
156469	25060	WAYNE COUNTY, NC	27533	12/1/2023	12/31/2023	2,440.00
156786	25060	WAYNE COUNTY NC	27533	11/30/2023	12/30/2023	269.34
155934	25060	WAYNE COUNTY, NC	27533	11/1/2023	12/1/2023	200.00
155933	25060	WAYNE COUNTY, NC	27533	11/1/2023	12/1/2023	2,440.00
156256	25060	WAYNE COUNTY NC	27533	10/31/2023	11/30/2023	339.41
155434	25060	WAYNE COUNTY, NC	27533	10/1/2023	10/31/2023	200.00
155433	25060	WAYNE COUNTY, NC	27533	10/1/2023	10/31/2023	2,440.00
155728	25060	WAYNE COUNTY NC	27533	9/29/2023	10/29/2023	360.91
154898	25060	WAYNE COUNTY, NC	27533	9/1/2023	10/1/2023	200.00
154897	25060	WAYNE COUNTY, NC	27533	9/1/2023	10/1/2023	2,440.00
155216	25060	WAYNE COUNTY NC	27533	8/31/2023	9/30/2023	353.98
154334	25060	WAYNE COUNTY, NC	27533	8/1/2023	8/31/2023	200.00
154333	25060	WAYNE COUNTY, NC	27533	8/1/2023	8/31/2023	2,440.00
154646	25060	WAYNE COUNTY NC	27533	7/31/2023	8/30/2023	295.96
153804	25060	WAYNE COUNTY, NC	27533	7/1/2023	7/31/2023	200.00
153803	25060	WAYNE COUNTY, NC	27533	7/1/2023	7/31/2023	2,440.00
154136	25060	WAYNE COUNTY NC	27533	6/30/2023	7/30/2023	330.00
153260	25060	WAYNE COUNTY, NC	27533	6/1/2023	7/1/2023	200.00
153259	25060	WAYNE COUNTY, NC	27533	6/1/2023	7/1/2023	2,440.00
153586	25060	WAYNE COUNTY NC	27533	5/31/2023	6/30/2023	381.70
152743	25060	WAYNE COUNTY, NC	27533	5/1/2023	5/31/2023	200.00
152742	25060	WAYNE COUNTY, NC	27533	5/1/2023	5/31/2023	2,440.00
153055	25060	WAYNE COUNTY NC	27533	4/28/2023	5/28/2023	377.36
152242	25060	WAYNE COUNTY, NC	27533	4/1/2023	5/1/2023	200.00
152241	25060	WAYNE COUNTY, NC	27533	4/1/2023	5/1/2023	2,440.00
152548	25060	WAYNE COUNTY NC	27533	3/31/2023	4/30/2023	308.33
152453	25060	WAYNE COUNTY NC	27533	3/27/2023	4/26/2023	284.73
151890	25060	WAYNE COUNTY, NC	27533	3/1/2023	3/31/2023	200.00
151889	25060	WAYNE COUNTY, NC	27533	3/1/2023	3/31/2023	2,440.00
151732	25060	WAYNE COUNTY NC	27533	2/28/2023	3/30/2023	276.16
151387	25060	WAYNE COUNTY, NC	27533	2/1/2023	3/10/2023	200.00
151386	25060	WAYNE COUNTY, NC	27533	2/1/2023	3/10/2023	2,440.00
151270	25060	WAYNE COUNTY NC	27533	1/31/2023	3/2/2023	364.05

150725	25060	WAYNE COUNTY, NC	27533	1/1/2023	1/31/2023	200.00
150724	25060	WAYNE COUNTY, NC	27533	1/1/2023	1/31/2023	2,440.00
151105	25060	WAYNE COUNTY NC	27533	12/30/2022	2/22/2023	313.39
150190	25060	WAYNE COUNTY, NC	27533	12/1/2022	12/31/2022	200.00
150189	25060	WAYNE COUNTY, NC	27533	12/1/2022	12/31/2022	2,440.00
150519	25060	WAYNE COUNTY NC	27533	11/30/2022	12/30/2022	280.45
149689	25060	WAYNE COUNTY, NC	27533	11/1/2022	12/1/2022	200.00
149688	25060	WAYNE COUNTY, NC	27533	11/1/2022	12/1/2022	2,440.00
150002	25060	WAYNE COUNTY NC	27533	10/31/2022	11/30/2022	354.70
149161	25060	WAYNE COUNTY, NC	27533	10/1/2022	10/31/2022	200.00
149160	25060	WAYNE COUNTY, NC	27533	10/1/2022	10/31/2022	2,440.00
149484	25060	WAYNE COUNTY NC	27533	9/29/2022	10/29/2022	390.01
149360	25060	WAYNE COUNTY NC	27533	9/19/2022	10/19/2022	279.19
148629	25060	WAYNE COUNTY, NC	27533	9/1/2022	10/1/2022	200.00
148628	25060	WAYNE COUNTY, NC	27533	9/1/2022	10/1/2022	2,440.00
148936	25060	WAYNE COUNTY NC	27533	8/31/2022	9/30/2022	358.55
148114	25060	WAYNE COUNTY, NC	27533	8/1/2022	8/31/2022	200.00
148113	25060	WAYNE COUNTY, NC	27533	8/1/2022	8/31/2022	2,440.00
148423	25060	WAYNE COUNTY NC	27533	7/29/2022	8/28/2022	332.09
147585	25060	WAYNE COUNTY, NC	27533	7/1/2022	7/31/2022	200.00
147584	25060	WAYNE COUNTY, NC	27533	7/1/2022	7/31/2022	2,440.00
147911	25060	WAYNE COUNTY NC	27533	6/30/2022	7/30/2022	401.56
147794	25060	WAYNE COUNTY NC	27533	6/22/2022	7/22/2022	0.00
147064	25060	WAYNE COUNTY, NC	27533	6/1/2022	7/1/2022	200.00
147063	25060	WAYNE COUNTY, NC	27533	6/1/2022	7/1/2022	2,440.00
147379	25060	WAYNE COUNTY NC	27533	5/31/2022	6/30/2022	400.24
146556	25060	WAYNE COUNTY, NC	27533	5/1/2022	5/31/2022	200.00
146555	25060	WAYNE COUNTY, NC	27533	5/1/2022	5/31/2022	2,440.00
146858	25060	WAYNE COUNTY NC	27533	4/28/2022	5/28/2022	654.61
146407	25060	WAYNE COUNTY NC	27533	4/1/2022	5/1/2022	13,615.00
146018	25060	WAYNE COUNTY, NC	27533	4/1/2022	5/1/2022	200.00
146017	25060	WAYNE COUNTY, NC	27533	4/1/2022	5/1/2022	2,440.00
146391	25060	WAYNE COUNTY NC	27533	3/31/2022	4/30/2022	258.50
145677	25060	WAYNE COUNTY, NC	27533	3/1/2022	3/31/2022	200.00
145493	25060	WAYNE COUNTY, NC	27533	3/1/2022	3/31/2022	2,440.00
145861	25060	WAYNE COUNTY NC	27533	2/28/2022	3/30/2022	381.32

144945	25060	WAYNE COUNTY, NC	27533	2/1/2022	3/3/2022	2,440.00
145304	25060	WAYNE COUNTY NC	27533	1/31/2022	3/2/2022	378.73
145127	25060	WAYNE COUNTY, NC	27533	1/21/2022	2/20/2022	0.00
145126	25060	WAYNE COUNTY, NC	27533	1/1/2022	1/31/2022	200.00
145125	25060	WAYNE COUNTY, NC	27533	1/1/2022	1/31/2022	200.00
144433	25060	WAYNE COUNTY, NC	27533	1/1/2022	1/31/2022	2,440.00
144726	25060	WAYNE COUNTY NC	27533	12/30/2021	1/29/2022	513.92
144331	25060	WAYNE COUNTY, NC	27533	12/17/2021	1/16/2022	185.00
143899	25060	WAYNE COUNTY, NC	27533	12/1/2021	12/31/2021	2,440.00
144195	25060	WAYNE COUNTY, NC	27533	11/30/2021	12/30/2021	476.80
143361	25060	WAYNE COUNTY, NC	27533	11/1/2021	12/1/2021	2,440.00
143668	25060	WAYNE COUNTY, NC	27533	10/29/2021	11/28/2021	487.52
142851	25060	WAYNE COUNTY, NC	27533	10/1/2021	10/31/2021	2,440.00
143149	25060	WAYNE COUNTY, NC	27533	9/30/2021	10/30/2021	631.79
142312	25060	WAYNE COUNTY, NC	27533	9/1/2021	10/1/2021	2,440.00
142631	25060	WAYNE COUNTY, NC	27533	8/31/2021	9/30/2021	346.72
142550	25060	WAYNE COUNTY, NC	27533	8/31/2021	9/30/2021	274.45
142538	25060	WAYNE COUNTY, NC	27533	8/26/2021	9/25/2021	0.00
141756	25060	WAYNE COUNTY, NC	27533	8/1/2021	8/31/2021	2,440.00
142099	25060	WAYNE COUNTY, NC	27533	7/30/2021	8/29/2021	194.65
141197	25060	WAYNE COUNTY, NC	27533	7/1/2021	7/31/2021	2,440.00
141578	25060	WAYNE COUNTY, NC	27533	6/30/2021	7/30/2021	362.67
140638	25060	WAYNE COUNTY, NC	27533	6/1/2021	7/1/2021	2,440.00
140954	25060	WAYNE COUNTY, NC	27533	5/27/2021	6/26/2021	209.88
140104	25060	WAYNE COUNTY, NC	27533	5/1/2021	5/31/2021	2,440.00
140411	25060	WAYNE COUNTY, NC	27533	4/30/2021	5/30/2021	213.29
139571	25060	WAYNE COUNTY, NC	27533	4/1/2021	5/1/2021	2,440.00
139891	25060	WAYNE COUNTY, NC	27533	3/31/2021	4/30/2021	396.83
139064	25060	WAYNE COUNTY, NC	27533	3/1/2021	3/31/2021	2,440.00
139418	25060	WAYNE COUNTY, NC	27533	2/26/2021	3/28/2021	316.75
138964	25060	WAYNE COUNTY, NC	27533	2/16/2021	3/18/2021	4,385.00
138544	25060	WAYNE COUNTY, NC	27533	2/1/2021	3/3/2021	2,440.00
138842	25060	WAYNE COUNTY, NC	27533	1/28/2021	2/27/2021	369.49
138017	25060	WAYNE COUNTY, NC	27533	1/1/2021	1/31/2021	2,440.00

Wayne County, NC



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	CHECK RUN CHECK		DESCRIPTION	
000129	verizon wireless	9939397427	0	2024	2	INV P	41.29	230803	55931	IT
000129	verizon wireless	9941786876	0	2024	2	INV P	41.29	230901	57092	IT Verizon
000129	verizon wireless	9944186661	0	2024	4	INV P	41.38	231006A	58549	VER IT
000129	verizon wireless	9946610293	0	2024	4	INV P	41.41	231025	59309	Verizon IT
000129	verizon wireless	9949049891	0	2024	5	INV P	41.41	231121	60518	IT Verizon
							206.78			
ACCOUNT TOTAL							206.78			
1104180	534000			Printing & Binding						
002323	C. W. Warthen Inc.	55808	0	2024	4	INV P	2,998.00	231020	59108	Binders
002323	C. W. Warthen Inc.	55839	0	2024	5	INV P	529.18	231128	60617	Binders
							3,527.18			
ACCOUNT TOTAL							3,527.18			
1104180	534200			Reproduction						
000220	Cott Systems Inc.	154136	0	2024	2	INV P	330.00	230811	56245	Microfilm
000220	Cott Systems Inc.	154646	0	2024	2	INV P	295.96	230807	55976	Microfilm
000220	Cott Systems Inc.	155216	0	2024	3	INV P	353.98	230907	57222	Microfilm
000220	Cott Systems Inc.	155728	0	2024	4	INV P	360.91	231009	58567	Microfilm
000220	Cott Systems Inc.	156786	0	2024	6	INV P	269.34	231206	60900	Microfilm
							1,610.19			
000258	Toshiba Business Sol	5808738	0	2024	2	INV P	3.21	230807	56033	KIP Copies
001882	Toshiba America-KIP	5823228	0	2024	3	INV P	.52	230919	57823	Kip
ACCOUNT TOTAL							1,613.92			
1104180	539500			Training						
001158	UNC School of Govern	c350628-1139656	0	2024	3	INV P	645.00	230918	57716	Budgeting for Local
001158	UNC School of Govern	c350628-1149099	0	2024	3	INV P	300.00	230929	58095	Basic School for RO
001158	UNC School of Govern	c350628-1189467	0	2024	6	INV P	340.00	231208	61107	3 Classes-(G24G1163
							1,285.00			
002103	NCARD	08032023	0	2024	2	INV P	600.00	230807	56013	NCARD
009998	SCHOOL OF GOVERNMENT	131201	0	2024	1	INV P	70.25			SCHOOL OF GOVERNMEN
009999	Constance Coram	07162023	0	2024	2	INV P	175.00	230807	56014	Reimbursement
ACCOUNT TOTAL							2,130.25			
1104180	543100			Rental of Copier Equipment						
000258	Toshiba Business Sol	5829886	0	2024	4	INV P	339.87	231003	58182	Copiers
ACCOUNT TOTAL							339.87			

Wayne County, NC



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		CHECK RUN CHECK		DESCRIPTION	
1104180	545000			Insurance & Bonding					
000851	Wayne Realty & Insur	3521E1235 111723	0	2024	5 INV P	175.00	231201	60764	Bond
ACCOUNT TOTAL						175.00			
1104180	549100			Dues & Subscriptions					
000078	InfouSA	10004159052	0	2024	5 INV P	305.00	231201	60739	
001786	NCARD	12012023	0	2024	6 INV P	450.00	231206	60913	ROD Annual Dues
ACCOUNT TOTAL						755.00			
1104180	569300			Fees Due to the State					
001014	NC Dept. of Administ	07312023	0	2024	2 INV P	1,650.00	230807	56007	Marriage Lic. Fees
001014	NC Dept. of Administ	092923	0	2024	4 INV P	2,190.00	231006	58434	Marriage License Fe
001014	NC Dept. of Administ	10312023	0	2024	5 INV P	2,010.00	231103	59632	Marriage License fe
001014	NC Dept. of Administ	11302023	0	2024	6 INV P	1,860.00	231206	60910	Marriage License Fe
001014	NC Dept. of Administ	8312023	0	2024	3 INV P	1,890.00	230907	57240	Marriage license Fe
						9,600.00			
001049	North Carolina Depar	07312023	0	2024	2 INV P	37,486.00	230808	56076	Conveyance Tax July
001049	North Carolina Depar	09302023	0	2024	4 INV P	41,026.00	231009	58589	Conveyance Tax- Sep
001049	North Carolina Depar	10312023	0	2024	5 INV P	47,418.00	231103	59637	Conveyance Tax-Oct
001049	North Carolina Depar	11302023	0	2024	6 INV P	54,224.00	231207	60974	Conveyance Tax Nov
001049	North Carolina Depar	8312023	0	2024	3 INV P	52,859.00	230908	57323	Conveyance Tax Aug
						233,013.00			
001072	NC Dept. of Health &	07312023	0	2024	2 INV P	275.00	230807	56008	Marriage License Fe
001072	NC Dept. of Health &	092923	0	2024	4 INV P	365.00	231006	58435	Marriage License Fe
001072	NC Dept. of Health &	10312023	0	2024	5 INV P	335.00	231103	59633	Marriage license Fe
001072	NC Dept. of Health &	11302023	0	2024	6 INV P	310.00	231206	60911	Marriage License Fe
001072	NC Dept. of Health &	8312023	0	2024	3 INV P	315.00	230907	57241	Marriage License Fe
						1,600.00			
ACCOUNT TOTAL						244,213.00			
1104180	569310			ROD Enhancement & Preserv Fund					
000209	Toshiba US Bank	507610343	20240027	2024	2 INV P	799.96	230809	56150	Wide Path Copier
000209	Toshiba US Bank	512322389	20240027	2024	4 INV P	1,041.42	231018	59041	Wide Path Copier
000209	Toshiba US Bank	514650654	20240027	2024	5 INV P	399.98	231113	60005	Wide Path Copier
000209	Toshiba US Bank	516910270	20240027	2024	6 INV P	399.98	231208	61106	Wide Path Copier
						2,641.34			
000220	Cott Systems Inc.	153803	20240026	2024	1 INV P	2,440.00	230725	55480	Monthly Resolution
000220	Cott Systems Inc.	154333	20240026	2024	2 INV P	2,440.00	230803	55916	Monthly Resolution
000220	Cott Systems Inc.	154897	20240026	2024	4 INV P	2,440.00	231020	59119	Monthly Resolution
000220	Cott Systems Inc.	155433	20240026	2024	4 INV P	2,440.00	231009	58567	Monthly Resolution

Wayne County, NC



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR		TYP	S	CHECK RUN	CHECK	DESCRIPTION
000220 Cott Systems Inc.		156469	20240026	2024	6	INV	P	2,440.00	231206	60901 Monthly Resolution
								12,200.00		
ACCOUNT TOTAL								14,841.34		
1104180 575100		Service Charges								
000209 Toshiba US Bank		507610343*	0	2024	2	INV	P	40.00	230809	56150 Late fee
000209 Toshiba US Bank		512322389	20240027	2024	4	INV	P	40.00	231018	59041 Wide Path Copier
								80.00		
000679 CRS		09162023	0	2024	4	INV	P	15.81	231009	58568 Finance Charge
000679 CRS		10122023	0	2024	4	INV	P	16.04	231020	59120 Finance Charge
								31.85		
ACCOUNT TOTAL								111.85		
ORG 1104180 TOTAL								288,732.71		
FUND 110 General Fund		TOTAL:						288,732.71		

** END OF REPORT - Generated by Thelma Spencer **

MEMORANDUM

To: Wayne County Board of Adjustment

From: Berry Gray, Planning Director

Date: May 15, 2024

Re: Variance Request V-24-01

Item: Dimensional Variance

Parcel ID# 2681496516 and 2681496404

Property Owner: Jimmy Gardner Little and Paula Burris Little

Buck Swamp Township, 100 Little River Drive and NC Hwy 581 N

Variance Request: The Little's have requested a variance from Section 70-103(c) of the Wayne County Subdivision Ordinance in order to place a covered shelter within the required 60' setback along NC Hwy 581 N. The structure is proposed to be approximately 35' from the right of way of NC Hwy 581 N so a 25' variance is requested by the applicants. The current accessory building meets the 60' setback but a concrete pad exists adjacent to the building within the setback area. The applicant had started construction over the top of the concrete pad without permits and was notified by the Inspector.

Property Information: The property is owned by Jimmy Gardner Little and Paula Burris Little and is located in Buck Swamp Township at 100 Little River Drive which is also adjacent to NC Hwy 581 N and is listed in the Wayne County Tax Office as Parcel Number 2681496516 and 2681496404. The property is currently used for a residence and accessory structures and surrounded by other residential properties.

The property is within the following service areas:

Zoning – None

Fire – Little River

EMS – Station 2

Water Supply Watershed – Yes

Voluntary Agriculture District – None with ½ mile

Wetlands – No

Board of Commissioners District – 1

Ordinance/Statute Information: Section 70-37 of the Wayne County Subdivision Ordinance requires that a Public Hearing be held by the Board of Adjustment prior to taking action on a variance to the dimensional requirements of the Ordinance.

NC General Statute 160D-406 states that a quasi-judicial hearing is required for variance requests and that “the concurring vote of four-fifths of the board shall be necessary to grant a variance.”

The Statute also states that prior to granting a variance, the Board of Adjustment must determine that an undue hardship may result from strict compliance.

- (1) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.
- (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.
- (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

Supporting documents attached:

Area Map

Site Map

Variance Application





Wayne County, North Carolina

Petition for Zoning Variance

Date 4/17/2024

Applicant Name: Jimmy Little Telephone 919-922-2531
Address: 100 Little River Dr. Goldsboro, NC 27530

Property Owner Name: Jimmy Little Telephone: 919-922-2531
Address: 100 Little River Dr. Goldsboro, NC 27530

1. Property address or location: 100 Little River Dr. Goldsboro, NC 27530

2. Current zoning classification: Residential 60 ft setback off property line

3. Requested variance: Waiver of 60 ft. setback

4. Property legal description (metes and bounds, or if subdivided, lot, block, subdivision plat book and page number): Parcel ID: 2081494516 + 2071494404 Deed Book 3096, Page 779
See Attached Deed

5. Owner's intended use of the property in question if variance is approved: Covered storage for camper and other personal property

6. Explain in detail why you think this petition should be approved: Pre-existing concrete pad. Adjoining property is classified wetlands to the rear and highway to the side, making future development highly unlikely

7. Name and addresses of owners whose property abuts the property in question:
Steven Wasil 102 Little River Dr Goldsboro, NC 27530 - East + South
Little River Drive - North, NC Hwy 581 - West - See attached GIS map.

I certify that I, the applicant, have the consent of the owner and act on his behalf in applying for the variance to in the Wayne County Zoning Ordinance.

Date: 4/17/2024 Signature: [Signature]
Applicant
Jimmy B. Little

Report of the Zoning Enforcement Officer on the property in question: _____

Fee Paid \$ 200.00 Date 4/17/24

Date Public Hearing Scheduled _____ Time _____

Dates Public Hearing Advertised _____

Petition: Approved _____ Petition No. _____
Denied _____



Doc ID: 013280750003 Type: CRP
Recorded: 12/28/2021 at 01:47:59 PM
Fee Amt: \$576.00 Page 1 of 3
Revenue Tax: \$550.00
WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS
BK **3696** Pg **779-781**

3-26⁰⁰
REV - 550.⁰⁰

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 550.00

Parcel Identifier No. 2681496516 & Verified by _____ County on the _____ day of _____, 20____
By: 2681496404

Mail/Box to: Alex Lewis, Everett, Womble & Lawrence, LLP, 203 N. William Street, Goldsboro, NC 27530

This instrument was prepared by: Everett, Womble & Lawrence, LLP, 203 N. William Street, Goldsboro, NC 27530

Brief description for the Index: _____

THIS DEED made this 23rd day of December, 2021, by and between

GRANTOR	GRANTEE
Tod Louis Schultz and wife, Laura Rosanne Schultz 100 Little River Drive Goldsboro, NC 27530	Jimmy Gardner Little and wife, Paula Burris Little 100 Little River Drive Goldsboro, NC 27530

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Goldsboro, Buck Swamp Township, Wayne County, North Carolina and more particularly described as follows:

See Exhibit A- Legal Description incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3483/3606 page 241/856.
All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____ (Entity Name) Tod Louis Schultz (SEAL)
Print/Type Name: Tod Louis Schultz

By: _____ Laura Rosanne Schultz (SEAL)
Print/Type Name & Title: _____ Print/Type Name: Laura Rosanne Schultz

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

State of North Carolina - County or City of Wayne

I, the undersigned Notary Public of the County or City of Wayne and State aforesaid, certify that Tod Louis Schultz and wife, Laura Rosanne Schultz personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23 day of December, 2021.

My Commission Expires: September 9, 2022
(Affix Seal) Jane E. Bartlett Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal) _____ Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal) _____ Notary Public
Notary's Printed or Typed Name

Exhibit A – Legal Description

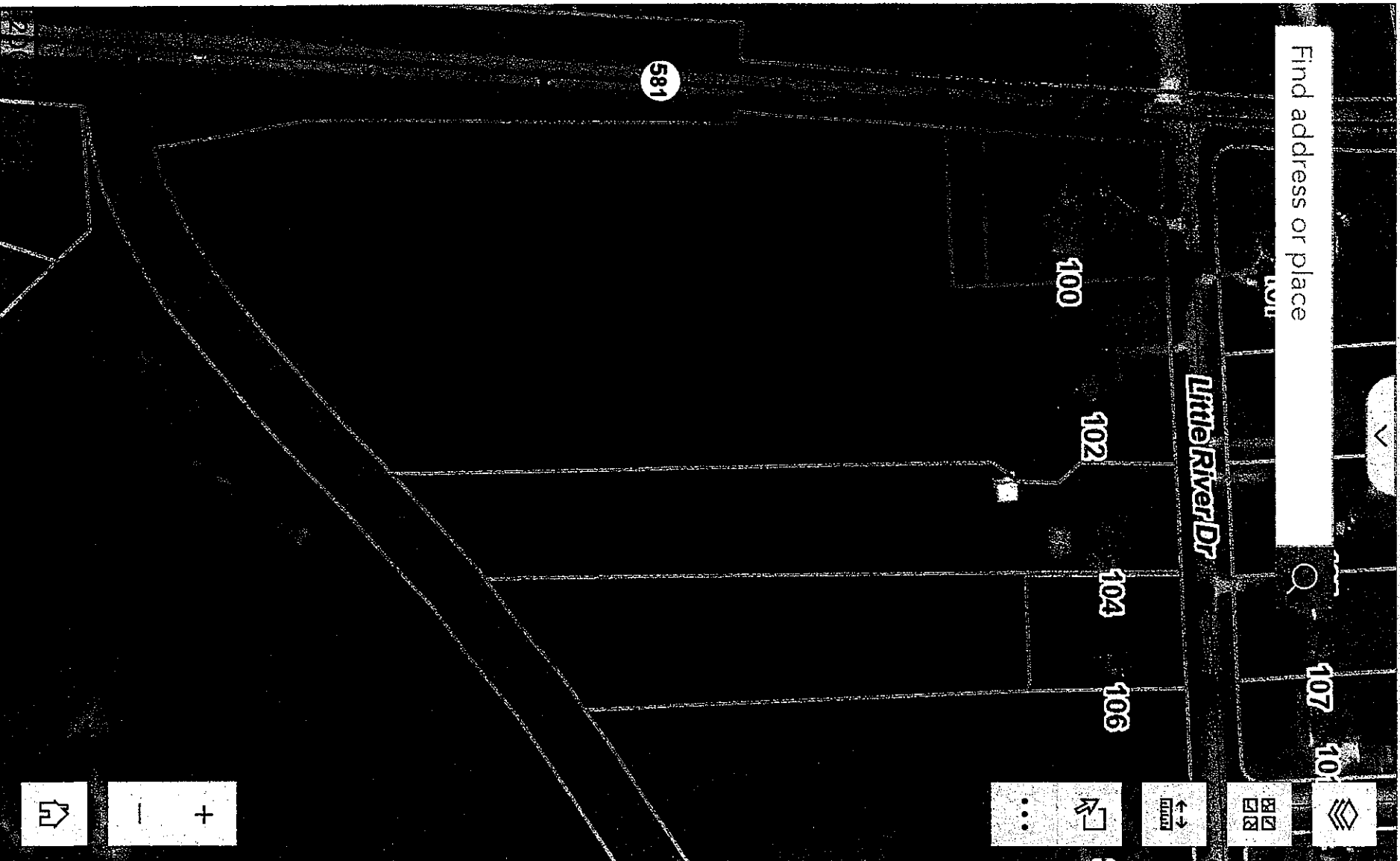
Parcel No. 1

All that tract of land containing 35.627 sq. feet more or less, being part of the property recorded in Deed Book 1088, Page 482, being in Buck Swamp Township, Wayne County, North Carolina and described by metes and bounds as follows:

Beginning at an iron stake found on the Southeastern right of way intersection of NC 581 and Little River Drive and runs thence with the Southern right of way of Little River Drive S. 87°14'51" E. 157.00 feet to an iron set, a new corner; thence with a new line of Robert F. Gillikin and wife Elizabeth H. Gillikin, Deed Book 1088, Page 482, S. 02°45'09" W. 210.00 feet to an iron stake set, a new corner; thence continued with a new line of said Gillikin N. 87°14'51" W. 182.31 feet to an iron stake set on the Eastern right of way of NC 581, a new corner; thence with the Eastern right of way of NC 581 N. 09°37'31" E. 211.52 feet to the point of beginning.

Parcel No. 2

BEGINNING at an iron stake found in the southeastern corner of the Smiley lot as described in deed Book 1338 at Page 27 and runs thence S 02 degrees 45' 09" W. 40.00 feet to an iron stake set; thence N. 87 degrees 14' 51" W. 187.13 feet to an iron stake set in the right of way of N.C. 581; thence with said right of way N. 09 degrees 37' 31" E. 40.29 feet to the southwestern corner of Smiley lot; thence with said lot S. 87 degrees 14' 51" E. 182.31 feet to the point of beginning.



DISCLAIMER: THESE PLANS, IDEAS, & CONCEPTS CONTAINED HEREIN, INCLUDING DIGITAL INFORMATION, ARE THE PROPERTY OF MK WEBER ENGINEERING AND ARE NOT TO BE COPIED, REPRODUCED, MODIFIED, OR CHANGED IN ANY FORM OR MANNER WITHOUT WRITTEN PERMISSION OF MK WEBER ENGINEERING. UNAUTHORIZED CHANGES TO THESE DRAWINGS AND WORK NOT DESCRIBED BY THESE DRAWINGS ARE NOT COVERED BY THE ENGINEER CERTIFICATION. VIOLATION OF THE COPYRIGHT LAWS MAY RESULT IN LEGAL ACTION. THESE PLANS ARE ONLY PERMISSIBLE FOR ONE USE, FOR THE ADDRESS NOTED IN THE TITLE BLOCK. UTILIZING THESE PLANS FOR ANY OTHER PROJECT AT THE SAME SITE OR ANY OTHER SITE IS NOT PERMITTED AND WILL RESULT IN LEGAL ACTION TAKEN AGAINST THE PARTY REUSING OR REPRODUCING THESE PLANS. THESE PLANS ARE NOT VALID WITHOUT A RAISED SEAL. THESE PLANS ARE NOT VALID IF ANY HANDWRITTEN INFORMATION IS PRESENT, APART FROM THE LICENSEE'S SIGNATURE.

STRUCTURAL NOTES

GENERAL

1. DESIGN CODE DATA
2018 INTERNATIONAL BUILDING CODE
ASCE 7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
AISC 360-05: SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

2. DESIGN LOADS:

ROOF DEAD LOADS: 10 PSF
ROOF LIVE LOADS: 20 PSF

3. WIND DESIGN CRITERIA

WIND LOAD: 150 MPH 3 SECOND GUST
NOMINAL DESIGN WIND SPEED: 116 MPH
INTERNAL PRESSURE COEFFICIENT: 0.0 (OPEN)
RISK CATEGORY 1 BUILDING (THIS STRUCTURE IS DESIGNED AS AN UNINHABITABLE STRUCTURE AND SHALL NOT BE CONVERTED TO A HABITABLE WITHOUT PRIOR APPROVAL FROM ENGINEER OF RECORD)
EXPOSURE CATEGORY B
BASE VELOCITY PRESSURE: 34.3 PSF

4. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON OR EXISTING STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.

COMPONENTS AND CLADDING					
DESIGN PRESSURE (LIFT)			DESIGN PRESSURE (SIDING)		
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)	
ZONE 1 max	33.4	30.7	20.0	18.4	
ZONE 2 max	31.5	27.5	20.0	18.5	
ZONE 3 max	26.9	21.5	20.0	18.9	
TRIBUTARY AREA 100 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)	
ZONE 1 max	33.4	30.7	20.0	18.4	
ZONE 2 max	33.4	27.5	20.0	18.5	
ZONE 3 max	23.4	21.5	20.0	18.9	
WALLS					
DESIGN PRESSURE			DESIGN PRESSURE		
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)	
ZONE 4	36.2	37.7	28.6	22.6	
TRIBUTARY AREA 100 SF	34.3	37.7	28.6	22.6	
ZONE 4	28.2	37.7	18.9	21.6	
ZONE 5	28.2	35.9	18.9	21.6	

BUILDING RISK CATEGORY 1 - AGRICULTURAL STORAGE STRUCTURES INTENDED ONLY FOR INCIDENTAL HUMAN OCCUPANCY, OR A DETACHED ONE & TWO FAMILY DWELLING ASSIGNED SOC A, B, OR C, OR WITH A S_g IS LESS THAN 0.4g.

5. SNOW LOAD (S)

19.00psf = Roof Snow Load 25psf = Ground Snow Load
Thermal Factor = 1.00 Snow Exposure Factor = 1.00 Snow Importance Factor = 0.80

6. SEISMIC LOAD (E)

Equivalent Lateral Force Procedure
0.35 = 0.2s Short Period Spectral Response Acceleration S(1)
0.12 = 1.0s Spectral Response Acceleration S(1)
Site Classification = D
Seismic Importance Factor = 1.00
Seismic Design Category = C
Seismic Design Short Period Acceleration, S_{ds} = 0.355
Seismic Design 1 Sec Period Acceleration, S_{d1} = 1.189
Cantilever Columns for Timber Frames, R=1.5 Transverse & Longitudinal.

Analysis Procedure: Under Section 1813 of the IBC 2018,
Earthquake Loads are not required
to be considered for a Risk Category 1 Structure.

7. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND ALL JOB SITE SAFETY.

9. VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION - DO NOT SCALE DRAWINGS.

10. CONCRETE

FOOTING AND FOUNDATION WALL 3,000 PSI @ 28 DAYS
SLAB ON GRADE 3,000 PSI @ 28 DAYS
ALL OTHER CIP CONCRETE 3,000 PSI @ 28 DAYS
CONCRETE REINFORCING STEEL 60 KSI, ASTM A615

11. FOUNDATION

- ALLOWABLE SOIL BEARING CAPACITY = 2,000 PSF FOR FOOTINGS (PRESUMPTIVE)
- GRADE AREAS IN ACCORDANCE WITH ELEVATIONS AND GRADES SHOWN ON THE SITE DRAWINGS AND AS REQUIRED FOR DRAINAGE
- ALL SLAB ON GRADE AREAS SHALL BE PROOF ROLLED. ALL SOFT SPOTS SHALL BE REMOVED AND REPLACED WITH COMPACTABLE FILL
- SLAB ON GRADE TO BE CONSTRUCTED ON A MINIMUM OF 6" OF COMPACTED GRANULAR FILL
- ALL FILL MATERIAL USED IN GRADING OPERATIONS SHALL CONSIST OF EARTH, WHICH IS FREE OF DEBRIS, BOULDERS OR ORGANIC MATERIAL. FILL SHALL BE PLACED IN MAXIMUM OF 12" LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.
- ALL FOOTINGS SHALL BEAR ON UNDISTURBED SOIL OR COMPACTED FILL HAVING A MINIMUM ALLOWABLE BEARING CAPACITY AS INDICATED ABOVE
- THE ENGINEER SHALL BE NOTIFIED IF ACTUAL FIELD CONDITIONS DO NOT MEET BEARING REQUIREMENTS OR, IF QUESTIONABLE SOIL CONDITIONS ARE DISCOVERED INCLUDING BUT NOT LIMITED TO PEAT AND OTHER HIGH ORGANIC SOILS.
- ANY FOUNDATION UNDER THE BASE FLOOD ELEVATION SHALL COMPLY W/ R322.2.2 OF THE FLORIDA BUILDING CODE & WILL PROVIDE FLOOD VENTS TO MEET THESE REQUIREMENTS.

12. STEEL

ANGLES, PLATES, AND CHANNELS 36 KSI, ASTM A36
SQUARE AND RECTANGULAR HSS 48 KSI, ASTM A500 GRADE B,
BOLTS @ RIDGE (PEAK): (2) GRADE A5, 5/8" W/ A325 BOLTS
(4) FLAT & (2) LOCK WASHERS
BOLTS @ TRUSS TO POST CONN. (2) 5/8" X 12" CARRIAGE BOLTS &
(4) 2"x2"x1/8" FLAT & LOCK WASHERS
WELDING ELECTRODES E70XX
(ALL WELDS ARE FULL PENETRATION WELDS U.N.D.)

13. WOOD

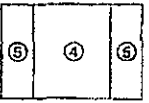
2x6 AND SMALLER SYP NO. 2 OR BETTER
MINIMUM DESIGN VALUES
F_b 1,500 PSI
F_t 825 PSI
F_v 175 PSI
F_c 585 PSI
F_c 1,500 PSI
E 1,600,000 PSI
E_{min} 560,000 PSI

6x6, 8x8 OR 10x10 WD POST TREATED SOUTHERN YELLOW PINE (SYP)
MINIMUM DESIGN VALUES
F_b 1,350 PSI
E 1,500,000 PSI

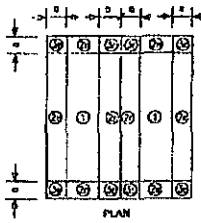
14. ROOF & WALL SHEATHING

ROOF METAL PANELS SHALL BE 26 GA. X 3'-0" WIDE w/ 5 RIBS (RECOMMENDED)
OR 29 GA. X 3'-0" WIDE w/ 5 RIBS

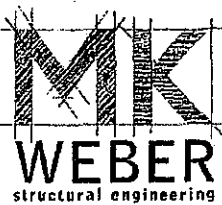
WIND ZONES



WALL
3'-0" EDGE DISTANCE



PLAN
Gable and Flat Roofs 7' < Ø < 45'



3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM

01/17/22
[Signature]

EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
NORTH CAROLINA PE #043557

DESIGNED BY: SCALE: 1/8" = 1'-0"
CHECKED BY: DATE: 01/17/22
REVISIONS: 1. 01/17/22
2. 01/17/22

NO.	DESCRIPTION	DATE
1	12-50" HSS Tube Truss Systems	
2	Blackwater Truss Systems	
3	8736 Hwy 87 N.	
4	Milton, FL 32570	

JOB NUMBER: 22007-40
DRAWN BY: DAY
CHECKED BY: MKW
PLOT DATE: 01/17/22

SHEET TITLE
GENERAL NOTES

DRAWING NUMBER
S100



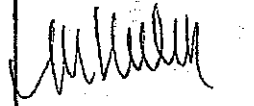
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MK

WEBER

structural engineering

3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM

8/17/22


EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
NORTH CAROLINA PE # 043557

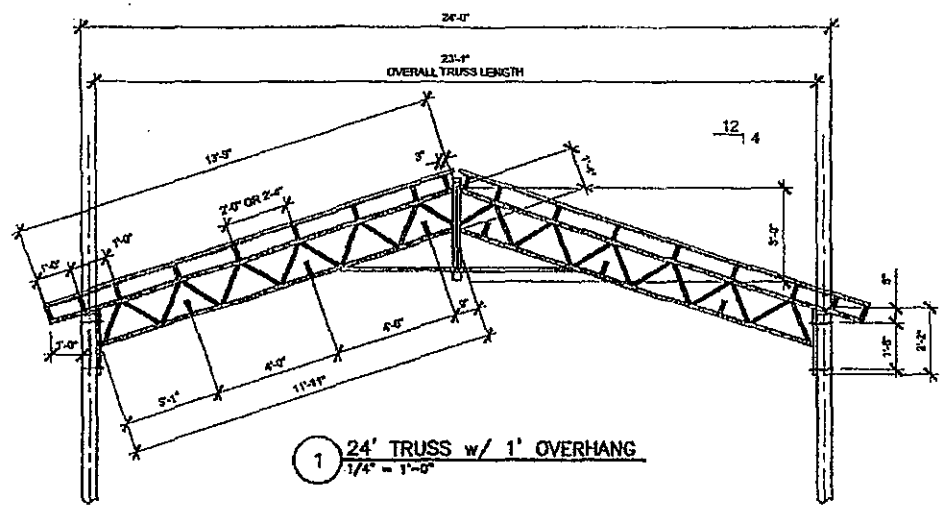
DATE	8/17/22
DESCRIPTION	12-50' HSS Tube Truss Systems
REV.	

12-50' HSS Tube Truss Systems
Blackwater Truss Systems
8736 Hwy 87 N.
Milton, FL 32570

JOB NUMBER: 22007-40
DRAWN BY: DAW
CHECKED BY: MOW
PLOT DATE: 8/17/22

SHEET TITLE
24' TRUSS PLAN

DRAWING NUMBER
S103



ALL HOLES IN CHORD & WEB ITEMS ARE 11/16" Ø, 1" FROM ENDS AND/OR CENTERED RELATIVE TO ENDS.

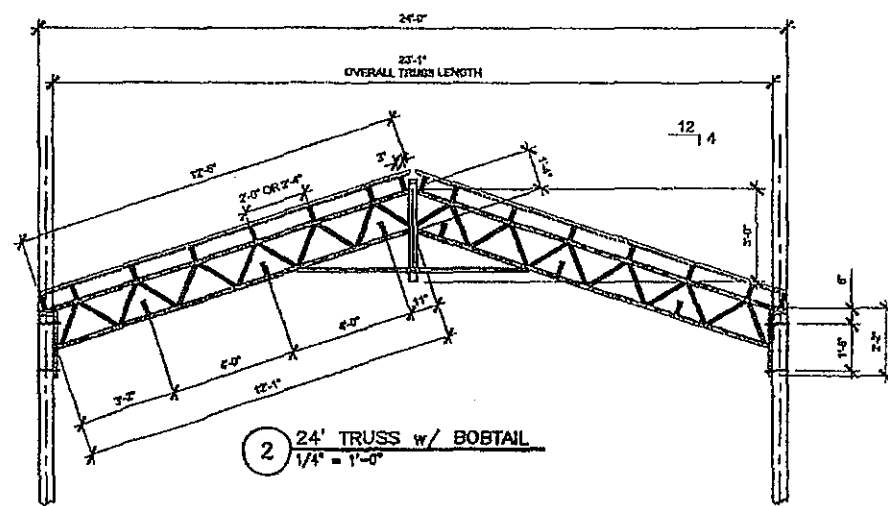
TOP CHORD SHALL BE HSS1-1/2x1-1/2x14 GA.

BOTTOM CHORD SHALL BE HSS1-1/2x1-1/2x14 GA.

DIAGONAL WEB MEMBERS SHALL BE HSS1x1x14 GA.

VERTICAL ENDS SHALL BE L1-1/2x1-1/2x3/16

RIIDGE COLLAR-TIE SHALL BE L1-1/2x1-1/2x11 GA.



MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: April 18, 2024

Re: Final Subdivision Plat Approval

Item: Drake Estates Section 5, Final
Owner/Developer: ENC Mar-Mac LLC
Surveyor: Willie G. Miller, Jr
Brogden Township, Ridge Drive (SR 1284)
Lots: 23-29, 31-42, 95, 110, 111 (22 lots)

Discussion: Drake Estates Section 5 consists of 22 lots on 12.21 acres. This phase includes the extension of Till Drive and the creation of two new cul de sac streets. The subdivision is located off Ridge Drive, just north of US Hwy 13 South. The property is located within the Approach Area Overlay District and the average lot size is 19,700 sf. Building lots will utilize public water and onsite septic. The property is shown within the Urban Transition 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:

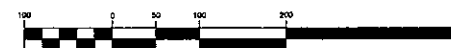
- Schools – Southern Wayne HS, Brogden and Grantham Middle and Elem
- Water – Southern Wayne Sanitary District
- Fire – Mar-Mac Fire Department
- EMS – Station 3
- Transportation – MPO
- Water Supply Watershed – Yes
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 4

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

DRAKE ESTATES, SEC. 5

BROGDEN TOWNSHIP
WAYNE COUNTY, N.C.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

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

THE 10' X 72' SIGHT TRIANGLES TAKE PRECEDENCE OVER ANY SIGN
EASEMENT

THE OWNER, DEVELOPER OR CONTRACTOR SHALL SET THE
CENTERLINE OF ANY DESIGNED ROADSIDE DITCH A MINIMUM OF 12
FEET FROM THE EXISTING OR PROPOSED EDGE OF THE PAVEMENT
ALONG ALL ROAD FRONT LOTS

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

ALL LOTS SHALL BE SERVED BY THE INTERIOR STREET SYSTEM ONLY

LINE TABLE					
LINE	LENGTH	BEARINGS			
L1	18.14	N21°17'26"W			
L2	7.84	N27°02'22"W			
L3	7.58	N27°52'22"E			
L4	51.88	S26°52'43"W			

CURVE TABLE						
CR	LENGTH	RAD	DELTA	TAN	CHD OR	CHD
C1	21.03	25.00	48°11'23"	11.18	S46°13'38"E	20.41
C2	42.05	50.00	48°11'23"	22.36	N44°23'38"W	40.82
C3	78.54	50.00	90°00'00"	50.00	N27°32'03"E	70.71
C4	78.54	50.00	90°00'00"	50.00	S67°27'53"E	70.71
C5	42.05	50.00	48°11'23"	22.36	S01°37'48"W	40.82
C6	21.03	25.00	48°11'23"	11.18	N01°37'48"W	20.41
C7	39.27	25.00	90°00'00"	25.00	S67°27'53"E	35.36
C8	39.27	25.00	90°00'00"	25.00	S22°32'05"W	35.36
C9	39.27	25.00	90°00'00"	25.00	N22°32'03"E	35.36
C10	39.27	25.00	90°00'00"	25.00	N67°27'55"W	35.36
C11	39.27	25.00	90°00'00"	25.00	S67°27'55"E	35.36
C12	39.27	25.00	90°00'00"	25.00	S22°32'05"W	35.36
C13	30.77	25.00	78°31'44"	17.68	S37°43'47"E	28.87
C14	88.13	50.00	100°59'35"	50.65	N42°24'49"W	77.16
C15	95.06	50.00	108°53'45"	70.01	N82°27'53"E	81.38
C16	35.44	50.00	40°36'20"	18.90	S42°48'04"E	34.70

MINIMUM BUILDING SETBACKS
FRONT 30'
SIDE 10'
REAR 25'
INTERSECTION CORNER 25'
NCSR 50'

AREA CALCULATED BY WGM/J
ALL BEARINGS ARE N.C. GRID
ALL DISTANCES ARE HORIZONTAL GROUND

LEGEND
EIP - EXISTING IRON PIPE
ERB - EXISTING REBAR
MNS - MAG NAIL SET
S - IRON STAKES SET ON ALL CORNERS
UNLESS OTHERWISE NOTED
AUDE - ACCESS, UTILITY & DRAINAGE EASEMENT

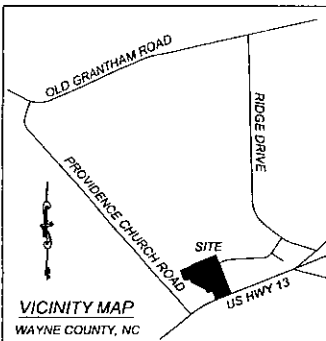
SITE DATA
TOTAL AC IN TRACT 12.21 AC
NO. OF BUILDING LOTS 22
AREA IN LOTS 9.92 AC
AVERAGE LOT SIZE 19,700 SF
AREA IN ROW 2.26 AC
AREA IN OPEN SPACE 0.00 AC
LOTS SERVICED BY COMMUNITY WATER &
INDIVIDUAL LOT SEPTIC SYSTEMS

EASEMENTS
A 15' WIDE UTILITY EASEMENT IS RESERVED
ALONG ALL RIGHT-OF-WAY IN THIS SUBDIVISION
A 5 FT. TO CREATE A 10' COMBINED EASEMENT
WITH ADJACENT LOT DRAINAGE AND UTILITY
EASEMENT IS RESERVED ALONG ALL INTERIOR LOT
PROPERTY LINES (SIDE & REAR) AND 10 FT. ALONG
ALL EXTERIOR SUBDIVISION BOUNDARY LINES. ALL
OPEN SPACES ARE AUDE

NORTH CAROLINA
PROFESSIONAL
SURVEYOR
PRELIMINARY:
FOR REVIEW ONLY
WILLIE G. MILLER, JR.

REFERENCES
D.B. 3548, PG. 795
D.B. 3548, PG. 808
P.C. L. SL. 3-G
P.C. N. SL. 5-A
P.C. N. SL. 25-A
P.C. L. SL. 28-1

SURVEYED BY
WILLIE G. MILLER, JR., PLS
PLS# 3944
PO BOX 1015
BEULAVILLE, NC 28518
PREPARATION DATE APRIL 17, 2024



VICINITY MAP
WAYNE COUNTY, NC

WAYNE COUNTY, NORTH CAROLINA

THIS MAP WAS FILED FOR REGISTRATION
AT _____ O'CLOCK _____ M. ON
THIS _____ DAY OF _____ 2024
RECORDED IN PLAT BOOK _____ PAGE _____

REGISTER OF DEEDS

ENC MAR/MAC, LLC
FUTURE DRAKE ESTATES
SECTION
D.B. 3723, PG. 610

DELAINEE TUCKER
JANE J. TUCKER JR.
PIN 257172-6560
D.B. 3481, PG. 212
P.C. O. SL. 91-C

WANDA L. TYNDALL
TERRY TYNDALL
PIN 257172-6384
D.B. 3481, PG. 208
P.C. O. SL. 91-C

CHARLES & JUANITA POWELL
PIN 257183-3199
D.B. 1810, PG. 452
P.C. L. SL. 28-1

NCGS GRID MONUMENT BROGDEN
NC GRID NAD 83 (2003)
N 511,835.40
E 2,278,151.72
COMBINED FACTOR = 0.99987084

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: May 15, 2024

Re: Final Subdivision Plat Approval

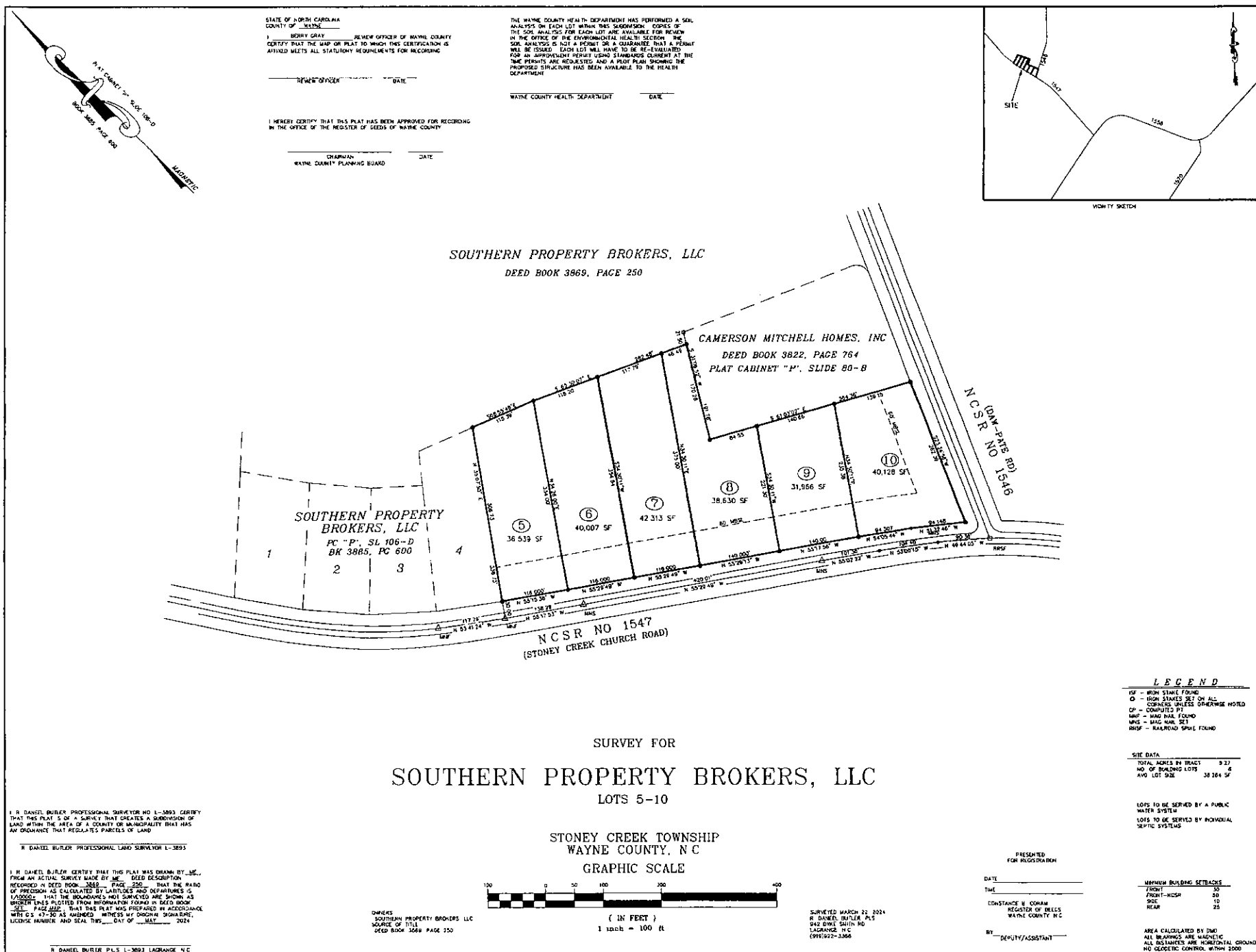
Item: Southern Property Brokers, Final
Owner/Developer: Southern Property Brokers, LLC
Surveyor: Dan Butler
Stoney Creek Township, Stoney Creek Church Road (SR 1547)
Lots 5-10 (6 lots)

Discussion: Southern Property Brokers Subdivision consists of six lots on 5.27 acres. This subdivision proposes only road front lots on Stoney Creek Church Road, near the intersection with Daw Pate Road. The property is within the CA, Conical Area, overlay district and the average lot size at 38,254 sf. Building lots will utilize public water and onsite septic. The property is shown within the Urban Transition area on the Wayne County Growth Strategies Map.

The property is located within the following service areas:

Schools – Charles B Aycock HS, Norwayne Middle, Tommys Road Elementary
Water – Belfast-Patetown Sanitary District
Fire – Patetown Fire Department
EMS – Station 5
Transportation – MPO
Water Supply Watershed – Yes
Voluntary Agriculture District – No
Wetlands – No
Board of Commissioners District – 5

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



MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: May 15, 2024

Re: Final Subdivision Plat Approval

Item: Fynloch Chase Section 4, Final

Owner/Developer: J&N Developers, LLC

Surveyor/Engineer: Dan Butler/Bryan K. Jones Consulting Engineers, PA

Nahunta Township, Governor Aycock Road (SR 1542)

Lots: 26

Discussion: Fynloch Chase Section 4 consists of 26 lots on 22.9 acres. This is the final phase and finishes out the Fynloch Chase subdivision. The subdivision is located on Governor Aycock Road, 6/10 of a mile east of US Hwy 117 N. The property is located within the RA 20 zoning area and the average lot size is 23,620sf. 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 – C.B. Aycock HS, Norwayne Middle, Fremont Elementary

Water – Belfast Patetown Sanitary District

Fire – Pikeville-Pleasant Grove Department

EMS – Station 7

Transportation – RPO

Water Supply Watershed – No

Voluntary Agriculture District – Within ½ mile

Wetlands – Yes

Board of Commissioners District – 1

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

JOHN DEVELOPERS, LLC, SHALL REMAIN RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE AND REQUIRED ROAD IMPROVEMENTS OF SUBDIVISION STREETS UNTIL: QUAPROVED/TAKEN OVER BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROADS, OR QUAPROVED/TAKEN OVER BY HOMEOWNERS ASSOCIATION FOR PRIVATE ROADS MAINTENANCE, OR PRIVATE ROAD MAINTENANCE AGREEMENT IS SIGNED AND RECORDED BY OWNERS OF EACH LOT

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

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

THE 10' X 30' SIGHT TRIANGLES TAKE PRECEDENCE OVER ANY SIGN EASEMENT

THE OWNER, DEVELOPER OR CONTRACTOR SHALL SET THE CENTERING OF ANY DESIGNED ROADSIDE DRAIN A MINIMUM OF 12 FEET FROM THE EXISTING OR PROPOSED EDGE OF THE PAVEMENT ALONG ALL ROAD FRONT LOTS

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

ALL LOT(S) SHALL BE SERVED BY THE INTERNAL STREET SYSTEM

APPROVED: DISTRICT ENGINEER DATE

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

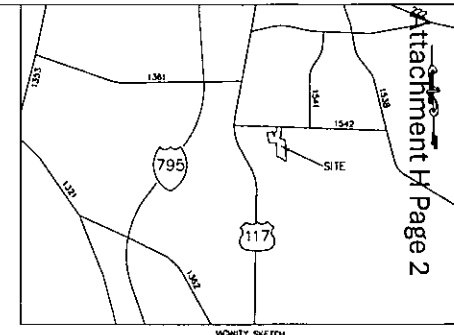
WAYNE COUNTY HEALTH DEPARTMENT DATE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF WAYNE COUNTY, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAYNE COUNTY

SHAR WAYNE COUNTY BOARD OF COMMISSIONERS DATE



CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	DISTANCE
C1	30.27	25.00	25.00	90.000°	N48°03'01"W	35.36
C2	21.03	25.00	11.18	48°17'23"	N23°02'40"E	20.41
C3	126.56	50.00	132.60	138°12'23"	S41°57'20"E	63.47
C4	76.30	50.00	47.83	157°21'19"	N48°13'19"E	88.12
C5	44.27	50.00	23.71	90°24'04"	N23°02'22"W	42.84
C6	21.03	25.00	11.18	48°17'23"	S25°08'43"E	20.41
C7	21.03	25.00	11.18	48°17'23"	S23°02'40"E	20.41
C8	42.05	50.00	22.38	48°17'23"	N23°02'40"E	40.82
C9	81.88	50.00	35.68	71°01'31"	N30°33'47"W	38.09
C10	48.81	50.00	27.10	38°31'38"	S25°28'03"E	47.85
C11	45.45	50.00	24.42	50°03'40"	S24°58'49"W	43.09
C12	42.05	50.00	22.38	48°17'23"	S25°08'43"E	40.82
C13	21.03	25.00	11.18	48°17'23"	S23°02'40"E	20.41
C14	35.77	25.00	20.00	90°00'00"	N43°54'59"E	35.36



DEVELOPER/OWNER DATE

(WE) HEREBY CERTIFY THAT I (AM/WE) ARE THE (OWNER/S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS (OWNED/TO BE OWNED) BY DEED RECORDED IN DEED BOOK 3282, PAGE 422 AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH (OUR/OURS) FREE CONSENT, ESTABLISH THE VARIOUS 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 EQUITABLE JURISDICTION OF WAYNE COUNTY

OWNER(S) DATE

CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE WAYNE COUNTY WATERSHED PROTECTION ORDINANCE FOR RECORDING IN THE REGISTER OF DEEDS OFFICE

OWNER(S) DATE

STATE OF NORTH CAROLINA
COUNTY OF WAYNE
BERRY GRAY, REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

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REVIEW OFFICER DATE

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: May 15, 2024

Re: Final Subdivision Plat Approval

Item: Creek's Edge Section 4, Final
Owner/Developer: Chris Cox, Woodcox Developments, LLC
Surveyor: Willie G. Miller
Pikeville Township, Antioch Road (SR 1535)
Lots: 6-11 and 21-33 (19 lots)

Discussion: Creek's Edge Section 3 consists of 19 lots on 12.71 acres. The subdivision is located on Antioch Road, ½ mile north of its intersection with Big Daddy's Road. The property is not located within a zoning area and the average lot size is 17,927 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 – C.B. Aycock HS, Norwayne Middle, Fremont Elementary
Water – Belfast Patetown Sanitary District
Fire – Patetown Fire Department
EMS – Station 10
Transportation – RPO
Water Supply Watershed – No
Voluntary Agriculture District – No
Wetlands – No
Board of Commissioners District – 5

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

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

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

THE 10' X 70' SIGHT TRIANGLES TAKE PRECEDENCE OVER ANY SIGN
EASEMENT

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CENTERLINE OF ANY DESIGNED ROADSIDE DITCH A MINIMUM OF 12
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ALL DRAINAGE EASEMENTS SHALL BE DEDICATED AS PUBLIC AND IT
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MAINTAIN THE DRAINAGE STRUCTURES THEREIN, SO AS TO MAINTAIN
THE INTEGRITY OF THE DRAINAGE SYSTEM AND ENSURE POSITIVE
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ALL LOTS SHALL BE SERVED BY THE INTERIOR STREET SYSTEM ONLY

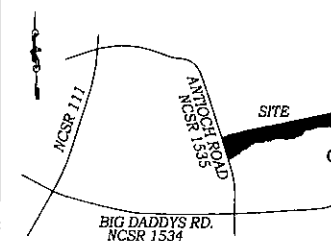
APPROVED DISTRICT ENGINEER DATE

CURVE TABLE					
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C4	120.59	50.00	138°11'23"	130.90	N01°56'57"E 93.42
C5	21.03	25.00	48°11'23"	11.16	S43°03'08"E 20.41
C6	41.64	285.00	08°22'17"	20.86	S75°13'42"W 41.80
C7	39.27	25.00	90°00'00"	25.00	S85°35'10"E 35.36
C8	39.27	25.00	90°00'00"	25.00	N04°24'50"E 35.36
C9	48.95	335.00	08°22'17"	24.52	S75°13'42"W 48.90

WAYNE COUNTY, NORTH CAROLINA

THIS MAP WAS FILED FOR REGISTRATION
AT _____ O'CLOCK _____ M. ON
THIS _____ DAY OF _____, 2024
RECORDED IN PLAT BOOK _____ PAGE _____

REGISTER OF DEEDS



VICINITY MAP

WAYNE COUNTY,
NORTH CAROLINA

MINIMUM BUILDING SETBACKS
FRONT 30'
SIDE 10'
REAR 25'
INTERSECTION CORNER 25'
NCSR 60'

AREA CALCULATED BY WGMJ
ALL BEARINGS ARE N.C. GRID
ALL DISTANCES ARE HORIZONTAL GROUND

LEGEND

EIP - EXISTING IRON PIPE
ERB - EXISTING REBAR
MMS - MAG NAIL SET
O - IRON STAKES SET ON ALL CORNERS
UNLESS OTHERWISE NOTED
AUDE - ACCESS, UTILITY & DRAINAGE BASEMENT
SITE DATA

TOTAL AC IN TRACT	12.71 AC
NO. OF BUILDING LOTS	18
AREA IN LOTS	7.82 AC
AVERAGE LOT SIZE	18,923 SF
AREA IN MAIL ROOMS	0.11 AC
AREA IN ROW	1.35 AC
AREA IN OPEN SPACE	4.43 AC

LOTS SERVED BY COMMUNITY WATER &
INDIVIDUAL LOT SEPTIC SYSTEMS

A 10' WIDE UTILITY EASEMENT IS RESERVED ALONG ALL
RIGHT-OF-WAYS IN THIS SUBDIVISION
A 5' FT DRAINAGE AND UTILITY EASEMENT IS RESERVED
ALONG ALL INTERIOR PROPERTY LINES AND 10' FT ALONG
ALL EXTERIOR SUBDIVISION BOUNDARY LINES. ALL OPEN
SPACES ARE AUDE



I, WILLIE G. MILLER, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION
(DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ ETC.) OTHER:
THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND
DEPARTURES IS 1:10000, THAT THE BOUNDARIES NOT SURVEYED ARE
SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK
PAGE _____ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH
G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION
NUMBER AND SEAL THIS _____ DAY OF _____, A.D. _____

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN
FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF WAYNE COUNTY,
NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING
IN THE OFFICE OF THE REGISTER OF DEEDS OF WAYNE COUNTY

CHAIRPERSON WAYNE COUNTY BOARD OF COMMISSIONERS DATE

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, BERRY GRAY, REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THE MAP
OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING

REVIEW OFFICER

DATE

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 THE ENVIRONMENTAL
HEALTH SECTION. THE SOIL ANALYSIS IS NOT A PERMIT OR A GUARANTEE THAT
A PERMIT WILL BE ISSUED. EACH LOT WILL HAVE TO BE RE-EVALUATED FOR AN
IMPROVEMENT PERMIT USING STANDARDS CURRENT AT THE TIME PERMITS ARE
REQUESTED AND A PLOT PLAN SHOWING THE PROPOSED STRUCTURE HAS BEEN
AVAILABLE TO THE HEALTH DEPARTMENT

WAYNE COUNTY HEALTH DEPARTMENT

DATE

I, WE, WOODCOCK DEVELOPMENT, LLC, CHRISTOPHER COX, MANAGER
MEMBER, AM I/ARE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE
AND REQUIRED ROAD IMPROVEMENTS OF SUBDIVISION STREETS UNTIL
A) APPROVED/TAKEN OVER BY NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION FOR PUBLIC ROADS, OR
B) APPROVED/TAKEN OVER BY HOMEOWNERS ASSOCIATION FOR PRIVATE
ROADS MAINTENANCE, OR
C) PRIVATE ROAD MAINTENANCE AGREEMENT IS SIGNED AND RECORDED BY
OWNERS OF EACH LOT

OWNER(S)

DATE

I (WE) HEREBY CERTIFY THAT I (AM/WE ARE) THE OWNER(S) OF THE PROPERTY
SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME(US) BY DEED
RECORDED IN DEED BOOK 3763, PAGE 406, 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 REGULATIONS JURISDICTION OF WAYNE COUNTY

SURVEY REFERENCES
DEED BOOK 3763, PG. 406
PLAT BOOK P, SLIDE 368
PLAT BOOK P, SLIDE 71-H

SURVEYED BY
WILLIE G. MILLER, JR., PLS
PLS 3844
PO BOX 1015
BEULAVILLE, NC 28518
PREPARATION DATE JULY 21, 2023

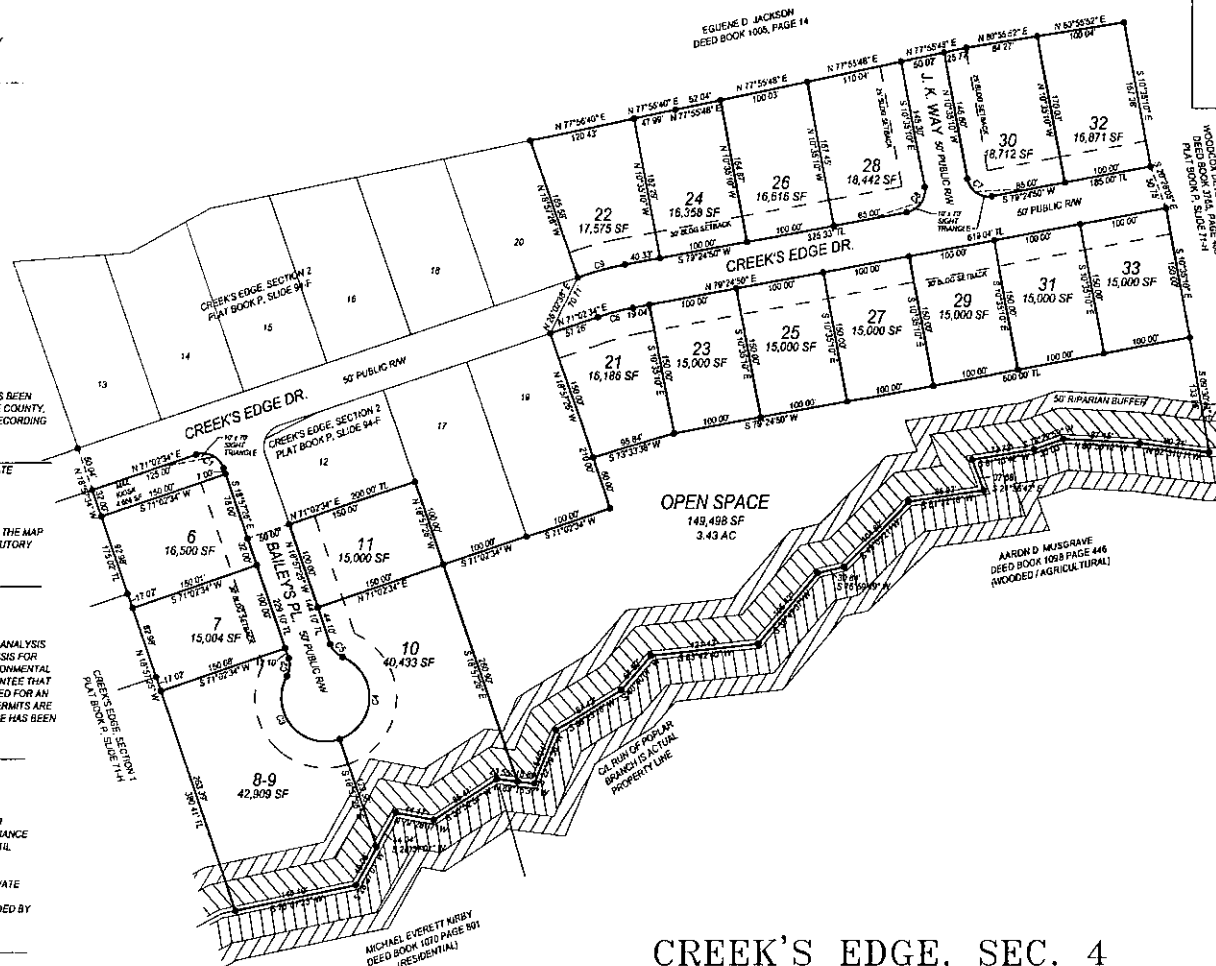
OWNER / DEVELOPER
WOODCOCK DEVELOPMENT, LLC
104 THORN OAKS PL
GOLDSPRING, NC 27530

CREEK'S EDGE, SEC. 4

PIKEVILLE TOWNSHIP
WAYNE COUNTY, N.C.
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: May 5, 2024

Re: Case A-24-01; Fire Hydrant Amendment

Background: The Subdivision Ordinance requires that fire hydrants be placed within a subdivision and that all lots should be within 500' of a hydrant. The Planning Board is requesting that the Board of Commissioners amend the Ordinance to require that a hydrant be placed at the entrance of the subdivision. The Planning Board stated that having a hydrant at the entrance would be beneficial for fire protection.

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. 70-105. - Utilities.

(4) Lots within subdivisions which use a public water supply shall be within 500 feet of a fire hydrant. **A fire hydrant shall be installed on the right hand side of the ingress at the intersection of the existing state road and the subdivision street.** The installation of any new hydrant shall be at subdivider's expense. All fire hydrants shall be placed on a six-inch or larger water main. Water systems shall be designed to encourage expansion. Minor subdivisions may be excluded from this plan with the approval of the county board of commissioners.

**County of Wayne
Tax Administration**

P.O. Box 227
P.O. Box 1495 (Collections)
Goldsboro, NC 27533



Assessor: 919-731-1461
Collections: 919-731-1478
Mapping: 919-731-1585
Fax: 919-731-1594

May 16, 2024

To: Wayne County Commissioners

From: Wayne County Tax Department

Refund: Flying Pigs LLC
PO Box 277
Kinston, NC 28502

Amount: \$9,082.38

Reason: Aircraft is listed in Duplin County, not Wayne

NOTICE OF PUBLIC HEARING
NORTH CAROLINA
WAYNE COUNTY

Notice is hereby given that the Wayne County Board of Commissioners will hold a public hearing on June 18, 2024 at 9:30 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC, 27530. The purpose of the public hearing is to receive public comments regarding an economic incentive grant to Project Blend and the sale of 28.03 acres valued at \$2,803,000 located at 505 Gateway Drive, Goldsboro, NC 27534. The Board of Commissioners will consider the sale of the property for the purchase price of \$40,000 an acre and a \$1,000,000 incentive grant payable over ten (10) years in exchange for the company's commitment to invest a total of \$36,400,000 in capital improvements and create 16 jobs in Wayne County.

All interested parties are invited to attend this public hearing and be heard. Written comments may be made in advance to the following:

Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners
P.O. Box 227
Goldsboro, NC 27533-0227
919-731-1445
carol.bowden@waynegov.com

This the 4th day of June, 2024.

Carol Bowden
Wayne County Clerk to the Board

**NORTH CAROLINA
WAYNE COUNTY**

**JOINT RESOLUTION BETWEEN THE WAYNE COUNTY BOARD OF
COMMISSIONERS AND THE WAYNE COUNTY BOARD OF EDUCATION
COMMITTING SEVEN MILLION DOLLARS IN STATE CAPITAL AND
INFRASTRUCTURE GRANT FUNDING FOR WAYNE COUNTY PUBLIC SCHOOL
CAPITAL PROJECTS**

WHEREAS, SL 2021-180 appropriated \$20,000,000 to Wayne County as a special appropriation block grant; and

WHEREAS, on December 7, 2021, the Wayne County Board of Education and the Wayne County Board of Commissioners passed a joint resolution committing a \$20,000,000 block grant towards for renovations to Rosewood Middle School or a replacement facility; and

WHEREAS, the Wayne County Board of Education hired Davis Kane Architects, PA to study the feasibility of renovating the current Rosewood Middle School; and

WHEREAS, the Wayne County Board of Education approved a renovation plan for Rosewood Middle School and directed Davis Kane Architects to begin design services; and

WHEREAS, SL 2023-134 appropriated a \$7,000,000 State Capital and Infrastructure Grant ("SCIF Grant") to Wayne County; and

WHEREAS, preliminary construction estimates indicate that renovations to Rosewood Middle School will exceed the initial \$20,000,00 allocated to Wayne County in SL 2021-180; and

WHEREAS, the athletic tracks at Rosewood High School and Southern Wayne High School are in need of repair or replacement; and

WHEREAS, the concession stand at the Charles B. Aycock High School football field is in need of renovation; and

WHEREAS, both parties agree it is prudent to use the \$5,325,000 SCIF Grant towards the Rosewood Middle School project and the remaining funds for repair or replacement athletic facilities at Charles B. Aycock High School, Rosewood High School, and Southern Wayne High School; and

WHEREAS, both the Wayne County Board of Commissioners and the Wayne County Board of Education acknowledge the leadership and tireless work of Representative John Bell, Representative Jimmy Dixon, and Senator Buck Newton in obtaining funds for Wayne County Public Schools.

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

1. That \$5,325,000 of funding from the SL 2023-134 SCIF Grant be used for renovations to Rosewood Middle School.
2. That the SCIF Grant will be in addition to the \$20,000,000 block grant which the parties already committed to the Rosewood Middle School project.
3. That the Boards will continue to work together on the Rosewood Middle School project to ensure efficient use of state funds and to identify additional funding sources to complete the project if necessary.
4. That \$750,000 of funding from the SL 2023-134 SCIF Grant will be used for repair or replacement of athletic track at Rosewood High School.
5. That \$750,000 of funding from the SL 2023-134 SCIF Grant will be used for repair or replacement of athletic track at Southern Wayne High School.
6. That \$175,000 of funding from the SL 2023-134 SCIF Grant will be used for renovation of the concession stand at the Charles B. Aycock athletic field.
7. Any unused funds from the three enumerated projects at Southern Wayne High School, Rosewood High School, and Charles B. Aycock High School shall be used to supplement the funds for the renovations or replacement project at Rosewood Middle School.
8. That appreciation is given to the Wayne County legislative delegation for obtaining funding for this much needed project which will benefit the children of Wayne County.

PASSED AND ADOPTED THIS THE 4TH DAY OF JUNE 2024.

WAYNE COUNTY BOARD OF COMMISSIONERS


Chris Gurley, Chairman

ATTEST:


Carol Bowden, Clerk to the Board



PASSED AND ADOPTED THIS THE 3RD DAY OF JUNE 2024.

WAYNE COUNTY BOARD OF EDUCATION

Craig Foucht, Chairman

ATTEST:

Dr. Marc Whichard, Secretary

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2024-14: A RESOLUTION GRANTING AUTHORIZATION TO
WETZEL PYROTECHNICS TO DISCHARGE PYROTECHNICS IN THE TOWN OF
SEVEN SPRINGS ON JULY 6, 2024**

WHEREAS, the Board of Commissioners of Wayne County has received a request from Wetzel Pyrotechnics for permission for pyrotechnics to be exhibited, used, and discharged in a safe and proper manner under the supervision of experts for a fireworks celebration on July 6, 2024, in the Town of Seven Springs, North Carolina, as provided by North Carolina General Statute 14-410; and

WHEREAS, it is the intention of Wetzel Pyrotechnics to use said display in a public celebration in the Town of Seven Springs with the fireworks being discharged from SR 1731 bridge across the Neuse River; and

WHEREAS, it appears to the Wayne County Board of Commissioners that a permit to use pyrotechnics should be given for such celebration as provided by North Carolina General Statutes 14-410 and 14-413; and

WHEREAS, contingent upon the Wayne County Inspections Department approval of the fireworks display and show plan for Wetzel Pyrotechnics located at the Town of Seven Springs, North Carolina on July 6, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Board of Commissioners that Wetzel Pyrotechnics is hereby given permission to use pyrotechnics under the supervision of an expert at their public celebration to be held on July 6, 2024, contingent upon the individual or entity who will use, handle or discharge the pyrotechnics providing to the Clerk to the Wayne County Board of Commissioners a Certificate of Registration, which will be effective on July 6, 2024, proof of insurance as required by statute and the proper permits through the County of Wayne, and contingent on the approval of the Wayne County Inspections Department.

This the 4th day of June, 2024.



Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest: 

Carol Bowden
Clerk to the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

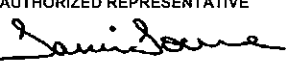
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No): 308-382-7109
	E-MAIL ADDRESS: kwolfe@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: SCOTTSDALE INS CO	
	INSURER B:	
INSURED Kevin Wetzel Wetzel Pyrotechnics 125 Eagleton Circle Moyock NC 27958	NAIC # 41297	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1808963736 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		CPS4056696	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Event Date: 7-6-2024
 Location 301 W Spring St Seven Springs NC 28578

CERTIFICATE HOLDER Town of Seven Springs 301 W Spring St Seven Springs NC 28578	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.
Additional Premium is Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

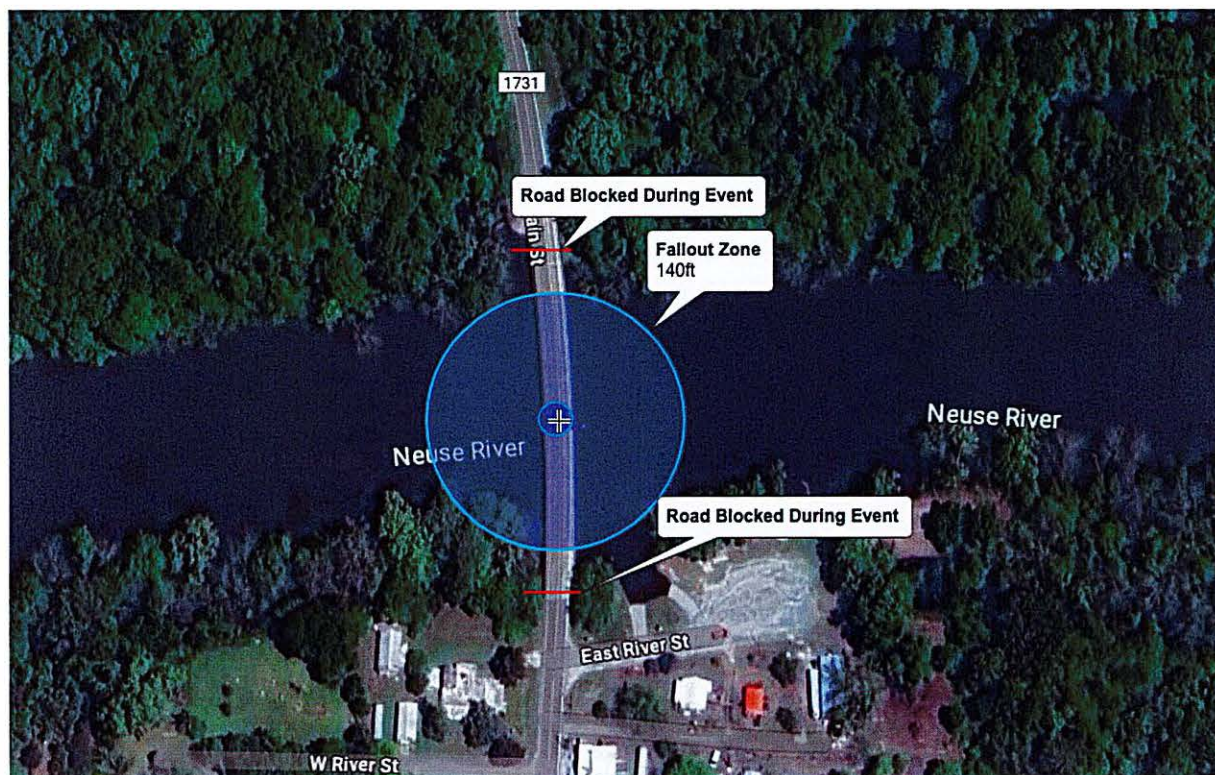
When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

Show Sheet Seven Springs

7-6-2024



Product List

12 1.4 Cakes

8 1.3 Cakes

60 2" Finale Chains

Shooter

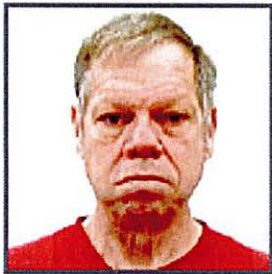
Holder's Full Name: Dennis Keith Lewis

Business Name: Hale Artificier, Inc.

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****5357



License Number: 1124

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 01/24/2025

Attachment N Page 8

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number
1-NC-053-50-5E-01022

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
May 1, 2025

Name
KEVIN EUGENE WETZEL

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**125 EAGLETON CIR
MOYOCK, NC 27958-**

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

KEVIN EUGENE WETZEL
125 EAGLETON CIR
MOYOCK, NC 27958-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete KEVIN EUGENE WETZEL-125 EAGLETON CIR-27958-1-NC-053-50-5E-01022-May 1, 2025-50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: KEVIN EUGENE WETZEL

Business Name:

License/Permit Number: 1-NC-053-50-5E-01022

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: May 1, 2025

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

**Kevin Wetzel
Wetzel Pyrotechnics**

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Verify the site meets all distance requirements of NFPA1123 at a minimum. Add additional buffer to account for conditions.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged or broken is not to be used in the display.
- F. All mortar racks are to be setup and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric Firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric Firing) Once all materials are setup, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

2. Termination and Emergency Procedures

- A. If, at any time before, or during the discharge of a display, there arises a condition that adversely affects the firing or completion of the display, the operator will IMMEDIATELY halt the display, until such a time that the condition can be either corrected, or deleted from the program.
 - 1. The AHJ will also have the authority to halt the display, should any such condition arise.
 - 2. Communications between the operator and the AHJ will be necessary to provide for the continuation of the display (if halted).

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Kevin Wetzel
919-441-7353

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Wetzel Pyrotechnics**

- B. If there is a weather-related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the operator is to cancel the display, and the Rain Date option will be considered.
 - 1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
 - 2. Any materials that do become wet shall not be used and are to be placed into regulation cartons and returned to ATF approved storage.
- C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent unintentionally towards the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.
 - 1. The safety of the spectators is the primary concern, and the operator is to ensure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks or dropping that part of the display will be done before resuming any firing.
 - 2. A situation of this nature could cause the rest of the display to be postponed or cancelled with the communication and cooperation of the AHJ.
 - 3. Identification of the errant materials and/or equipment is to be documented in the operators after display report.
 - 4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.
- D. Ingress and Egress routes are always to be maintained and are to remain clear for emergency vehicles and personnel.
 - 1. Should there be any reason to need such access, the operator shall halt all firing, and suspend the display.
 - 2. The operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

- A. Once the display has been completed, the operator will make the determination to break down the display equipment when s/he finds all conditions safe to do so.
 - 1. The operator and assistances will allow a minimum of 30 minutes for a “cool-down” period, once the display is completed.
 - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
 - b. Once all racks and equipment have been cleared, the operator will approve the break down of the display.

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2. Misfired Materials
 - a. Identify any and all misfired materials.
 - b. Ensure that there are no ignition hazards present before handling. All sparks are to be extinguished, E-matches should be disconnected and shunted, and then may be carefully removed and stored.
 - c. Carefully remove materials from the discharge area.
 - d. Place materials into regulation carton, and transport back to approved ATF storage.
 - e. Record misfires in the operator's display report
- B. The operator will assist the AHJ in conducting the post display inspection and sign off on any documentation the AHJ may require.
- C. Once the inspection is completed, the operator may clear the on-duty Fire Department personnel.
- D. The entire discharge area and fallout zones are to be inspected to ensure there are no duds, misfires, or any other materials left on the display site. A full site check will also be performed early the following morning.
- E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.

A copy of the operators after display report will be provided to the local fire code official if requested.

Revision Date 02/11/2016

Revision 1



Safety Data Sheet

SECTION 1: IDENTIFICATION

Product Name	Firewire Initiators
Identifier Uses	No specific first aid measures noted.
Supplier	MJC Technologies Inc. 836 Camden Avenue Blackwood, NJ 08012 Tel: 856-228-6118
Contact Person	info@electricmatch.com
Emergency Telephone	1-352-323-3500 Contract # 100588

SECTION 2: HAZARDS IDENTIFICATION

Appearance	Solid. Medium brown colored bead of pyrotechnic composition on a copper-clad chip with two PVC insulated connecting wires of various lengths. Red or blue lacquer coating on igniter head.
Color	Medium brown colored.
Odor	No odour information available.

Pictogram(s)



Signal Word	Danger
Hazard Statements	H204 Fire or projection hazard. H302 Harmful if swallowed. H332 Harmful if inhaled. H351 Suspected of causing cancer . H361 Suspected of damaging fertility or the unborn child . H372 Causes damage to organs [*] through prolonged or repeated exposure [*].
Precautionary Statements	P201 Obtain special instructions before use. P210 Keep away from heat/ sparks/open flames/hot surfaces. — No smoking. P250 Do not subject to grinding/ shock/[*]/friction. P260 Do not breathe dust/fume/ gas/mist/vapours/spray. P264 Wash hands thoroughly after handling. P270 Do not eat, drink or smoke when using this product. P271 Use only outdoors or in a well-ventilated area. P281 Use personal protective equipment as required. P301 + P312 IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. P308 + P313 IF exposed or concerned: Get medical advice/ attention. P334 Immerse in cool water/wrap in wet bandages. P370 + P380 In case of fire: Evacuate area.

P373 DO NOT fight fire when fire reaches explosives.

P374 Fight fire with normal precautions from a reasonable distance.

P405 Store locked up.

Contains	orange lead
GHS Classification	
Physical and Chemical Hazards	Expl. 1.4 - H204
Human Health	Acute Tox 4 - H302, Acute Tox 4 - H332, Carc. 2 - H351, Repr. 2 - H361, STOT RE 1 - H372,
Environment	Not classified
OSHA Regulatory Status	This product is Hazardous under the OSHA Hazard communication Standard.
Inhalation	Inhalation of large amounts of igniter heads may cause respiratory discomfort.
Ingestion	Harmful if swallowed.
Skin contact	Thermal burns to the skin caused by accidental ignition of igniters. Not absorbed through the skin.
Eye contact	Thermal burns to the eyes caused by accidental ignition of igniters .
Routes of Exposure	No Information available.
Other Hazards	Not applicable.

SECTION 3: Composition/Information on Ingredients

Name	Product Identifier	GHS Classification	%
boron	CAS-No.: 7440-42-8 EC No.: 231-151-2		10-30%

Composition Comments Chemical names/ identifiers have been removed without affecting the overall safety information on the Safety Data Sheet.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General Information	CAUTION! First aid personnel must be aware of own risk during rescue! Remove victim immediately from source of exposure. Provide rest, warmth and fresh air. Burns must be treated by doctors. Place unconscious person on the side in the recovery position and ensure breathing can take place. If heart stops, heart-compression must be carried out. In case of accidents: Call an ambulance immediately! Show the MSDS.
Inhalation	If this product is inhaled and symptoms occur, move the exposed person to fresh air promptly. Seek medical attention if symptoms persist.
Ingestion	Get medical attention immediately. Do NOT induce vomiting. If victim is conscious and alert, wash out mouth with water then give water. Never give anything by mouth to an unconscious person. If vomiting occurs spontaneously, keep airway clear.
Skin contact	Remove all contaminated clothes and footwear immediately unless stuck to skin. Drench the affected skin with running water for 10 minutes or longer if substance is still on skin. Transfer to hospital if there are burns or symptoms of poisoning. Consult a doctor.
Eye contact	Do not rub eye. Make sure to remove any contact lenses from the eyes before rinsing. Promptly wash eyes with plenty of water while lifting the eye lids. Get medical attention immediately. Continue to rinse. Continue to rinse for at least 15 minutes.

Most important symptoms and effects, both acute and delayed

General Information	The severity of the symptoms described will vary dependant of the concentration and the length of exposure.
Inhalation	Inhalation of large amounts of igniter heads may cause respiratory discomfort.
Ingestion	Harmful if swallowed.
Skin contact	Thermal burns to the skin caused by accidental ignition of igniters. Not absorbed through the skin.
Eye contact	Thermal burns to the eyes caused by accidental ignition of igniters .
Routes of Exposure	No Information available.

Most important symptoms and effects, both acute and delayed

Notes To The Physician	Treat Symptomatically.
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SECTION 5: Firefighting Measures

Auto Ignition Temperature (°C)	No Information available.
Flammability Limit - Lower(%)	No Information available.
Flammability Limit - Upper(%)	No Information available.
Flash point	No Information available.
Extinguishing Media	Use fire-extinguishing media appropriate for surrounding materials.
Hazardous combustion products	Smoke contains Boron and Titanium.
Unusual Fire & Explosion Hazards	Burning igniters will project sparks several feet and can cause secondary fires. Igniters may rupture a container if ignited under confinement. Igniters may be ignited by extreme impact, friction or electrostatic discharge.
Special Fire Fighting Procedures	If possible, fight fire from protected position. Avoid breathing fire vapours. Keep up-wind to avoid fumes. Ventilate closed spaces before entering them. Containers close to fire should be removed immediately or cooled with water. Use water spray to cool container and prevent rupture.
Protective equipment for fire-fighters	Fire fighters should wear full protective equipment, including a self-contained breathing apparatus. Water should be used to cool surrounding containers.

SECTION 6: Accidental Release Measures

Personal Precautions	Use proper personal protection (refer to Section 8).
Environmental Precautions	Run off from fire control or dilution water may cause pollution. Keep out of drains, municipal sewers, open bodies of water and water course.
Spill Clean Up Methods	Sweep up and shovel. Contain spillage, and then collect with an electrically protected vacuum cleaner or by wet-brushing and place in container for disposal according to local regulations (see section 13). Keep in suitable, closed containers for disposal.

SECTION 7: Handling and Storage

Handling	Read and follow manufacturer's recommendations. Do not handle broken packages without protective equipment. Avoid spilling, skin and eye contact. Do not use contact lenses. Keep away from heat, sparks and open flame. Take precautionary measures against static discharges when there is a risk of dust explosion.
Usage Description	Use only according to directions.
Storage Precautions	Store igniters in accordance with local, state and federal regulations. Keep dry and avoid temperatures above 120 degree F. Store in closed container away from incompatible materials, sunlight and heat to prolong shelf life. Minimize exposure in accordance with good hygiene practices. Keep out of reach of children. Keep away from food and drink. Containers opened must be resealed and kept upright. Do not store in unlabelled containers.
Specific End Use(s)	Igniter.

SECTION 8: Exposure Controls/Personal Protection

Protective Equipment



Ingredient Comments	No occupational exposure limits noted for the ingredients(s).
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Process Conditions Engineering Measures Respiratory Equipment Hand Protection

Ensure that eye flushing systems and safety showers are located close to the working place. Provide adequate ventilation.

If ventilation is inadequate use a suitable respirator.

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. Handle with gloves. Gloves must be inspected prior to use. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product. Due to risk of fire, leather footwear and cotton clothing should never be used. Long sleeved shirt, trousers, rubber boots, rubber gloves, and rubber apron.

Eye Protection

Use equipment for eye protection tested and approved under appropriate government

Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke. Take off immediately all contaminated clothing. Avoid contact with skin, eyes and clothing.

SECTION 9: Physical and Chemical Properties

Information on Basic Physical and Chemical Properties

Appearance	Solid. Medium brown colored bead of pyrotechnic composition on a copper-clad chip with two PVC insulated connecting wires of various lengths. Red or blue lacquer coating on igniter head.
Color	Medium brown colored.
Odor	No odour information available.
Odor Threshold - Lower	No Information available.
Odor Threshold - Upper	
pH-Value, Conc. Solution	No Information available.
pH-Value, Diluted Solution	No Information available.
Melting point	No Information available.
Initial boiling point and boiling range	No Information available.
Flash point	No Information available.
Evaporation rate	No Information available.
Flammability State	No Information available.
Flammability Limit - Lower(%)	No Information available.
Flammability Limit - Upper(%)	No Information available.
Vapor pressure	No Information available.
Vapor Density (air=1)	No Information available.
Relative density	No Information available.
Bulk Density	No Information available.
Solubility	No information available.
Decomposition temperature	No Information available.
Partition coefficient; n-octanol/water	No Information available.
Auto Ignition Temperature (°C)	No Information available.
Viscosity	No Information available.
Explosive Properties	Bead of pyrotechnic composition on a copper-clad chip with two PVC insulated connecting wires of various lengths.
Oxidizing Properties	No Information available.
Molecular Weight	No Information available.
Volatile Organic Compound	No Information available.

SECTION 10: Stability and Reactivity

Reactivity	Reaction with heat, acids and reducing agents.
Stability	Stable under normal temperature conditions and recommended use.
Hazardous Polymerisation	Will not polymerise.
Hazardous Decomposition Products	Smoke contains oxides of Boron and Titanium.
Conditions to Avoid	Avoid contact with strong oxidisers. Avoid heat, flames and other sources of ignition.
Materials to Avoid	Keep away from strong acids. Keep away from strong reducing agents and strong oxidising agents.

SECTION 11: Toxicological Information

Toxicological Information	No toxicological information for the overall finished product.
Acute Toxicity (Oral LD50)	No Information available.
Acute Toxicity (Dermal LD50)	No Information available.
Acute Toxicity (Inhalation LC50)	No Information available.
Skin Corrosion/Irritation	No Information available.
Respiratory Sensitisation	No Information available.
Skin Sensitisation	No Information available.
Reproductive Toxicity:	No Information available.
Germ Cell Mutagenicity:	
Genotoxicity - In Vitro	
Genotoxicity - In Vivo	
Carcinogenicity:	
Carcinogenicity	No Information available.
NTP - Carcinogenicity	The product and its components are not listed.
OSHA - Carcinogenicity	The product and its components are not listed.
IARC Carcinogenicity	The product and its components are not listed.
Specific Target Organ Toxicity - Single Exposure:	
STOT - Single Exposure	No Information available.
Specific Target Organ Toxicity - Repeated Exposure:	
STOT - Repeated Exposure	No Information available.

SECTION 12: Ecological Information

Ecotoxicity	The product does pose an environmental hazard.
Acute Toxicity - Fish	No Information available.
Acute Toxicity - Aquatic Invertebrates	No Information available.
Acute Toxicity - Aquatic Plants	No Information available.
Degradability	There are no data on the degradability of this product.
Bioaccumulative Potential	No data available on bioaccumulation.
Mobility	No information available.
Results of PBT and vPvB Assessment	No information available.
Other Adverse Effects	No information available.

SECTION 13: Disposal Considerations

Waste Management	When handling waste, consideration should be made to the safety precautions applying to handling of the product.
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SECTION 14: Transport Information

UN Number

UN No. (DOT/TDG)	UN454
UN No. (IMDG)	UN454
UN No. (IATA)	UN0454

Proper Shipping Name

DOT/TDG Proper Shipping Name	IGNITERS
IMDG Proper Shipping Name	IGNITERS
IATA Proper Shipping Name	Igniters

Transport Hazard Class(es)

DOT/TDG Class	1.4
IMDG Class	1.4 S
IATA Class	1.4S

Transport Labels**Packing Group(s)**

DOT Packing Group	<none>
IMDG Packing Group	-
IATA Packing Group	<none>

Special Precautions for User

EMS	F-B, S-X
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Environmentally Hazardous Substance/Marine Pollutant

ADR	No
IMDG	No
IATA	No

SECTION 15: Regulatory Information

US Federal Regulations**SARA Section 302 Extremely Hazardous Substances Tier II Threshold Planning Quantities**

The Following ingredients are listed None Listed.

CERCLA/Superfund, Hazardous Substances/Reportable Quantities (EPA)

The Following ingredients are listed None Listed.

SARA Extremely Hazardous Substances EPCRA Reportable Quantities

The Following ingredients are listed None Listed.

SARA 313 Emission Reporting

The Following ingredients are listed None Listed.

CAA Accidental Release Prevention

The Following ingredients are listed None Listed.

OSHA Highly Hazardous Chemicals

The Following ingredients are listed None Listed.

US State Regulations

California Proposition 65 Carcinogens and Reproductive Toxins

The Following ingredients are listed None Listed.

California Air Toxics "Hot Spots" (A-I)

The Following ingredients are listed None Listed.

California Air Toxics "Hot Spots" (A-II)

The Following ingredients are listed None Listed.

Massachusetts "Right To Know" List

The Following ingredients are listed None Listed.

Rhode Island "Right To Know" List

The Following ingredients are listed None Listed.

Minnesota "Right To Know" List

The Following ingredients are listed None Listed.

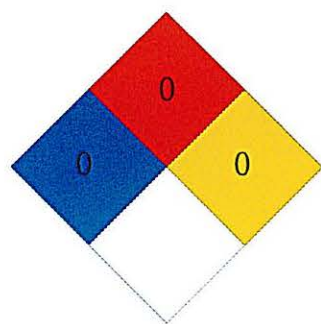
New Jersey "Right To Know" List

The Following ingredients are listed None Listed.

Pennsylvania "Right To Know" List

The Following ingredients are listed None Listed.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)



HAZARDOUS MATERIAL INFORMATION SYSTEM (HMIS)

Health	0
Flammability	0
Physical Hazard	0
Personal Protection	

Revision Comments	This is first issue
Revision Date	02/11/2016
Revision	1

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Safety Data Sheet

1. IDENTIFICATION

Last revision – May 10, 2018

Product Identifier – Fireworks, 1.4 Explosive UN0336

Trade Name – Consumer Fireworks

Supplier:

ZHUFU FIREWORKS CO.LTD

#1 HENGXIA, SHANGLI

PINGXIANG CITY, JIANGXI PROVINCE, CHINA

Telephone: (86) 731 83648292

Fax: (86) 731 83657292

2. HAZARDS IDENTIFICATION

Classification – Explosive

Pictogram:



3. COMPOSITION/INFORMATION ON INGREDIENTS

Percentages of each chemical used and what chemicals are included in the device are trade secrets.

The following chemicals may be used:

Potassium Perchlorate - KClO_4

Potassium Nitrate - KNO_3

Sulfur – S

Carbon – C

Aluminum – Al

Titanium – Ti

Barium Nitrate – $\text{Ba}(\text{NO}_3)_2$

Strontium Carbonate – SrCO_3

4. FIRST AID MEASURES

Swallowed: Wash out mouth with water provided person is conscious. Call a physician.

Inhaled: Take person to area with fresh air. If not breathing give artificial respiration. If breathing is difficult, give oxygen.

Skin contact: Immediately wash skin with soap and water.

5. FIREFIGHTING MEASURES

Extinguishing media - DO NOT attempt to fight fire near other fireworks.

Unusual fire and explosion hazards - If exposed to fire, articles will explode and propel burning projectiles. There is a risk of explosion if large quantities of fireworks are involved in a fire.

Firefighting equipment - In the case of a small amount on fire apply as much water as possible from as much distance as practical. Larger fires involving more than one carton require large volumes of water and extra care from fumes and debris. Evacuate fire area IMMEDIATELY and seek shelter. Follow emergency evacuation plan.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions - Wear protective equipment. Keep unprotected persons away. Remove persons from danger area. Ensure adequate ventilation. Isolate area and prevent access.

Environmental Precautions - Do not allow undiluted product or large quantities of it to reach ground water or sewage system.

Cleanup methods - Pick up while wearing proper protective equipment. Dispose of in suitable waste containers.

7. HANDLING AND STORAGE

Handling – Handle with care. Do not drop or throw. Place upright. Keep away from open flames, sparks

Storage – Avoid storage near extreme heat, ignition sources or open flames. Store in a dry and well-ventilated location. Items are best stored in original packaging. Store in accordance to all local and national regulations.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Limits of Exposure – No limits when items are in their original packaging.

Eye protection - None required when handling finished fireworks

Skin protection – Wear cotton clothing

Respiratory protection - None required when handling finished fireworks

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance – All the chemical composition is contained in paper casing

Odor - All the chemical composition is contained in paper casing

Solubility in water – Partly soluble in water

10. STABILITY AND REACTIVITY

Stability – Stable

Conditions to avoid – Avoid high temperatures, heating, open flames or ignition sources.
Do not allow items to become soaking wet

Materials to avoid – Oxidizers and flammable agents

11. TOXICOLOGICAL INFORMATION

Eyes – N/A when handling finished product. When in use, particles possibly could irritate eyes.

Skin - N/A when handling finished product. When in use, particles possibly could irritate skin.

Breathing - N/A when handling finished product. When in use, particles possibly could irritate breathing.

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The following chemicals may be used:

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Titanium – Ti

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Extinguishing media - DO NOT attempt to fight fire near other fireworks.

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6. ACCIDENTAL RELEASE MEASURES

Personal Precautions - Wear protective equipment. Keep unprotected persons away. Remove persons from danger area. Ensure adequate ventilation. Isolate area and prevent access.

Environmental Precautions - Do not allow undiluted product or large quantities of it to reach ground water or sewage system.

Cleanup methods - Pick up while wearing proper protective equipment. Dispose of in suitable waste containers.

7. HANDLING AND STORAGE

Handling – Handle with care. Do not drop or throw. Place upright. Keep away from open flames, sparks

Storage – Avoid storage near extreme heat, ignition sources or open flames. Store in a dry and well-ventilated location. Items are best stored in original packaging. Store in accordance to all local and national regulations.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Limits of Exposure – No limits when items are in their original packaging.

Eye protection - None required when handling finished fireworks

Skin protection – Wear cotton clothing

Respiratory protection - None required when handling finished fireworks

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance – All the chemical composition is contained in paper casing

Odor - All the chemical composition is contained in paper casing

Solubility in water – Partly soluble in water

10. STABILITY AND REACTIVITY

Stability – Stable

Conditions to avoid – Avoid high temperatures, heating, open flames or ignition sources.
Do not allow items to become soaking wet

Materials to avoid – Oxidizers and flammable agents

11. TOXICOLOGICAL INFORMATION

Eyes – N/A when handling finished product. When in use, particles possibly could irritate eyes.

Skin - N/A when handling finished product. When in use, particles possibly could irritate skin.

Breathing - N/A when handling finished product. When in use, particles possibly could irritate breathing.

Lidu Fireworks Hazard Communication Safety Data Sheets

Lidu Town, JinXian Country, NanChang City, JiangXi Province, China 331725

Phone: 86-791-8563 8888 Fax: 86-791-8563 8138

UN0335 1.3G Display Fireworks

Date Prepared: Feb.24th, 2017

Section 1, Identification

Each device labels:

- (1): Commodity description in both Chinese and English for CAKES
- (2): Warning labels for CAKES
- (3): Distributor name and address, Manufacturer name and address, Produce date, Country of origin

Cartons information:

Cakes shoot, Cakes item No., Packing, Cakes item name, The same information as above section 1 part (3), Warning information, Order No., UN0335 1.3G, Bill of Lading remark emergency phone number.

- Recommended use and restriction on use
- Recommended use: Explosive product for professional use for entertainment and technical purposes
- Restrictions on use: Contact manufacturer/supplier

Section 2, Hazard(s) identification

Warning label show correctly and safely display fireworks is put on each cartons and devices.

- Classification of the substance or mixture
- Expl. 1.3 H203 Explosive; fire, blast or projection hazard.

- Label elements
- GHS label elements

The product is classified and labeled according to the Globally Harmonized System (GHS).

- Hazard pictograms:

GHS01



- Signal word: Danger
 - Hazard statements:
- H203 Explosive; fire, blast or projection hazard.

· Precautionary statements:

P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.

P250 Do not subject to grinding/shock/friction.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P373 DO NOT fight fire when fire reaches explosives.

P370+P380 In case of fire: Evacuate area.

P372 Explosion risk in case of fire.

Section 3, Composition/information on ingredients

Cakes Main ingredients:

Potassium Perchlorate— KClO_4

Potassium Nitrate— KNO_3

Sodium fluoroaluminate— Na_3AlF_6

Barium Nitrate— $\text{Ba}(\text{NO}_3)_2$

Strontium carbonate— SrCO_3

Sulfur— S

Carbon— C

Copper Oxide— CuO

Aluminum— Al

Al+Mg Alloy

Titanium—Ti

LAC— $\text{C}_{16}\text{H}_{24}\text{O}_5$

Resin— $\text{C}_{48}\text{H}_{42}\text{O}_7$

PVC— $(\text{C}_2\text{HCl})_n$

Powder of polished glutinous rice

Section 4, First-aid measures

No chemical components are released during normal handling of this device. In normal use with adequate ventilation the smoke produced should not be a problem. However, ground level smoke generated during the shooting of public display shows may contain gases which may cause irritation of eyes and mucous membranes, prolonged inhalation of smoke should be avoided.

Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc) should avoid inhalation of smoke. Move to fresh air and avoid further exposure to smoke and seek medical assistance.

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

-After inhalation: Supply fresh air; consult doctor in case of complaints.

-After skin contact:

Wash with soap and water.

In case of minor burns, flush with cool water.

If skin irritation is experienced, consult a doctor.

-After eye contact:

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

-After swallowing:

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

Section 5, Fire-fighting measures

Cool pyrotechnic devices and/or package with water and remove them if possible. Do not use suffocation methods - devices contain their own oxygen. Fireworks will burn rapidly in the event of fire. If a large amount of fireworks are involved, allow them to burn and prevent spread of fire.

Do Not Smoke at any time when dealing with pyrotechnic devices.

- Extinguishing media

- Suitable extinguishing agents:

DO NOT fight fire when fire reaches explosives.

Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.

- For safety reasons unsuitable extinguishing agents: None.

- Special hazards arising from the substance or mixture Explosive; fire, blast or projection hazard.

During heating or in case of fire poisonous gases are produced.

- Advice for firefighters

- Protective equipment:

Wear self-contained respiratory protective device.

Wear fully protective suit.

- Additional information:

Eliminate all ignition sources if safe to do so.

In case of fire: Evacuate area. Fight fire remotely due to the risk of explosion.

Cool endangered receptacles with water spray.

Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions.

Individual devices will randomly explode. Mass explosion of multiple devices is possible under certain conditions. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding

devices under containment. See 2012 Emergency response Guidebook for further information.

Section 6, Accidental release measures

Prolonged exposure to smoke generated during the shooting of this device may cause respiratory irritation, difficulty in breathing, headaches, nausea and irritation of eyes and may result in vomiting.

Carefully pick up spills with non-sparking and non-static producing tools. Supervision only by a person knowledgeable in explosives. Avoid skin contact. In case of contact with skin, wash hands immediately.

- Personal precautions, protective equipment and emergency procedures
Wear protective equipment. Keep unprotected persons away.
Remove persons from danger area.
Ensure adequate ventilation.
Isolate area and prevent access.
- Environmental precautions
Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.
- Methods and material

Section 7, Handling and storage

• Handling

- Precautions for safe handling:
Handle with care. Avoid jolting, friction and impact.
Restrict the quantity stored at the work place.
Keep out of reach of children.
- Information about protection against explosions and fires:
In case of fire: Evacuate area.
Explosion risk in case of fire.
Keep away from sparks and open flames. - No smoking.
Emergency cooling must be available in case of nearby fire.
- Conditions for safe storage, including any incompatibilities
- Conditions to Avoid: No open items, smoking and moisture in the vicinity of stored fireworks, avoid friction and impact.
- Incompatibility: Do not allow fireworks to get wet

• Storage

Store in a cool dry place, humidity should preferably be less than 70%. Avoid

extreme temperatures. In particular sub-zero temperatures where freezing and re-thaw can alter the performance of the article.

- Requirements to be met by storerooms and receptacles:

Avoid storage near extreme heat, ignition sources or open flame.

- Information about storage in one common storage facility:

Store in accordance with local/regional/national/international regulations.

Store away from foodstuffs.

Store away from flammable substances.

- Further information about storage conditions:

Store in cool, dry conditions in well sealed receptacles.

Store locked up.

Section 8, Exposure controls/personal protection

Eye Protection: None.

Respiratory Protection: None.

Skin Protection: Metal free and non-static producing clothes.

Other Protection: None.

Ventilation Recommended: Not required in open, unconfined areas.

- Control parameters

- Components with limit values that require monitoring at the workplace:

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

- Exposure controls

- Personal protective equipment:

- General protective and hygienic measures:

The usual precautionary measures for handling chemicals should be followed.

Keep away from foodstuffs, beverages and feed.

Wash hands before breaks and at the end of work.

- Engineering controls: Provide adequate ventilation.

Breathing equipment: Not required under normal conditions of use.

- Protection of hands: When needed, wear gloves for protection against mechanical hazards.

- Eye protection:

Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.

- Body protection: When needed, wear protective clothing for protection against mechanical hazards.

- Limitation and supervision of exposure into the environment

No relevant information available.

- Risk management measures

Organizational measures should be in place for all activities involving this product.

Section 9, Physical and chemical properties

Solubility in Water: Slight

Appearance and Odor: All pyrotechnic composition is contained in a cardboard casing. Usually they are cardboard balls or cardboard tubes individually or in a group combination.

Hazardous Decomposition Products: Smoke generated during the use of these devices may contain small amount of Carbon Monoxide, Hydrogen Sulfite and Nitrogen Oxides. Avoid prolonged inhalation of smoke.

Section 10, Stability and reactivity

Stability: Stable

Thermal Stability Test Results: The test was performed on the Lidu Display Fireworks finished items. The device did not ignite, explode, or undergo any significant decomposition during heating at 75°C (167°F) for 48 hours.

Hazardous Polymerization: Will Not Occur

Chemical stability:

- Thermal decomposition / conditions to be avoided: Risk of explosion if heated under confinement.

- Possibility of hazardous reactions Explosive; fire, blast or projection hazard.

Toxic fumes may be released if heated above the decomposition point. Reacts with strong acids and alkali.

- Conditions to avoid Excessive heat.

- Sources of ignition: sparks, open flame, incompatible materials

- Incompatible materials Oxidizers, strong bases, strong acids

- Hazardous decomposition products

Carbon monoxide and carbon dioxide

Nitrogen oxides

Sulfur oxides (SO_x)

Section 11, Toxicological information

-Information on toxicological effects

--Acute toxicity:

-LD/LC50 values that are relevant for classification: None.

-Primary irritant effect:

-On the skin:

Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.

-On the eye:

Not an eye irritant in unused form. Vapors/particles from used product are possibly

Inhalation: Yes, when shooting. (Refer to above Section 6)

Skin: No.

Ingestion: No.

· Probable route(s) of exposure:

Skin contact.

Eye contact.

Inhalation.

· Acute effects (acute toxicity, irritation and corrosivity):

Danger of blast or crush-type injuries.

Risk of thermal burns.

· Repeated dose toxicity: From product as supplied: None.

· CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)

· Germ cell mutagenicity: Based on available data, the classification criteria are not met.

· Carcinogenicity: Based on available data, the classification criteria are not met.

· Reproductive toxicity: Based on available data, the classification criteria are not met.

· STOT-single exposure: Based on available data, the classification criteria are not met.

· STOT-repeated exposure: Based on available data, the classification criteria are not met.

· Aspiration hazard: Based on available data, the classification criteria are not met.

Section 12, Transport information

The local inspection bureau spot check every batch of cargos before any shipments. Then issue commodity inspection certificate and dangerous goods transport package identification for us to declare to the customs.

The containers usually ship to loading port by truck or by barge. Next they will be loaded to the vessel shipping to port of discharge by sea, then ship to place of delivery by rail. At last the consignee will pick it up by truck after finish customs clearance.

UN-Number

· DOT, ADR, IMDG UN0335

- IATA FORBIDDEN
- UN proper shipping name
- DOT, ADR, IMDG Fireworks
- IATA FORBIDDEN
- Transport hazard class(es)
- **DOT**



- Class 1.3
- Label 1.3G
- **ADR**



- Class 1.3
- Label 1.3G

EMS Number: F-S,B-X

• Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code
Not applicable.

Section 13 Ecological information

- **Toxicity**
- **Aquatic toxicity** No relevant information available.
- **Persistence and degradability** No relevant information available.
- **Bioaccumulative potential:** May be accumulated in organism
- **Mobility in soil:** No relevant information available.
- **Other adverse effects** No relevant information available.

Section 14 Disposal considerations

- Waste treatment methods
- Recommendation:

Must not be disposed of together with household garbage. Do not allow product to reach sewage system.

Incinerate in accordance with local, state and federal regulations.

The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage

and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.

Section 15 Regulatory information

- Safety, health and environmental regulations/legislation specific for the substance or mixture
- United States (USA)
- SARA
- Section 313 (Specific toxic chemical listings): Contact manufacturer.
- TSCA (Toxic Substances Control Act)

All ingredients are listed.

- Proposition 65 (California)
- Chemicals known to cause cancer: Contact manufacturer.
- Chemicals known to cause reproductive toxicity for females: Contact manufacturer.
- Chemicals known to cause reproductive toxicity for males: Contact manufacturer.
- Chemicals known to cause developmental toxicity: Contact manufacturer.
- Carcinogenic categories
- EPA (Environmental Protection Agency): None of the ingredients are listed.
- IARC (International Agency for Research on Cancer): Contact manufacturer.
- NIOSH-Ca (National Institute for Occupational Safety and Health): Contact manufacturer.

Section 16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

- Abbreviations and acronyms:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder, Rosacker, McCue & Huston 509 W. Koenig St. Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): (308) 382-2330 FAX (A/C, No): (308) 382-7109 E-MAIL ADDRESS: info@ryderinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Wetzel Pyrotechnics, Kevin Wetzel dba 125 Eagleton Cir Moyock NC 27958	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	69IOU4N31960424	04/24/2024	04/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

 Office of State Fire Marshal
 1202 Mail service Center

Raleigh, NC 27699-1202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<MM>

NUNN, BRASHEAR & UZZELL, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS
1106 PARKWAY DRIVE
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E-Mail: NBCo@NBCo.com

March 21, 2024

To Board of Commissioners and Chip Crumpler, County Manager
County of Wayne, North Carolina
P.O. Box 227
Goldsboro, North Carolina 27530

We are pleased to confirm our understanding of the services we are to provide for the County of Wayne, North Carolina for the years ended June 30, 2024, June 30, 2025, and June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County of Wayne, North Carolina as of and for the years ended June 30, 2024, June 30, 2025, and June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County of Wayne's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Wayne's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Other Postemployment Benefit Schedules
- 3) Local Government Employees' Retirement System Schedules
- 4) Register of Deeds Supplemental Retirement Schedules
- 5) Law Enforcement Officers' Special Separation Allowance Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County of Wayne's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Schedule of expenditures of federal and state awards
- 2) Combining schedules
- 3) Fund statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Act.

Auditors Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Amendments of 1996; and the provisions of the Uniform Guidance, the State Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and the State Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, budgetary line items, and outlying government offices/locations. Accordingly, we have considered these as significant risks.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and the State Single Audit Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County of Wayne's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County of Wayne's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County of Wayne's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Act.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County of Wayne in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance and the State Single Audit Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from

senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Act; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the State Single Audit Act. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the State Single Audit Act; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in

the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to N.C. Local Government Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nunn, Brashear, & Uzzell, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to N.C. Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nunn, Brashear, & Uzzell, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the N.C. Local Government Commission. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Danna J. Layne, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our begin date will vary based on the readiness of the Wayne County Finance Office.

The audit fees for the financial audit including compliance and financial statement preparation will be \$103,775 for the fiscal year ending June 30, 2024, \$107,925 for the fiscal year ending June 30, 2025, and \$112,225 for the fiscal year ending June 30, 2026.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and the Board of Commissioners of the County of Wayne, North Carolina. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and the State Single Audit Act reports on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the State Single Audit Act. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the County of Wayne and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

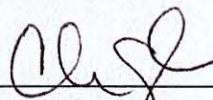
Very truly yours,

Danna J. Layne, C.P.A. C.F.E.

Nunn, Brashear, & Uzzell, P.A.

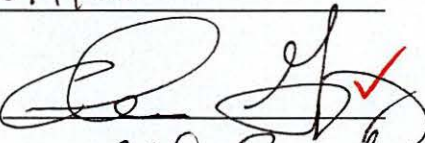
RESPONSE:

This letter correctly sets forth the understanding of the County of Wayne, North Carolina.

Management signature:  ✓

Title: COUNTY MANAGER

Date: 6/4/24

Governance signature:  ✓

Title: Chairman of the Board

Date: June 4, 2024

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

The of and	Governing Board County of Wayne, North Carolina
	Primary Government Unit County of Wayne, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Nunn, Brashear, & Uzzell, P.A.
	Auditor Address 1106 Parkway Drive, Goldsboro, NC 27534

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Angie Boswell, CLGFO

Wayne County Finance Officer

Angie.Boswell@waynegov.com

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

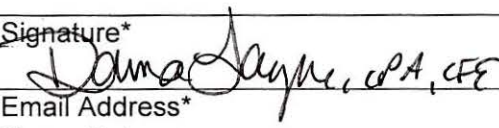
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	County of Wayne, North Carolina
Audit Fee (financial and compliance if applicable)	\$ 79,875.00
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 23,900.00
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 103,775

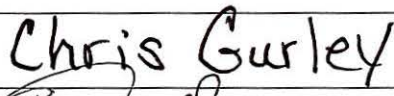
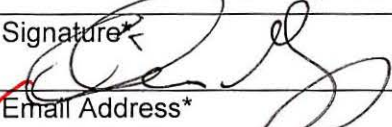
Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Nunn, Brashear, & Uzzell, P.A.	
Authorized Firm Representative (typed or printed)*	Signature*
Danna Layne, CPA, CFE	
Date*	Email Address*
3/21/24	DLayne@nbco.com

GOVERNMENTAL UNIT

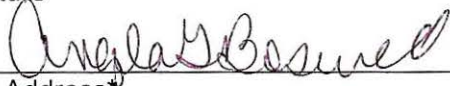
Governmental Unit*	
County of Wayne, North Carolina	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Chris Gurley, Chairman	
Date	Email Address*
June 4, 2024	Chris.Gurley@waynegov.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 103,775
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Angie Boswell, CLGFO	
Date of Pre-Audit Certificate*	Email Address*
6/14/24	Angie.Boswell@waynegov.com

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

**SIGNATURE PAGE – DPCU
(complete only if applicable)****DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



WAYNE COUNTY HEALTH DEPARTMENT
301 NORTH HERMAN STREET, BOX CC
GOLDSBORO, NC 27530
Suzanne Cash LeDoyen, BS, Health Director
Phone (919) 731-1000 Fax (919) 731-1232



MEMORANDUM

May 29, 2024

To: Ginger Moore, Assistant County Manager/Combined Health and Human Services Director

From: Suzanne LeDoyen, Health Director

A handwritten signature in black ink, appearing to read "Suzanne LeDoyen", is written over the printed name.

Re: Urgent Fee Approval Request for IGRA (Interferon Gamma Release Assays) Testing

To meet the growing demand of our immigrant population needs and requirement for IGRA Testing the Health Department requests the board's approval of a motion to implement an IGRA fee of \$75.00 to allow for billing and collection services. To date, a minimum of 40 patients have been treated without the ability to bill for the services because a fee does not exist.

Thank you in advance for your consideration of our request.

The mission of the Wayne County Health Department, through our responsive and professional staff, is to preserve, promote and protect the health of our community by preventing disease, protecting the environment and promoting healthy living.

WAYNE COUNTY BOARD OF COMMISSIONERS



WAYNE COUNTY
NORTH CAROLINA
Phone: (919) 731-1435
Fax (919) 731-1446

June 4, 2024

Colonel Morgan P. Lohse
Commander, 4th Fighter Wing
Seymour Johnson Air Force Base
1200 Wright Brothers Avenue
Goldsboro, NC 27531

RE: Letter of Intent; Intergovernmental Support Agreement

Dear Colonel Lohse:

Wayne County welcomes the opportunity to enter into a blanket intergovernmental support agreement (ISGA) with Seymour Johnson Air Force Base and the Department of the Air Force to provide various goods and services to Seymour Johnson AFB.

The County is in a unique position to create efficiencies like speed of execution and economies of scale that are in the best interest of Seymour Johnson AFB. Wayne County believes it will be mutually beneficial to provide various goods and services to Seymour Johnson AFB which will be determined through further investigation and cooperation with base officials. It is Wayne County's intent to enter into an Intergovernmental Support Agreement (IGSA) with Seymour Johnson AFB in support of the Air Force mission. Wayne County certifies that any contract awarded by Wayne County to provide goods and services has been made on a competitive basis.

Wayne County understands that this letter is nonbinding and constitutes an indication of the County's interest only. This letter creates no liability or obligation of any nature with respect to any contemplated transaction or any other matter or action described or referred to herein.

The County is pleased and excited about the potential benefits of an IGSA with Seymour Johnson AFB. Wayne County has always enjoyed a strong relationship with Seymour Johnson AFB, and it views this venture as another opportunity to grow the relationship. The County believes it can assist Seymour Johnson AFB in meeting its mission in the most efficient and economically feasible manner and looks forward to doing so.

Sincerely,

Chris Gurley, Chairman
Wayne County Board of Commissioners

THE GOOD LIFE. GROWN HERE.

INTERGOVERNMENTAL SUPPORT AGREEMENTS (IGSAs)

What is an IGSA?

IGSAs are agreements between the DAF installations and a state or local government to provide, receive, or share installation support services. Congress initially provided the authority for IGSAs in National Defense Authorization Act (NOAA) for fiscal year 2013 and official legislation can be found in 10 USC §2679. IGSAs have unique qualities including that services may be sole sourced to state and local governments, and that agreements may last up to 10 years and need not adhere to Federal Acquisition Regulation (FAR). However, all IGSAs must be in the best interests of the DAF. (Please note that IGSAs cannot be used to furnish security guard or fire-fighting functions.)

How are IGSAs different from traditional contracts?

IGSAs are a unique and effective tool - which is why they get their own section in this Playbook. They aim to facilitate a streamlined process for collaborating with other public entities in specific circumstances. The Competition in Contracts Act (CICA) and the FAR govern traditional contracts, whereas those statutes and regulations do not bind IGSAs.

Furthermore, traditional contracts must comply with a subcontracting plan, are governed by established contract labor standards (i.e., Service Contract Labor Standards [formerly Service Contract Act]), and require a contract clearance - a write-up of the analysis of proposals received and source selection decision. Furthermore, federal government rules (Service Contract Labor Standards and FAR) require a formal process - for example, a Justification & Approval - for non-competitive procedures. Additionally, the Small Business Act outlines specific conditions under which competition is restricted to small businesses.

IGSAs focus on other objectives - like speed of execution or economies of scale - that are in the best interest of the government, but cannot be achieved through traditional contracting tools. IGSAs still must serve the interests of the DAF - and these flexibilities are not meant to avoid that. Rather, IGSAs are meant to facilitate a streamlined process for collaborating in very specific circumstances. Therefore, while contracting officers need not follow FAR requirements, certain terms and conditions must still be met to ensure that the IGSA provides value to the government. For example, IGSA flexibilities cannot be extended to subcontractors. Therefore, it must be determined that any subcontracts are awarded competitively.

What is a blanket IGSA?

A blanket IGSA allows a community partner to provide a suite of installation support services to the DAF through a single agreement. This provides an even greater degree of ease and speed in procuring these services.

The DAF's first blanket IGSA was signed in fall 2019, when the Alamo Area Council of Governments (AACOG) and Joint Base San Antonio (JBSA) established their historic blanket IGSA, which allows JBSA with the flexibility to go directly to AACOG for installation services through internal resources or their network of service providers.

The agreement creates an important new source of revenue for the area. In return, the agreement leverages AACOG's knowledge of the local market and existing relationships with vendors while consolidating the responsibility for coordinating disparate services onto one primary point of contact. The arrangement also benefits local vendors, who can contract through AACOG rather than the federal government to serve JBSA.

The two parties proved the efficacy of the concept through a previous IGSA in which AACOG coordinated the completion of a road-paving project. The project took only two months, compared to the eight months that such a project would typically take.

What would be an example of a successful IGSA?

Examples:

- MacDill AFB Advance Lifesaving Service IGSA - MacDill AFB established an IGSA with the City of Tampa where the city provides the installation with licensed paramedics and a fully equipped advanced lifesaving ambulance for emergency medical response and patient transport. MacDill AFB receives these services consistent with the City's operating costs and reimburses the city each month.
- Refuse Collection IGSA between Seymour Johnson AFB and the City of Goldsboro - Seymour Johnson AFB and the City of Goldsboro signed an IGSA to provide refuse and recycling collection services on base. Under the terms of the agreement, the city provides the management, manpower, equipment, and vehicles to execute the base's refuse collection and disposal. In return, Goldsboro is able to increase the area it serves and receives additional annual revenue.
- Altus AFB Grounds Maintenance IGSA - The City of Altus and Altus AFB entered into an IGSA where the city maintains the grounds on base. Because of the partnership, Altus expects to see a significant annual cost reduction.
- JB San Antonio Pavement Maintenance IGSA - Through an IGSA between JB San Antonio and the City of San Antonio, the City is completing paving task orders on the base's properties, including potholes and road striping.
- JB San Antonio Blanket IGSA: JB San Antonio is using a Blanket IGSA for services with the Alamo Area Council of Governments that allows for an expedited award process for goods and services to the installation such as bulk purchases, vertical transportation equipment maintenance, fuel suppression maintenance, and ambulance services. The intent is for the agreement to be broad, offering the greatest flexibility.

May 28, 2024

To: Wayne County Board of Commissioners

From: Mandy Trujillo, Procurement Specialist

Re: Inmate Health Care Program

The staff recommends that the Board of Commissioners approve the contract with IMS Correctional Healthcare for our inmate health care services.

The cost of the contract for the first year will be \$1,322,000.00 with \$160,617.60 being covered under Opioid settlement funds. This is an increase on our FY 25 Budget of \$515,000.00. However, we will have more comprehensive coverage being offered. Pharmaceutical coverage is being offered at an additional expense which we have already budgeted for in FY 25. Currently, the detention center has a charge of \$20 for non-emergent services and they will also be including a \$10 co-pay for medicine/prescriptions.

IMS Correctional Healthcare has been working in North Carolina jails for more than 13 years. Currently, they are contracted to manage medical care for inmates in more than 20 county detention centers in North Carolina. They are highly recommended by several counties including Caldwell, Johnston, and Nash.

IMS Correctional Healthcare will not only have onsite clinical staff comprised of a Registered Nurse, Licensed Practical Nurses, Medical Techs, and Certified Medical Assistants, but they will also have an onsite Physician or Nurse Practitioner for a minimum of once a week. In addition, the Physician will be on-call 24/7 to respond to any medical needs outside of staffed hours. IMS Correctional Healthcare will also provide scheduled weekly mental health clinics in person as well as mental health follow-up appointments by video conference. This is a significant increase in much needed medical services.

The staff requests that the Board of Commissioners approve the contract with IMS Correctional Healthcare effective July 1, 2024.

I have attached a copy of the contract for your review.

Attachment



9805 Statesville Road
Suite 4193
Charlotte, NC 28269
Phone: (484) 339 – 3369

Inmate Medical Services Request for Proposal Wayne County Sheriff's Office and Detention Center

Submitted by IMS Correctional Healthcare, LLC and Institutional Medical
Services, PLLC
May 20th at 2:00 p.m. EST

Wayne County Finance Department

Attn: Mandy Trujillo, Procurement Specialist

224-226 E Walnut St

Goldsboro, NC 27530

May 20th, 2024

INMATE MEDICAL SERVICES RFP RESPONSE

Dear Ms. Trujillo,

We are pleased to present this RFP response to provide inmate medical services at the Wayne County Detention Center. As you know, IMS is headquartered in North Carolina with a sole and dedicated focus on growing our business in our home state. This means your service level will be high quality, responsive and physically present to meet your needs. We pride ourselves on best-in-class customer service and the quality of healthcare we provide to inmates – this is all driven by our ability to be on-site, including Dr. Jay Piland, Dr. Kenny Welch, and other members of our clinical care management team. Our core medical services are:

CORE SERVICES

Intake and Booking Assessment			Routine Primary Care and Urgent Care Services
Triage and Sick Call			Suicide Prevention and Intervention
Substance Abuse and Detox Programs			Patient Health Education Programs
Jail Staff Training			MAT Program Management
Pharmaceutical Supply Management			Continuity and Discharge Planning

IMS proposes to provide inmate medical services at the Wayne County Detention Center at an annual cost of \$1,395,000.00 with the appropriate 12 hour per day staffing as described in further detail in this proposal. Please see the Proposed Staff and Pricing section for additional commentary and pricing options for 24-hour staffing and hybrid staffing. This proposal price shall remain valid for a period of 120 days.

We are excited at the possibility of partnering with Wayne County to provide inmate medical services and we look forward to your feedback on our proposal. If you have any questions regarding this RFP response, please do not hesitate to reach out to either Dr. Piland or Josh Welk via phone or email.

Sincerely,



Dr. Jay Piland

Chief Medical Officer

jay.h.piland@imscorrectional.com

(828) 850 – 0755



Josh Welk

President

josh.t.welk@imscorrectional.com

(484) 339 – 3369

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Company Information

Organizational Structure – IMS Correctional Healthcare, LLC

Company Name: IMS Correctional Healthcare, LLC
Place of Business: 9805 Statesville Road, Suite 4193, Charlotte, NC 28269
Principals Name: Joshua T. Welk
Title: President
Phone: (484) 339 – 3369
Email: josh.t.welk@imscorrectional.com

Legal Status: Limited Liability Company
Year Established: 2020

Organizational Structure – Institutional Medical Services, PLLC

Company Name: Institutional Medical Services, PLLC
Place of Business: 9805 Statesville Road, Suite 4193, Charlotte, NC 28269
Principals Name: Dr. Jay Piland
Title: Chief Medical Officer
Phone: (828) 850 - 0755
Email: jay.h.piland@imscorrectional.com

Legal Status: Professional Limited Liability Company
Year Established: 2000

In compliance with the North Carolina Medical Board Position Statement 10.1.2 describing Corporate Practice of Medicine, Institutional Medical Services, PLLC is a professional medical provider and is charged with the oversight of medical staff, the provision of medical and other clinical services, maintaining associated licensure and qualifications, and all clinical decision-making and oversight per the terms of the contemplated agreement to provide Inmate Medical Services. IMS Correctional Healthcare, LLC, being responsible for the accounting, billing, financial management, and administrative responsibilities of any customer agreement, and with no authority or influence to in any way affect or limit any exercise of independent clinical judgement and practice in accordance with the standards, conditions, and limitations of the medical profession and licensure, contracts with Institutional Medical Services, PLLC for the fulfillment of Inmate Medical Services contracts to the fullest extent of their terms, and as such, both entities will be signers on the contemplated contract.

While roles and responsibilities of these entities will be clearly defined in the final contract for inmate medical services, IMS Correctional Healthcare, LLC and Institutional Medical Services, PLLC, will be referred to collectively as IMS for brevity purposes in this RFP response.

Experience and Operations Summary

a. Experience

Dr. Jay Piland, and the broader IMS team of providers, nurses, assistants, and support staff, have been serving counties in North Carolina since 1994, when Dr. Piland first began dividing his time between the

Emergency Department and Detention Centers. As Dr. Piland became further involved with Sheriff's Offices across the central/western portion of North Carolina, he began to observe the need for a local physician presence with an emphasis on communication, excellent care, and superior customer service to stand together at the core to the operating model for a correctional healthcare services provider to ensure consistency, fairness, and safety in day-to-day clinical decision making. Dr. Piland has learned over the years that a successful program requires open communication and working relationships with the correctional staff, administrators, and sheriffs. Hence, the IMS Correctional Healthcare mission statement was formed and upheld to this day, to provide the highest quality care to inmates housed within county correctional facilities in the state of North Carolina exclusively, at a fair and predictable price.

IMS has grown through the years, adding new customer facilities, physicians, nurses, and support staff, however, our commitment to quality of care and local physician accessibility is unwavering. The depth of inmate medical services knowledge possessed by long tenured members of our team helps to ensure that new clinical care team members are appropriately trained and given the resources to succeed in our core correctional environments, from skill assessments to determine optimal clinical deployment, to diligent charting oversight from physicians and senior staff, to appropriate emergency response procedures for various scenarios. We are humbled to provide this proposal to the Government of Wayne County for consideration to provide inmate medical services at the Wayne County Detention Center.

We would encourage the Wayne County Sheriff's Office to contact all of our customers to hear directly from them regarding how we perform customized services in a correctional healthcare environment. Davidson County is a particular success story that we would highlight. The County was contracted with another provider for 24/7 service, who submitted a notice with shorter terms than the notice period provided in the contract. IMS came into the picture and began service in 2 weeks, quickly ramping up to 24/7 coverage, working closely with the Sheriff and jail leadership to update the jail medical plan and making recommendations for improved communication methods between jail staff and medical staff. Davidson County passed its two-year mark as a customer of IMS this past fall, and is operating smoothly and efficiently.

Sheriff Richie Simmons's contact information can be found under the References section.

b. References - CONFIDENTIAL

For the purposes of determining experience, capability, and financial responsibility for providing medical services to similar detention facilities in the State of North Carolina, we encourage the County to contact our References listed below:

Name: Caldwell County Sheriff's Office
Street Address: 2351 Morganton Blvd SW
City, State and Zip Code: Lenoir, NC 28645
Contact Name: Sheriff Alan Jones
Contact Phone Number: (828) 758-2324
Date Service Provided: Renewed through 6/30/2024
Facility ADP: 175

Name: Johnston County Sheriff's Office
Street Address: 120 South 3rd Street
City, State and Zip Code: Smithfield, NC 27577
Contact Name: Sheriff Steve Bizzell
Contact Phone Number: (919) 989-5010

Date Service Provided: 5/1/2023 – 6/30/2024
Facility ADP: 280

Name: Davidson County Sheriff's Office
Street Address: 2511 East Highway 64
City, State and Zip Code: Lexington, North Carolina 27292
Contact Name: Sheriff Richie Simmons
Contact Phone Number: (336) 242 - 2100
Date Service Provided: Renewed through 6/30/2024
Facility ADP: 300

Name: McDowell County Sheriff's Office
Street Address: 593 Spaulding Road
City, State and Zip Code: Marion, North Carolina 28752
Contact Name: Sheriff Ricky Buchanan
Contact Phone Number: (828) 652 - 2235
Date Service Provided: Renewed through 6/30/2024
Facility ADP: 142

Name: Nash County Sheriff's Office
Street Address: 222 West Washington Street
City, State and Zip Code: Nashville, NC 27856
Contact Name: Sheriff Keith Stone
Contact Phone Number: (252) 459-4121
Date Service Provided: Renewed through 6/30/2024
Facility ADP: 180

c. Current Contracts

IMS is currently contracted with the following facilities for the provision of inmate medical services:

- Caldwell County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Alexander County Jail – Latest contract term through 6/30/2025
- Lincoln County Detention Center – Renewed through 6/30/2025
- Rutherford County Jail – Renewal currently under review for 2024-2025 fiscal year
- Burke County Jail – Renewal currently under review for 2024-2025 fiscal year
- McDowell County Jail – Renewal currently under review for 2024-2025 fiscal year
- Davidson County Jail – Renewal currently under review for 2024-2025 fiscal year
- Stanly County Detention Center – Renewed through 6/30/2025
- Haywood County Detention Center Latest contract term through 6/30/2026
- Nash County Detention Facility – Renewal currently under review for 2024-2025 fiscal year
- Transylvania County Jail – Renewal currently under review for 2024-2025 fiscal year
- Yancey County Jail – Renewed through 6/30/2025
- Columbus County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Johnston County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Ashe County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Avery County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Hoke County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Edgecombe County Detention Center – Renewal currently under review for 2024-2025 fiscal year
- Jackson County Jail – Renewal currently under review for 2024-2025 fiscal year

- Madison County Detention Center – Contract signed for commencement on July 1, 2024.

We currently have no reason to believe that any contracts described above will not be renewed.

d. Previous Contracts

In the last 5 years, IMS has not had any contracts that were not renewed or cancelled by the agency prior to the initial term of the contract. IMS terminated contracts with Pender County and Wilson County due to philosophical differences in the provision of medical care, and IMS assured a smooth transition to the new provider. We are happy to discuss the circumstances surrounding these terminations in more depth.

e. Mandatory Questions - CONFIDENTIAL

Were grievances or formal complaints filed against the organization?

- Yes, see question B below.

Were lawsuits or judgments filed?

- Yes
 - 2/27/24 – Lawsuit filed regarding an inmate attempting suicide at Davidson County by inserting an obstruction into their throat. Inmate later died at the hospital. Process is currently in very early stages.
 - 2023 – Inmate at Stanly County had the tip of a finger amputated due to infection. This matter settled without a lawsuit.

Was there a default or breach of contract?

- No

Were there investigations of fraud, abuse, conflict of interest, or criminal activities?

- No

Did this organization or parent organization declare bankruptcy or go into receivership?

- No

Were there any inmate fatalities or serious injuries that could in any way be proximately linked to the standard of care provided by the proposer organization at any of its contract facilities (include facility name, incident details and specific allegations, along with current status/disposition.)

- No

What is the average for facilities comparable to this agency of patient care sent offsite for further treatment (i.e. hospital, safekeeping, dental)

- Davidson County – Average of 3 send outs per month; ADP of 300
- Johnston County – Average of 3 send outs per month; ADP of 280
- Nash County – Average of 1 send out per month; ADP of 180
- Edgecombe County – Average of 2 send outs per month; ADP of 175

Services Overview

Per the Scope of Work, IMS agrees that if selected, we will be the sole supplier and/or coordinator of the healthcare delivery system at the Jail and will be charged with the responsibility of medical care for all inmates housed at the Wayne County Detention Center.

a. Inmate Medical Services Delivered

Services delivered throughout the course of the agreement include but are not limited to:

- I. Intake and Booking Assessments
 - General wellness checks
 - Signs of alcohol or drug intoxication
 - Signs of suicide risk
 - Prescription identification
 - Chronic illness identification
 - Communicable disease identification
 - Pregnancy identification
- II. Routine Primary Care and Urgent Care Services
 - Vital signs
 - Wound care
 - IV's
 - Oxygen therapy
 - Catheterization
 - Enemas
 - Ostomy care
 - Lab work
 - Injections
 - Stitch/staple removal
 - CPR / Heimlich
 - Infection control
 - Dental exams
- III. Triage and Sick Call
 - Scheduled review and prioritization of sick call requests
 - Documentation concerning prescriptions, diagnosis, complaints, and vital signs
 - Confidential filing of medical records
 - Referrals to outside medical specialists, both emergency and otherwise
- IV. Substance Abuse and Detox Programs
 - Monitoring and identifying withdrawal symptoms
 - MAT for Opioid Use Disorders and Alcohol Use Disorders
- V. Pharmaceutical Supply Management
 - Order processing
 - Medication substitution
 - Administration of medications
 - Documentation of medications
 - Count of controlled medications
- VI. Patient Health and Education Programs
 - Infection control
 - Communicable disease evaluation and awareness

- Pregnancy care
- Medication schedules
- Development of special treatment plans
- Chronic illness management
- Refusal of treatment documentation
- VII. Suicide Prevention and Intervention
 - Intake screenings
 - Work in conjunction with mental health provider to determine plan for care
 - Emergency response
- VIII. Continuity and Discharge Planning
 - Incident reporting and recordkeeping
 - Medication / treatment reporting
 - Wound care flow sheets
 - Hospital discharge documentation
 - Medical waste disposal
- IX. Detention Center Staff Training
 - Intake screening assistance
 - CPR and emergency first aid
 - Infection and communicable disease safety precautions
 - Detect signs of unconsciousness or semi-consciousness
 - Detect signs of alcohol or drug intoxication
 - Detect signs of severe bleeding
 - Detect signs of breathing difficulties
 - Detect signs of head injuries
 - Detect signs of burns
 - Detect signs of pain
 - Detect signs of suicide risk
 - Detect signs of abnormal/advanced pregnancies
 - Procedures for the refusal of medication

Additionally, IMS shall identify the need, schedule, administer, and coordinate all non-emergency and emergency medical case rendered to inmates.

b. Transition Plan and Project Team - CONFIDENTIAL

Should IMS be awarded the contract to provide inmate medical services at the Wayne County Detention Center, we feel confident in our team's ability to commence service on July 1st, 2024, provided that we receive at least 30 days' notice of contract award prior to commencement.

Our core team members responsible for onboarding new facilities, including Chief Medical Officer Dr. Jay Piland, Vice President of Operations Rachel Ruppe, Business Manager Lisa Crowder, and with respect to Wayne County, Physician Kenny Welch and Eastern Region District Manager Jasmine Leonard, collectively possess more than 50 years of experience serving correctional facilities. The team has significant experience in quickly deploying the appropriate resources to prepare the jail for a successful transition in conjunction with the outgoing provider. Below is a high-level timeline encompassing key items involved in the transition period:

Beginning 30 days before commencement of the contract:

- Mrs. Ruppe will interview existing staff and determine the need for new nursing or support staff job descriptions to be posted on Indeed.com and distributed throughout our network of local college and university nursing programs ahead of the contract start date.
- With the assistance of Dr. Piland, Ms. Ruppe and Ms. Crowder will administer skills assessments to employees, and will provide resources regarding established protocols spanning clinical scenarios.
- Dr. Piland will work with the Sheriff's Office and Jail leadership to understand the current Facility Medical Plan and suggest appropriate amendments as necessary to deliver the most professional program customized to the needs of the Wayne County Detention Center and Sheriff's Office.
- CorrecTek implementation will begin, led by Ms. Ruppe and Ms. Crowder, with the assistance of the CorrecTek implementation team.

Beginning 21 Days before commencement of the contract:

- Ms. Crowder and Ms. Collins will act as the primary training resource for employees, supported by Ms. Ruppe and Dr. Piland, as they shadow nurses at other IMS facilities to begin to familiarize themselves with IMS policies, procedures, and protocols. Assessments to evaluate skills and clinical decision making for the purposes of establishing baselines for quality control purposes.
- Under the supervision of company President, Josh Welk, the appropriate billing and invoicing lines of communication will be established by the administrative team with the purchasing/billing contact for Wayne County.

Beginning 10 days before commencement of the contract:

- Ms. Ruppe will establish the facility accounts with a medical supply distributor and pharmaceutical provider. Preliminary orders for key supplies known to be necessary for the commencement of the contract will be placed.
- A full audit of the available medical supplies and pharmaceuticals will take place and orders will be placed accordingly.
- Existing employees will be added to the IMS payroll system and enrollment options for benefits will be presented.

Day of commencement of the contract:

- A combination of Dr. Welch, Rachel Ruppe, Jasmine Leonard and Lisa Crowder will be on-site to monitor the first days of the contract commencement and ensure any start-up issues are resolved quickly.

c. HIPAA - CONFIDENTIAL

All IMS clinical employees are trained on HIPAA guidelines as is necessary by state and federal law for the nursing and broader healthcare profession. We understand and take seriously the procedures necessary to safeguard sensitive health information of all inmates. We intend to utilize electronic medical records software, CorrecTek Spark, which maintains records on an encrypted basis with unique access only for authorized personnel. As is consistent with procedures at other customer facilities, medical records that will be stored by these means in compliance with HIPAA shall include:

- o Medical screenings
- o Medical evaluation results yielded from sick call requests
- o Medical information/prescription information
- o Reports of laboratory, x-ray, and other diagnostic tests

- Progress notes
- Inmate consent and refusal of treatment forms
- Release of information forms
- Hospital discharge forms
- Special treatment plans

In the event of transfers, IMS provides a copy of the MAR sheet and a three-day supply of medication as applicable, in a sealed envelope to the transporting officer to be given to the receiving healthcare provider. In the event that a transferred inmate's MAR sheet and medication is not provided, IMS will contact the receiving facility's medical staff to provide the appropriate medical information regarding the aforementioned inmate.

Monthly costs associated with CorrecTek Spark will be included in the overall cost proposal. County will only be responsible for costs associated with integrating the system with the Jail Management Software as JMS providers often dictate these terms.

d. Continuity of Care

IMS Correctional Healthcare, LLC and Institutional Medical Services PLLC monitors all aspects of inmate's care from admission through discharge from the facility.

- Medications reported during intake screening will be verified with inmate's permission through their personal physician, dispensing pharmacy or institution. These medications will be reviewed to assure they are current, if the inmate is compliant with the medications, and this information will be relayed to the physician or their designee to obtain orders to restart medications. If a medication is not restarted, documentation will need to be made justifying reason and that this was discussed with the inmate.
- IMS will provide prenatal vitamins daily for pregnant inmates and will fully comply with all processes and programs related to pregnant females.
- All diagnostic test results will need to be reviewed with the provider within 24 hours of receipt. These results will need to note date and time results were reviewed along with reviewing provider's signature. These results will be added to inmate's medical record file. Treatment plans and test results will be shared and discussed with inmate at next clinic date, or sooner if needed.
- Provider will be notified of inmates returning from outside appointments, hospitalization, or emergency department visits to ensure recommendations and instructions are implemented for treatment and follow-up care.
- If an inmate is sent for an outside appointment or emergency visit, a report will be called to the outside facility by on-site nurse and a copy of pertinent medical information including complaint, findings, and a current medication list will be sent with transporting correctional staff in a confidential envelope.
- If an inmate is transferred to another correctional institution medical staff will provide a copy of pertinent medical information, a copy of a current medication administration record, and 3 days of medications, if necessary, sealed in a confidential envelope.

If an inmate is released to the community a 3-day supply of medications may be sent with inmate to allow time for inmate to make necessary medication refill arrangements. Inmate must sign form stating they received medication at release.

e. Major Equipment Necessary for Service

As described above, a full audit of medical supplies will take place upon commencement of the contract to ensure that the medical room has appropriate inventories on the go-forward.

Medical Program Per RFP Specifications

Per the original issued RFP, IMS agrees to the Specifications laid forth by the County unless otherwise specified in this section.

a. NCCHC Standards

IMS agrees to provide Healthcare services in substantial compliance with the Standards for Health Services in Jails, 2014 Edition, published by the National Commission on Correctional Health Care. As will be described in the Proposed Staff and Pricing section, IMS will provide on-site clinical coverage 12 hours per day on weekdays at both locations; plus, an additional 8 hours per day Monday through Friday, and 12 hours per day on weekends. Lastly, Medical on-call will be provided 24 hours per day, 7 days per week.

b. Personnel

IMS, and the designated Medical Director charged with directing and overseeing the medical program at the detention center, agree to recruit, interview, hire, train, and supervise all healthcare staff. All medical staff will be licensed to practice in the State of North Carolina and will be adequate to meet conditions and specifications set forth. IMS agrees to give first priority to existing medical staff.

IMS will be flexible in coordinating medical staff hiring activities with Wayne County Detention Center leadership. To the extent that the County objects to any prospective Registered Nurse, Licensed Practical Nurse, Medical Technician, Certified Medical Assistant, or Certified Nursing Assistant hire, the prospective hire in question shall not, under any circumstances perform work at the Wayne County Detention Center.

c. Responsible Physician

IMS shall designate a physician Medical Director, Dr. Kenny Welch, who shall oversee the performance of this Agreement by IMS. The Medical Director will direct the medical program at the Jail with the assistance of his or her partners and nurses provided by IMS. The Medical Director or designee will be available 24 hours per day for telephone consultation with the nurse(s), jail administrator or designee, detention officers, or emergency medical services personnel, regarding medical care for inmates.

d. Intake

IMS agrees that licensed personnel will review Receiving Screening form completed by officers within at least twenty-four (24) hours of receipt of the intake form to medical. In addition, IMS agrees that licensed personnel will follow up within 48 hours to confirm the medical status of received inmates.

IMS utilizes standard form documentation for the purpose of recording information from the Receiving Screening form and agrees that this will be included in the health record of the inmate. The Receiving Screening form will include all elements covered by Standard J-30 of the Standards for Health Services in Jails, 2014 Edition, published by the National Commission on Correctional Health Care.

IMS agrees to provide necessary follow-ups for health problems identified by any screening tests.

e. Emergencies and Hospital Care

IMS agrees to identify the need, schedule, and coordinate all hospital care, non-emergency medical care, and emergency medical care rendered to inmates. Non-emergency cases will be seen at the Jail. In the event IMS determines that emergency services are needed, 911 shall be contacted. Jail will be responsible for coordinating transportation for the inmate. IMS will review all non-emergency cases involving "High Risk Transports" at the Jail prior to transporting.

Jail will be responsible for all outside medical costs as will be described in the Proposed Staff and Pricing section.

f. Diagnostic and Laboratory Procedures

IMS will perform routine laboratory and x-ray procedures on-site to the extent that the capabilities of on-site equipment allow. When inmates are referred to outside providers, IMS will follow appropriate procedures to document and follow up regarding any identified health problems. Jail will be responsible for all outside diagnostic and lab costs as will be described in the Proposed Staff and Pricing section.

IMS agrees to provide necessary follow-up for health problems identified by any of the screening or laboratory tests.

g. Dental

IMS agrees to coordinate with outside dental providers for limited care.

h. Mental Health Services - **CONFIDENTIAL**

IMS utilizes Correctional Behavioral Health to provide mental health clinics at customer facilities in North Carolina. Should IMS be the selected party, services provided by CBH will be laid out in greater detail as an addendum to the final IMS inmate medical services contract. Cost for services provided by CBH are included in the pricing proposal laid out in this RFP response below. County also has the option to engage CBH separately for services.

i. Pharmaceuticals

IMS Correctional Healthcare, LLC and Institutional Medical Services, PLLC will utilize pharmacy services with a third-party pharmacy to ensure all inmate prescription needs are fulfilled in compliance with all applicable laws. All inmate prescriptions must be ordered by a licensed provider.

- The facility will comply with all applicable local, state, and federal regulations regarding prescribing, dispensing, administering, storing, and disposing of pharmaceuticals.
- The facility will obtain and maintain any and all required licenses for the use and storage of controlled medications.
- IMS will comply with the requirement to assure the availability of prescribed medications with eight (8) hours of issue being written.
- A formulary list will be developed collaboratively between IMS and the third-party pharmacy

provider. The Medical Director of each facility can review and revisions can be made if needed.

- All prescriptions orders will be ordered using the process in place by the third-party pharmacy. Orders are processed Monday-Friday and will be shipped out same day if received by noon. Orders received after noon on Friday will be shipped out on Monday.
- The provider will have a limited “emergency” stock of frequently used medications onsite for use after hours.
- If medication is emergent, it may be obtained from a local pharmacy.
- Medications are always under the control of medical staff.
- All medications must be stored under proper conditions of temperatures, light, and sanitation and labeled clearly.
- Documentation is maintained onsite in medical unit to ensure accountability for and control of medications.
- Emergency antidotes agreed upon by the Medical Director, pharmacist, and RHA will be kept onsite. Poison control number will also be posted in the medical unit.
- IMS agrees to utilize generic brands of medications/prescriptions when possible

Costs associated with pharmaceuticals will be the responsibility of the County as is described in the Pricing Proposal section of this response.

j. Equipment and Supplies

IMS agrees to the terms stipulating that any supplementary equipment and supplies required beyond the current inventory at the facilities for delivering inmate care shall be the responsibility of the Provider.

k. Medical Records

IMS agrees to maintain complete and accurate medical and dental records separate from Jail confinement records. IMS understands and agrees to provide County with access to records in accordance with HIPAA and state and federal regulations. For more information on medical records, please see the section labeled HIPAA above.

l. Quality Assurance

Continuous quality is a major pillar in providing excellent care, and to further emphasize this, IMS utilizes a district manager position to regularly audit the work that IMS employees are doing at each facility they cover. An extension of the management team, the district manager is a traveling nurse responsible for 5-8 counties in their region selected due to their clinical and interpersonal skills.

Beyond responsibilities such as scheduling, documentation, and interacting with jail staff and leadership, the district manager is required to spend at least half of their week working shifts, or partial shifts, in their facilities alongside nursing staff. While on these shifts, the District Manager is able to audit charts, evaluate nursing staff's approach to various medical situations, monitor supply and pharmaceutical levels, and provide on the fly training and best practices insights per clinical protocols and the IMS policies and procedures. The District Manager is not a replacement for management or clinical providers and will escalate any situations that are deemed emergent or dangerous appropriately per medical standards as a nurse normally would in these situations. The role is simply meant to be an extension of the management team members responsible for training and quality assurance, who cannot be in each facility on a weekly basis.

The utilization of this role is a strong starting point for the establishment of a facility specific Quality Program, which we would look to develop alongside the County per our open and collaborative approach.

m. Consultations

IMS understands and is willing to provide consultation services to the County on any and all of the named matters relating to the delivery of inmate medical services.

n. Bill Processing

IMS utilizes strategic partners for the examination of all billing for offsite services and resolution of improper charges. IMS cannot contract with these partners on behalf of the County but is able to make appropriate introductions should IMS be awarded the contract for inmate medical services.

o. MAT / OUD Policy

Please see below for the full IMS MAT policy.

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MEDICATION ASSISTED TREATMENT (MAT) POLICY

Adopted 8/7/23

POLICY STATEMENT:

INSTITUTIONAL MEDICAL SERVICES, PLLC shall offer FDA approved, evidenced based Medication Assisted Treatment/Medication for Addiction Treatment (MAT) to inmates who present with an alcohol use and/or opioid use disorder, and are in and compliant with an MAT Program upon incarceration, and are currently in a MAT program according to DOJ-ADA guidelines (See Attachment A and B).

A fundamental principle in developing policies and procedures related to opioid use disorder (OUD) treatment in correctional facilities is that treatment should be individualized and based on the specific needs and preferences of each inmate. Therefore, it is a priority to recognize that all OUD therapy is inmate-specific, and policies and procedures related to OUD treatment may vary from inmate to inmate.

RELATED POLICIES:

IMS Policy, Medication Administration (*NCCHC J-C-05 Essential*)

IMS Policy, Receiving Screening (*NCCHC J-E-02 Essential*)

POLICY:

DEFINITIONS

Alcohol Use Disorder (AUD): As defined by the DSM-5, an alcohol use disorder or AUD, is a problematic pattern of alcohol use that leads to clinically significant impairment or distress. This is sometimes referred to as alcohol dependence, alcoholism, or alcohol abuse.

Clinical Opiate Withdrawal Scale (COWS): An assessment tool used to rate common signs and symptoms of opiate withdrawal.

Medication Assisted Treatment/Medications Addiction Treatment (MAT): Medications for Addiction Treatment refers to medications approved by the FDA to treat substance use disorders. MAT may also be referred to as Medication Assisted Treatment.

Opioid: All natural, synthetic, and semi-synthetic chemicals that interact with opioid receptors in the body and brain to relieve the feelings of pain and reduce pain signals. Opioids include but are not limited to heroin, fentanyl, morphine, oxycodone, codeine. The term opiate refers to natural opioids (opium) or those derived from opium.

Opioid Use Disorder (OUD): As defined by the DSM-5, an opioid use disorder or OUD, is a problematic pattern of opioid use that leads to clinically significant impairment and or distress. This is sometimes referred to as opioid dependence, opioid addiction, and or opioid abuse.

Qualified Health Professional (QHP): A Physician, Psychiatrist, Nurse Practitioner, Physician Assistant, Psychologist, Social Worker, Licensed Professional Counselor, Dentist or Registered Nurse who is licensed and registered/certified by..... to practice within the scope of his/her training.

Qualified Mental Health Professional (QMHP): A Physician, Psychiatrist, Nurse Practitioner, Physician Assistant, Psychologist, Social Worker, Licensed Professional Counselor, or Registered Nurse who meets the requirements set forth in..... and is trained and experienced in the areas of mental illness or mental disabilities.

GENERAL INFORMATION

- A. For the purposes of this policy “inmate” includes any individual currently incarcerated in a detention facility.
- B. All inmates must be educated on their diagnoses and treatment benefits and risks, as per the local Opioid Use Disorder Clinic.

SCREENING AND ASSESSING FOR OUD/ AUD

Intake

- A. All incoming inmates shall be screened for substance abuse with utilizing the correctional intake form and the medical intake form. Inmates who screen positive for alcohol or opioid abuse, will be treated by the medical staff according to clinical protocols, utilizing the CIWA and COWS tools.
- B. All inmates who arrive on a current MAT Program.
 - 1. The medical staff will obtain consent to contact the MAT Program to confirm compliance and to obtain a urine 5-panel drug screen, and to continue the MAT program if approved.
 - 2. The medical staff will contact the MAT Program to confirm the inmate:
 - is actively in a MAT program
 - is compliant with the prescribed program
 - is compliant with prescribed medications
 - 3. If #2 is confirmed, the MAT program is informed that the MAT can be continued if they prescribe, provide, and deliver the medication to the correctional facility.

4. The medical staff will administer the prescribed medication according to the instructions by the prescribing provider.
5. If the inmate tests positive for any illicit drugs on intake, the facility provider will be contacted.

INFORMED CONSENT

- A. Inmate participation in medication for addiction treatment shall be voluntary. Refusals to participate shall be documented on a Release of Responsibility for Medical Treatment form.

MAT PRESCRIBING AND DISCONTINUATION

Prescribing and Administration

- A. Buprenorphine is a partial agonist narcotic shall only be prescribed by a provider who has received their DEA DATA 2000 waiver.
- B. Methadone is an agonist narcotic and may only be prescribed by a DEA approved Opioid Treatment Program, except in the case of pregnant females, which are to be treated by the local provider with a Data 2000 waiver.
- C. Vivitrol (Naltrexone) is a long-acting, opioid antagonist which blocks opioid receptors, is injectable, and an optional treatment for MOUD, and Alcohol Dependence Disorder. Inmates who request treatment with Vivitrol will be medically cleared by medical personnel and screened by the substance abuse counsellor prior to treatment. There is practically no possibility of overdose, death, or drug diversion in the correctional setting with Vivitrol.
****Please see the attached Vivitrol Treatment Guidelines adopted from the US Department Of Human Services, Division of Addiction Services.***
- D. COWS shall be administered and scored for all inmates prior to administering an agonist MAT medication for an OUD to ensure the inmate is in withdrawal, and therefore reducing the occurrence of a precipitated withdrawal. A urine drug screen shall be conducted prior to administration of Vivitrol or Naltrexone, to ensure that the prisoner has not engaged in recent use of alcohol or opioids, reducing the occurrence of a precipitated withdrawal.

The CIWA scale shall be administered for all inmates prior to administering benzodiazepine treatment for alcohol withdrawal. It may also be used to determine severity of benzodiazepine withdrawal. Providers will utilize a symptom-triggered approach.

Withdrawal will be managed by the facility medical providers. Initiation of any MAT that requires close medical monitoring, such as vital signs or withdrawal symptoms, will be conducted by medical staff and detention staff. Continuation of these medications once stable that does not require such intensive medical monitoring initially may be provided by psychiatric providers for inmates with severe and persistent mental illness (SPMI) with no, or stable, chronic general medical conditions.

DISCONTINUATION

- E. Discontinuation of MAT by the facility provider shall primarily be considered for inmates with those with evidence of sustained medical, behavioral and psychosocial stability, those who are refusing treatment, or those who develop contraindications.
- F. It is the policy of IMS, PLLC that any inmate who illegally diverts MAT medications, or found in possession of or test positive for illicit drugs, will be discontinued from the program at the discretion of the facility provider. The medical staff is to contact the facility provider of such instances for guidance on this.

DISCONTINUATION

- A. Discontinuation of MAT by the facility provider shall primarily be considered for inmates with those with evidence of sustained medical, behavioral and psychosocial stability, those who are refusing treatment, or those who develop contraindications, or as otherwise medically indicated.
- B. It is the policy of IMS, PLLC that any inmate who illegally diverts MAT medications, or found in possession of or test positive for illicit drugs, will be discontinued from the program at the discretion of the facility provider. The medical staff is to contact the facility provider of such instances for guidance on this.

DIVERSION MANAGEMENT

- A. The Detention Facility shall enforce and follow established protocols to reduce the chance that MAT medications are diverted.
- B. Inmates receiving Methadone and Buprenorphine medications shall receive their medications separate from other inmates, and will be required to be observed until a final mouth check has been performed. Dentures, partials, sponges, et cetera will not be permitted in the mouth. Long hair must be tied back.
- C. Inmates receiving Methadone and Buprenorphine medications shall participate in mouth checks before medication administration and eating/drinking before or after medication administration to ensure the prisoner has consumed the medication.
- D. Naltrexone and other MAT medications which are less likely to be diverted, shall be administered in a regular medication line and follow diversion procedures of other like medications.

MISUSE OF MEDICATION

- A. While the misuse of medication including MAT, other medications and other contraband, does not automatically result in MAT discontinuation, the inmate misusing the medication will be subject to any disciplinary action due to misconduct, and consideration by the medical provider to discontinue the MAT, and may be required to complete a drug screen to ensure no illicit drugs are being taken.

COORDINATION UPON RELEASE

- B. When possible, post-release transition to community resources for continuation of treatment services will be facilitated by the mental health liaison, if available.

SPECIAL POPULATIONS

Pregnant Women

- A. Inmates who are pregnant and have been assessed as having an OUD, can participate in MAT and shall be offered Methadone if not currently on Buprenorphine. New pregnant intakes already on Buprenorphine may remain on Buprenorphine. The primary care provider shall assess if the inmate shall transition to Buprenorphine after completion of pregnancy, or be transferred to another facility for specialized care.

Severe Mental Illness

- A. Inmates who have severe mental illness and have been assessed as having an OUD or AUD should be seen and evaluated by the Mental Health Provider, and treatment recommendations communicated to the facility provider. The facility provider will initiate MAT that requires close medical management (such as symptoms-triggered withdrawal therapy, methadone, and buprenorphine initiation). The provider will determine the treatment protocol based on the inmate history of opioid use.

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Attachment A

Supporting Information:

ADA

Examples of Discrimination against Individuals with OUD.

There are many kinds of discrimination against individuals with OUD that can be illegal under the ADA. Here are a few examples:

- A doctor's office or medical facility refuses to admit a patient because they take MOUD.
- **A jail does not allow incoming inmates to continue taking MOUD prescribed before their detention.**
- A town refuses to allow a treatment center for people with OUD to open because its residents do not want "those kind of people" in their area.
- An employer fires an employee because it finds out the employee completed treatment for a previous addiction to prescription opioids.
- An employer fires an employee because it mistakenly believes the employee has OUD, simply because the employee uses opioids legally prescribed by a doctor to treat pain from an injury.

Read more about potential discrimination against individuals with OUD at [The Americans with Disabilities Act and the Opioid Crisis](#).

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Attachment B



**U.S. Department of Justice
Civil Rights Division**

Does the ADA protect individuals who are taking legally prescribed medication to treat their opioid use disorder?

Yes, if the individual is not engaged in the illegal use of drugs. Under the ADA, an individual's use of prescribed medication, such as that used to treat OUD, is not an "illegal use of drugs" if the individual uses the medication under the supervision of a licensed health care professional, including primary care or other non-specialty providers.

This includes medications for opioid use disorder (MOUD) or medication assisted treatment (MAT). MOUD is the use of one of three medications (methadone, buprenorphine, or naltrexone) approved by the Food and Drug Administration (FDA) for treatment of OUD; MAT refers to treatment of OUD and certain other substance use disorders by combining counseling and behavioral therapies with the use of FDA-approved medications.

Example A

A skilled nursing facility refuses to admit a patient with OUD because the patient takes doctor-prescribed MOUD, and the facility prohibits any of its patients from taking MOUD. The facility's exclusion of patients based on their OUD would violate the ADA.

Example B

A jail does not allow incoming inmates to continue taking MOUD prescribed before their detention. The jail's blanket policy prohibiting the use of MOUD would violate the ADA.

<https://www.ada.gov/topics/opioid-use-disorder/#examples-of-discrimination-against-individuals-with-oud>

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Attachment C**Policy: Vivitrol Injectable Guidelines****Introduction**

The FDA approved the use of Naltrexone in the injectable formulation of Vivitrol for the use in treatment of Alcohol Dependence (2006) and Opiate Dependence (2010). Vivitrol is approved for use in Alcohol and Opiate maintenance therapy in conjunction with a full treatment experience which includes psychological counseling and aftercare programs. Opioid dependent patients, including those being treated for alcohol dependence, must be opioid free for a minimum of seven (7) days at the time of initial VIVITROL administration.

Vivitrol is indicated for use in patients who are abstinent from use of alcohol and who have undergone detoxification from opioid use. Patients should not use Vivitrol while they are actively using alcohol or opioids or are detoxifying from either substance.

Primary and Aftercare Counseling

Primary counseling providers need to accept Vivitrol injectable therapy as adjunctive to addiction treatment, just as outpatient treatment programs (OTPs) accept methadone treatment as adjunctive and not contrary to the concept of effective treatment for opioid dependence. Treatment professionals will need initial and ongoing education to effect this significant change in treatment philosophy. Those patients who are receiving Vivitrol therapy should not be in segregated groups. Currently those individuals in treatment with co-occurring disorders are not routinely segregated for primary and continuing care therapy, and those patients receiving Vivitrol should not be segregated either. Patients on Vivitrol therapy should be permitted to participate alongside patients not receiving Vivitrol- therapy in primary and aftercare substance abuse counseling.

1. Screening Tools:

All patients admitted to licensed substance abuse treatment facilities need to meet the established admission criteria as per DAS regulations. All patients must meet DSM-IV-TR criteria for Opiate or Alcohol Dependence.

Those persons presenting for substance abuse treatment must undergo a screening process to determine their diagnosis, severity of illness, and the selection of the appropriate level ¹ of care for rehabilitation counseling. The American Society of Addiction Medicine Patient Placement Criteria-2R (ASAM PPC-2R) is the only peer reviewed beta instrument currently available for patient placement assessment. Licensed substance abuse treatment agencies should select and use consistently a screening tool for all patients (e.g., CAGE, COWS, CAGE-AID, Narcotic Withdrawal Scale, or CIWA.)

2. Complete History and Physical Examination:

All patients admitted to licensed substance abuse treatment facilities will undergo a complete history and physical examination, including blood work (LFT). The history should include current and past drug and alcohol use, allergies, psychiatric, legal, medical, surgical, family, and previous drug treatment. Patients should also be screened for Hep A & B. The physical examination should be comprehensive and be specific for signs of addiction. In addition, patients should undergo a neurological and mental status evaluations. All patients that are to be treated with Vivitrol must meet DSM-IV-TR criteria for opioid abuse or dependence. All patients must meet ASAM PPC-2R Criteria for Level I or Level II treatment.

3. Comprehensive Patient Management and Referrals:

All patients must be referred for follow-up for primary medical conditions not being addressed in the licensed substance abuse treatment facility to primary care or other medical specialists as may be warranted.

All patients with major psychiatric diagnoses must be referred to a Mental Health Provider, or licensed mental health facility, qualified to manage patients with addictions.

4. Signed Informed Consent to Treatment of Vivitrol must be obtained by a physician explaining the risks and benefits of Vivitrol.

Patient Selection

Patients who currently meet DSM criteria for Alcohol or Opioid Dependence are eligible for Vivitrol therapy. These patients must have recently received detoxification from opioids and should be opioid-free for a minimum of 7 days.

Patient Exclusion

Any patient with the following conditions should not be started on Vivitrol therapy:

1. Patients with acute hepatitis or liver failure
2. Patients receiving opioid analgesics
3. Patients with current opioid dependence
4. Patients in acute opioid withdrawal
5. Patients with positive urine screens for opioids
6. Patients with a known previous allergic response to naltrexone or Vivitrol
7. Patients who fail a naloxone challenge test

Dosage and Administration

The FDA approved and recommended dose is 380mg (plus 4mg diluent) delivered intramuscularly every 4 weeks, or once a month. The injection is to be administered by a healthcare professional as an intramuscular (IM) gluteal injection, alternating buttocks for each subsequent injection, using carton provided components, only.

VIVITROL MUST NOT BE ADMINISTRED INTRAVENOUSLY OR SUBCUTANEOUSLY!

Vivitrol must be kept refrigerated (36-46 degrees F) and not frozen. Do not expose to temperatures over 77 degrees.

Vivitrol is to be given in a hospital or clinic and should not be stored at home by patients.

Pretreatment with oral Naltrexone is not required.

Warnings and Precautions

1. **Hepatotoxicity:** Naltrexone can cause hepatotoxicity when given in excessive dosages. It is contraindicated in patients in acute hepatitis and liver failure, and its use in patients with active liver disease must be carefully considered in light of its hepatotoxic effects.
2. **Injection Site Reactions:** Naltrexone injections may be followed by pain, tenderness, induration, swelling, local erythema, bruising, or pruritus. Severe reactions such as prolonged induration, hematoma, cellulitis, abscess, sterile abscess, and necrosis may require a surgical consult and intervention.
3. **Eosinophilic Pneumonia:** Eosinophilic pneumonia requires hospitalization and treatment with steroids and antibiotics.
4. **Hypersensitivity Reactions Including Anaphylaxis:** Cases of urticarial, angioedema, and anaphylaxis have occurred with Vivitrol injections. Patients should seek immediate medical attention and should not continue with Vivitrol therapy.
5. **Unintended Precipitation of Opioid Withdrawal:** This can occur when providers are unaware of patient opioid use, or in instances where a naloxone challenge test was not performed.
5. **Opioid Overdosage:** Opioid overdoses can occur after patients attempt to use (abuse) opioids after being on Vivitrol following an injection period, or immediately thereafter.
6. **Depression and Suicidality:** Alcohol and opioid dependent patients should be screened and monitored for the development of depression or suicidal thinking. These patients require psychiatric evaluations and treatment for their depression.
7. **Reversal of Vivitrol Blockade for Pain Management:** In emergency situations when Vivitrol treated patients develop pain, regional analgesia or use of nonnarcotic analgesics is recommended. If opioid medication is required, the patient should be managed in a hospital setting or a setting that can provide cardio-pulmonary resuscitation services.

Special Populations

1. **Pregnancy:** Vivitrol is a Pregnancy Category C drug. There are no adequate or well controlled studies of either naltrexone or Vivitrol in pregnant women. Patients should sign a waiver documenting that they have been informed of Vivitrol's pregnancy category status.
2. **Labor and Delivery:** The potential effects on labor and delivery are unknown.
3. **Nursing Mothers:** Naltrexone has been reported to be found in the milk of nursing mothers. A decision needs to be made regarding avoiding breast feeding or discontinuation of Vivitrol. Tumorigenicity has been found in animal studies.
4. **Pediatric Use:** The efficacy and safety has not been established for any individuals under the age of 18.
3. **Geriatric Use:** Vivitrol has not been evaluated in the geriatric population (>65 years old).



Approved and Signed:

John H. Piland, MD
Chief Medical Officer

Adapted From US Department of Human Services, Division of Addiction Clinical Guideline

References

CSAT TIP #45

MANUFACTURER'S MEDICATION GUIDE www.vivitrol.com 1-800-VIVITROL

Effective Date: Immediately Approved

Proposed Staff and Pricing

a. Proposed Weekly Staffing Schedule by Hours - **CONFIDENTIAL**

The IMS Nursing Operations team, consisting of Ms. Ruppe, Ms. Crowder, and Ms. Leonard mentioned above, is experienced in recruiting high quality nurses and ensuring the appropriate staffing levels demanded by our customers day in and day out. The Nursing Operations team collectively has nearly 30 years of nursing experience on the ground in North Carolina County correctional facilities, therefore, they not just have a deep understanding of what it takes to succeed in a correctional environment, but are able to teach, mentor, and fill in as a members of the clinical care team when necessary to ensure that any possible gaps are covered. In addition to the Operations Team, IMS maintains a bench of local PRN nurses around the geography where a facility is located and will also offer bonuses to nearby IMS nurses who aren't scheduled at their home facilities to fill in for shifts left open by vacancies, sick leave, or paid time off.

IMS, and the designated Facility Medical Director charged with directing and overseeing the medical program at the jail, will recruit, interview, hire, train, and supervise all healthcare staff. All medical staff will be licensed to practice in the State of North Carolina and will be adequate to meet conditions and specifications set forth. Furthermore, IMS maintains a rigorous triage protocol for screening inmates before they are transported to the local emergency department. We readily sent inmates that need emergency care but attempt to provide the needed care inside the facility. Dr. Welch, the Facility Medical Director, will be the final say on sending an inmate out that is not in severe distress.

IMS will ensure personnel compliance with all preexisting security regulations and procedures at Wayne County Detention Center. Aiming to ensure that IMS delivers the highest quality of service, all employees will undergo a thorough screening process, including criminal background checks, drug screenings, and TB tests, prior to employment. If an employee is deemed objectionable or unsatisfactory in their service, IMS will comply with any steps mandated by the Wayne County Detention Center to address concerns and mitigate threats.

Customer service, communication, professionalism, and developing working relationships lie at the core of the IMS Mission Statement, and to that end, we are always willing to discuss performance under the contract with Sheriff's Offices and Jail leadership whenever necessary. To the extent that County determines that there are shortcomings or excesses where staffing is concerned, or wishes to reevaluate cost of service, we welcome discussions about changes to personnel, daily staffing needs, or weekly schedules both as part of this RFP process and going forward should we be chosen as the inmate medical services provider. To reiterate, it's important to emphasize that IMS operates on a flexible model, readily engaging in discussions regarding modifications to staffing schedules and pricing as needed. Below we have provided staffing options for both 12 hour and 24 hour staffing schedules, as well as a mixed option, with associated pricing noted in the following section.

12 Hours per Day, 7 Days per Week

- Onsite coverage 12 hours per day on weekdays plus an additional 8 hours during the weekdays and, 12 hours per day on weekends.
- Onsite clinical staffing comprised of Registered Nurses, Licensed Practical Nurses, Medical Technicians, Certified Medical Assistants, and / or Certified Nursing Assistants
- On-site Physician, Nurse Practitioner, or Physician visits expected a minimum of weekly.
- 24 hour on-call

Wayne County Facility 1*Employee Type*

FTE - Registered Nurse

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	8	1	8	1	8	1	8	1	8			40
		1	12	1	12	1	12							36
1	12							1	12	1	12	1	12	48
1	12	1	12	1	12	1	12							48
								1	12	1	12	1	12	36
	24		32		32		32		32		32		24	208

Wayne County Facility 2*Employee Type*

FTE - Registered Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
	24		24		24		24		24		24		24	168

24 Hours per Day, 7 Days per Week

- Onsite coverage 24 hours per day on weekdays, 24 hours per day on weekends.
- Onsite clinical staffing comprised of Registered Nurses, Licensed Practical Nurses, Medical Technicians, Certified Medical Assistants, and / or Certified Nursing Assistants
- On-site Physician, Nurse Practitioner, or Physician visits expected a minimum of weekly.

Wayne County Facility 1*Employee Type*

FTE - Registered Nurse

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	8	1	8	1	8	1	8	1	8			40
		1	12	1	12	1	12							36
1	12							1	12	1	12	1	12	48
1	12	1	12	1	12	1	12							48
								1	12	1	12	1	12	36
		2	12	2	12	2	12	2	12					48
2	12									2	12	2	12	36
		2	12	2	12	2	12	2	12					48
2	12									2	12	2	12	36
	48		56		56		56		56		56		48	376

Wayne County Facility 2*Employee Type*

FTE - Registered Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
1	12									1	12	1	12	36
		1	12	1	12	1	12	1	12					48
		2	12	2	12	2	12	2	12					48
2	12									2	12	2	12	36
	36		36		36		36		36		36		36	252

Hybrid 24 Hours in Main Facility, 12 Hours in Annex

- Onsite coverage 24 hours per day on weekdays, 24 hours per day on weekends at the main Detention Center
- Onsite coverage 12 hours per day on weekdays, 12 hours per day on weekends at the Detention Center Annex. Detention Center staff would be utilized to triage any issues at the Annex after hours and 24 hour on-call would be available.
- Onsite clinical staffing comprised of Registered Nurses, Licensed Practical Nurses, Medical Technicians, Certified Medical Assistants, and / or Certified Nursing Assistants

- On-site Physician, Nurse Practitioner, or Physician visits expected a minimum of weekly.

Wayne County Facility 1*Employee Type*

	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
FTE - Registered Nurse			1	8	1	8	1	8	1	8	1	8			40
FTE - Licensed Practical Nurse			1	12	1	12	1	12	1	12					48
FTE - Licensed Practical Nurse	1	12									1	12	1	12	36
FTE - CMA / CNA / Tech			1	12	1	12	1	12	1	12					48
FTE - CMA / CNA / Tech	1	12									1	12	1	12	36
FTE - Licensed Practical Nurse			2	12	2	12	2	12	2	12					48
FTE - Licensed Practical Nurse	2	12									2	12	2	12	36
FTE - CMA / CNA / Tech			2	12	2	12	2	12	2	12					48
FTE - CMA / CNA / Tech	2	12									2	12	2	12	36
Total		48		56		56		56		56		56		48	376

Wayne County Facility 2*Employee Type*

	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
FTE - Registered Nurse			1	12	1	12	1	12	1	12					48
FTE - Licensed Practical Nurse	1	12									1	12	1	12	36
FTE - CMA / CNA / Tech			1	12	1	12	1	12	1	12					48
FTE - CMA / CNA / Tech	1	12									1	12	1	12	36
Total		24		24		24		24		24		24		24	168

b. Pricing Proposal

Based on the quoted ADP shown in the RFP document, and our review of the medical program requirements at Wayne County have constructed the following pricing proposal options corresponding with the staffing schedules laid out above, effective July 1, 2024, and continuing for a term of twelve (12) months ending on June 30, 2025.

Staffing Options July 1, 2024 - June 30, 2025	Proposed Fee Monthly / Annualized
12 Hours per Day, 7 Days per Week	\$ 116,250.00 Monthly
	\$ 1,395,000.00 Annualized
24 Hours per Day, 7 Days per Week	\$ 196,900.00 Monthly
	\$ 2,362,800.00 Annualized
Hybrid 24 Hours in Main Facility, 12 Hours in Annex	\$ 168,750.00 Monthly
	\$ 2,025,000.00 Annualized

IMS will submit any invoice on the first day of each month for the current month's Services, and the County shall pay the invoice within 30 days of receiving the invoice.

Upon the County's completion of the new singular detention facility which is currently under construction, 24/7 pricing for that facility will mirror the Hybrid option pricing shown above due to efficiencies achieved moving away from two separate facilities. If the County chooses to proceed with 12-hour staffing in this scenario, updated pricing will be discussed.

IMS understands that the contract period will be for the initial term of July 1, 2024 – June 30, 2025, with continuation of the contract coming in the form of one-year renewals based upon the availability of funds in each following year's budget. At the end of the initial contract period, and each subsequent one-year renewal,

IMS and County will discuss in good faith any changes to staffing requirements or proposal cost that may be necessary taking into consideration inflationary increases to cost of living.

Please note that our pricing proposal does not include provisions for a cost pool. The Compensation in this option covers only those services rendered by IMS Correctional Healthcare, LLC, and subcontracted service providers where expressly described, and does not include coverage or cost sharing for any pharmaceutical costs, outside medical fees, or other items noted in the Medical Program section. Philosophically, we believe cost pools or any other sort of cost responsibility for these obligations on the Provider creates a potential conflict of interest where there is financial incentive for certain medical decisions to be made that may not be in the best care interest of an inmate. We believe the best way to avoid this is to assign the county the responsibility for costs associated with outside medical care, while the healthcare provider is responsible for clinical decision making, so as to create a divide in responsibilities and reduce liability.

Additional Considerations

a. Confidentiality

IMS understands that the proposals shall not be considered confidential, and the proposals will be entered into the public records of the County. Any pages or sections that contain confidential or proprietary information have been marked as such, with the associated confidentiality rationale appendix attached.

b. Standard Terms and Conditions

IMS understands and agrees to all Standard Terms and Conditions laid out in Attachment A on the original RFP document.

c. Exceptions to RFP

- i. IMS takes exception to the insurance terms laid out in the original RFP document. We understand that the county has requested professional liability insurance with limits of \$1M per occurrence, \$5M aggregate. IMS does not meet the aggregate limit with a single policy, however, we maintain two professional liability policies – one at the physician level with Institutional Medical Services PLLC with limits of \$1M single / \$3M aggregate, and one at the employee level with limits of \$1M single / \$3M aggregate. We feel that this is appropriate coverage to mitigate risk and loss potential, while also avoiding becoming a target for litigation as a product of being over-insured.
- ii. As described in the medical program and pricing proposal sections, services do not include payment for outside medical bills, pharmaceuticals, or other components beyond the scope of this RFP response as specifically noted. IMS will discuss with the County the most efficient methods to handle payments to various stakeholders. For example, IMS can handle compensation for the pharmaceutical and supply provider and submit for dollar-for-dollar reimbursement from the county on the monthly invoice for service without mark-up. Outside medical bills and hospital bills are often submitted to and paid by the outsourced bill scrubbing partner, who will then submit the adjusted invoice for reimbursement directly to the County. As described throughout this proposal, our focus is being a flexible partner in working with the County to achieve the desired results and outcomes, and as such all of these items will be discussion points in crafting the program should IMS be awarded the bid.

Appendix A

Confidentiality Rationale

Pursuant to NC General Statutes §66-152(3), we have included justification below for the sections marked "Confidential" in our RFP response.

Page 5; References – IMS requests that County redact all information regarding references listed in the RFP response. These contacts requested that we make their information and identities known only to the evaluating authorities at Wayne County.

Page 7, Mandatory Questions – IMS requests that County redact details relating to claims / lawsuits for legal and privacy reasons.

Page 9; Transition Plan and Project Team – IMS requests that County redact all information under this section as we would like the names of management team members to be known only by the evaluating authorities at Wayne County for the purposes of determining a contract award, and not be subject to public disclosure.

Page 10; HIPAA – IMS requests that County redact all information under this section as we feel the subcontractors described in this section provide a strategic advantage. As such, we would like the names of subcontractors to be known only by the evaluating authorities at Wayne County for the purposes of determining a contract award, and not be subject to public disclosure.

Page 13; Mental Health Services – IMS requests that County redact all information under this section as we feel the subcontractors described in this section provide a strategic advantage. As such, we would like the names of subcontractors to be known only by the evaluating authorities at Wayne County for the purposes of determining a contract award, and not be subject to public disclosure.

Page 26; Proposed Weekly Staffing Schedule by Hours – IMS requests that County redact all information under this section as we would like the names of management team members to be known only by the evaluating authorities at Wayne County for the purposes of determining a contract award, and not be subject to public disclosure.

Wayne County Detention Center
RFP: Inmate Health Care Services

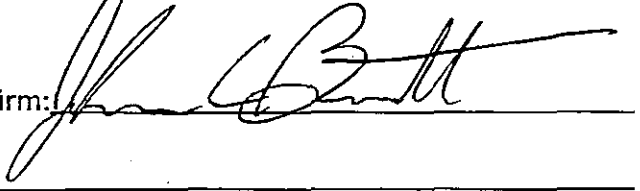
AUTHORIZED SIGNATURE FORM

Contractors that intend to submit a proposal in response to the Request for Proposals to Provide Health Care Services at the Wayne County Detention Center must complete, sign, and return this form with each proposal submitted.

Name of Firm Submitting Proposal: IMS Correctional Healthcare, LLC

Name of Authorized Representative of Firm: Jackson C. Bennett

I have read and will comply with the Wayne County procedural requirements stated in the Request for Proposal.

Signature of Authorized Representative of the Firm: 

Date: 5/15/24

Wayne County Detention Center
RFP: Inmate Health Care Services

NON-COLLUSION AFFIDAVIT

Proposal Request No. 24-001

State of North Carolina

County of Wayne

Jackson C. Bennett (name of individual), being first duly sworn, deposes
and says that:

1. He/She is the Vice President (title) of IMS Correctional Healthcare
(company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all
pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly
or indirectly, with any other proposer practice or Person to submit a collusive or sham proposal in
connection with the contract for which the attached proposal has been submitted or to refrain from
proposing in connection with such contract, or has in any manner, directly or indirectly sought by
agreement or collusion of communication or conference with any other proposer, practice or person to
fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or
cost element of the proposal price of the proposal of any other proposer or to secure through collusion,
conspiracy, connivance or unlawful agreement any advantage against the County of Wayne or any person
interested in the proposed contract; and
5. The fees provided in the attached proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature
Vice President
Title

Seal
if Corporation

Date: 5/15/24

This form must be notarized.

SUBSCRIBED AND SWORN TO BEFORE ME, 2024
This 15 day of May, 2024

Notary Public [Signature]

My Commission Expires: Aug 10 2027
KYNP-77324



Agreement for Inmate Medical Services
Addendum B

WHEREAS, this addendum relates to the to the response to the Inmate Medical Services RFP originally issued by Wayne County on April 22, drafted by Institutional Medical Services, PLLC (hereinafter “Clinical Services Provider”), and IMS Correctional Healthcare, LLC (hereinafter “Management Services Company”).

Adjustment to Staffing Level and Initial Pricing – Option 1

Management Services Company, in conjunction with Clinical Services Provider, have provided the below staffing matrix that will correspond to a total overall cost of \$1,322,000.00 annually for inmate healthcare services (\$110,166.67 per month). This is broken out as follows:

12 hour / 7 days per week staffing schedule: \$1,161,382.40

40 hour / week dedicated MAT Clinical and Administrative nursing coverage: \$160,617.60

IMS does not charge per diem fees.

Dual Facility Coverage

Employee Type

FTE - MAT / Admin Nurse

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	8	1	8	1	8	1	8	1	8			40

Wayne County Facility 1

Employee Type

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12							36
1	12							1	12	1	12	1	12	48
1	12	1	12	1	12	1	12							48
								1	12	1	12	1	12	36
	24		24		24		24		24		24		24	168

Wayne County Facility 2

Employee Type

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
		1	12	1	12	1	12	1	12					48
	12		24		24		24		24		12		12	132

Adjustment to Staffing Level and Initial Pricing – Option 2

Management Services Company, in conjunction with Clinical Services Provider, have provided the below staffing matrix that will correspond to a total overall cost of \$1,395,000.00 annually for inmate healthcare services (\$116,250.00 per month). This is broken out as follows:

12 hour / 7 days per week staffing schedule: \$1,234,382.40

40 hour / week dedicated MAT Clinical and Administrative nursing coverage: \$160,617.60

IMS does not charge per diem fees.

Dual Facility Coverage**Employee Type**

FTE - MAT / Admin Nurse

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	8	1	8	1	8	1	8	1	8			40

Wayne County Facility 1**Employee Type**

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12							36
1	12							1	12	1	12	1	12	48
1	12	1	12	1	12	1	12							48
								1	12	1	12	1	12	36
	24		24		24		24		24		24		24	168

Wayne County Facility 2**Employee Type**

FTE - Licensed Practical Nurse

FTE - Licensed Practical Nurse

FTE - CMA / CNA / Tech

FTE - CMA / CNA / Tech

Total

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
		1	12	1	12	1	12	1	12					48
1	12									1	12	1	12	36
	24		24		24		24		24		24		24	132

Please note that both Option 1 and Option 2 price do not include outside medical cost responsibility on the Provider per the detail described in the Pricing Proposal section beginning on Page 30 of the original RFP response document.

Upon the County's completion of the new singular detention facility which is currently under construction, IMS and County agree to discuss updated staffing and pricing for that facility and a new contract will be drafted reflecting updates.

Sincerely,



Dr. Jay Piland

Chief Medical Officer

Jay.h.piland@imscorrectional.com

(828) 850 – 0755



Josh Welk

President

josh.t.welk@imscorrectional.com

(484) 339 – 3369

IMS
CORRECTIONAL
HEALTHCARE
Agreement for Inmate Medical Services

THIS AGREEMENT, made this _____ day of _____, _____, by and between **WAYNE COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter “County”), **INSTITUTIONAL MEDICAL SERVICES, PLLC** (hereinafter “Clinical Services Provider”) a North Carolina Professional Limited Liability Company, and **IMS CORRECTIONAL HEALTHCARE, LLC**, a Delaware Limited Liability Company registered to conduct business in North Carolina (hereinafter “Management Services Company”);

WHEREAS, County desires to retain Clinical Services Provider and Management Services Company to provide a comprehensive health care delivery system (hereinafter the “Services”) for inmates in the Wayne County Detention Center located at 207 E Chestnut St, Goldsboro, NC 27530, and the Carey A. Winders Detention Center, located at 900 N William St, Goldsboro, NC 27530 (referred to collectively hereinafter as the “Jail”) pursuant to N.C.G.S. 153A-225; and

WHEREAS, the Clinical Services Provider and Management Services Provider have agreed to provide the Services upon the terms and conditions herein contained;

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

1. **Services.** The Clinical Services Provider will be responsible for all clinical decision-making, clinical oversight of the medical staff, and provision of medical care/treatment at the Jail. Jail medical staff overseen by the Clinical Services Provider will include a dedicated MAT / Administrative Nurse for 40 hours per week, Registered Nurses (RNs) and / or Licensed Practical Nurses (LPNs) for 12 hours per day, 7 days per week, supported by Certified Nursing Assistants (CNAs), Certified Medical Assistants (CMAs), and / or Medical Technicians for 12 hours per day, 7 days per week. Medical on-call will be provided 24 hours a day. Services shall include medical personnel exclusively setting up and administering all medications, doing medical screenings and sick call daily while on-site, all DNA testing (blood draws and swabs), and all other medically related tasks (i.e. record filing, ordering meds and supplies, etc.).

At the written request of the County, Clinical Services Provider and Management Services Company agree to discuss, in good faith, any desired changes to the onsite clinical hour schedule described above, as well as any potential changes to medical care, staffing protocols, and total cost that may be of consequence as a result.

Costs described in this Agreement include Services rendered by the Clinical Services Provider and through the contract with Correctional Behavioral Health only. Management Services Company or Provider are not responsible for costs of any supplies, equipment, pharmaceutical costs or outside medical fees or expenses. Said costs are the responsibility of County.

2. **Emergencies.** Non-emergency cases will be seen at the Jail. In the event Clinical Services Provider determines emergency services are needed, 911 shall be contacted. Jail will be

responsible for coordinating transportation for the inmate. Clinical Services Provider will review all non-emergency cases involving "High Risk Transports" at the Jail prior to transporting.

3. **Medical Director.** Clinical Services Provider, in conjunction with Management Services Company, shall designate a Medical Director, who shall be in charge of the performance of this Agreement by the Clinical Services Provider. The Medical Director will direct the medical program at the Jail with the assistance of his or her partners and nurses provided by Clinical Services Provider and Management Services Company. The Medical Director or his designee will be available 24 hours per day for telephone consultation with the nurse(s), jail administrator or designee, detention officers, or emergency medical services personnel, regarding medical care for inmates. The Clinical Services Provider, in conjunction with the Management Services Company, certifies the Medical Director is licensed to practice medicine in the State of North Carolina, is in good standing in all respects regarding his licensure and certification, has all required licenses and certifications for the position of Medical Director, and has the requisite skills and expertise to perform the duties set forth herein.

By signing this Agreement, County acknowledges and agrees Management Services Company is not a professional medical provider and will not be directly providing medical services under the Agreement. Only Clinical Services Provider, and the appropriately licensed Medical Director, being charged with oversight of medical staff, shall be responsible for the provision of medical or other clinical services, maintaining associated licensure/qualifications, and any other related medical or clinical decision-making or oversight per North Carolina Corporate Practice of Medicine guidelines and follow all state and federal laws and regulations as it relates to the treatment of inmates at jails.

4. **Medication.** Clinical Services Provider will write orders for prescription and non-prescription medication, instructions for dispensing such medication, and make recommendations for treatment of inmates.
5. Clinical Services Provider will develop protocol for Medical Director's approval on all non-emergency referrals requiring outside physician and jail transportation.
6. County will pay Management Services Company, on behalf of Clinical Services Provider, the sum of \$[HOLD FOR FINAL] per month (\$[HOLD FOR FINAL] per year) for the Services rendered, inclusive of Mental and Behavioral Health provided by Correctional Behavioral Health, as described in Addendum A, and EMR software capabilities provided by CorrecTek, as described below. Management Services Company will submit invoices on the first day of each month for the current month's Services, and the County shall pay the invoice within 30 days of receiving the invoice.

CorrecTek Spark Electronic Medical Record Software

Management Services Company, in conjunction with Clinical Services Provider, will setup and maintain CorrecTek Spark EMR Software, provided by CorrecTek on a 12-month

leased basis. Included in this software are three standard interfaces: Standard Offender Management Interfaces, Standard Pharmacy Interface, Standard Lab Interface.

CorrecTek up front implementation costs, as well as the Monthly Software Lease and Software Hosting Services provided by Kalleo Technologies, LLC, will be included in the total fee for Services described in section 6 above of the Agreement for Inmate Medical Services. Customer will be responsible for purchasing any necessary hardware and equipment with no markup from IMS.

Customer agrees to cover the cost of a JMS interface charged by Customer's JMS Software Provider. To the extent that the interface cost is prohibitively expensive, Customer can work with Management Services Company to develop and implement a file transfer software that can replace a traditional JMS interface at a one-time cost of \$2,000.

Notwithstanding anything in the Agreement for Inmate Medical Services, Customer will have the right to contract directly with CorrecTek at any time, at which point Customer will assume payment responsibility for services provided by CBH. The total fee for Services rendered, described in section 6, will be adjusted accordingly.

7. **Indemnification.** Clinical Services Provider will indemnify and hold County harmless from and against any liability, losses, damages, settlements, costs and attorney's fees, arising out of this Agreement or the performance thereof, or for death, personal injury or property damage arising out of Services performed hereunder.
8. **Insurance.** Clinical Services Provider shall carry and maintain throughout the full term of this Agreement, or any extension hereof, at Clinical Services Provider's sole expense, insurance covering just the obligations or acts of Clinical Services Provider under this Agreement, including specifically medical malpractice insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate; workers compensation insurance in accordance with North Carolina statutory requirements, with a limit of \$500,000 per occurrence; and general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of such insurance shall be furnished to the County beginning of the term of this Agreement. Clinical Services Provider shall give County thirty (30) days written notice prior to cancellation or modification of any such policy. The maintenance of such insurance will not in any manner affect Clinical Services Provider's obligation to indemnify County as described above. Clinical Services Provider agrees such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

Clinical Services Provider and Management Services Company shall further ensure Nurses, other employees, or subcontractors of Clinical Services Provider and Management Services Company, prior to each individual performing any duties pursuant to this agreement, maintain insurance covering the obligations and acts required by this Agreement, including specifically medical malpractice and general liability insurance. Clinical Services Provider and Management Services Company shall further ensure Nurses, other employees or subcontractors of Clinical Services Provider and Management

Services Company shall, prior to each individual performing any duties pursuant to this agreement be covered by Worker's Compensation insurance as may be required by law. Clinical Services Provider or Management Services Company shall provide County with certificate of insurance coverage for Nurse, other employees or subcontractors of Clinical Services Provider and Management Services Company upon request, and shall give County thirty (30) days written notice prior to cancellation or modification of any such policies. Clinical Services Provider and Management Services Company agree such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

9. **Term.** The term of this Agreement shall commence on July 1, 2024, and continue for a twelve (12) month term thereafter, ending on June 30, 2025. Both County and Management Services Company, in conjunction with Clinical Services Provider, may nonetheless cancel this contract without cause on ninety (90) days written notice to the other party.

Upon the County's completion of the new singular detention facility which is currently under construction, IMS and County agree to discuss updated staffing and pricing for that facility and a new contract will be drafted reflecting updates.

10. **Notices.** Any notice to be given hereunder shall be given in writing and delivered personally, or by registered or certified mail, return receipt requested, postage prepaid as follows:

To County:

Wayne County Sheriff's Office
Attn: Sheriff Larry Pierce
207 E. Chestnut Street
Goldsboro, NC 27530

To Clinical Services Provider:

Institutional Medical Services, PLLC
Attn: Dr. John Henry Piland, MD
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

To Management Services Company: IMS Correctional Healthcare, LLC

Attn: Joshua T. Welk
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

11. Clinical Services Provider shall at all times maintain all required certificates and licenses of medical practice, including state licensure, state privilege tax, and any other requirements for the practice of medicine in the State of North Carolina, and provide proof of same upon request to the County. Clinical Services Provider shall further be responsible for ensuring all employees employed by the Management Services Company to perform

services at the Jail maintain all required certificates and licenses relevant to medical or other professional services in the State of North Carolina.

12. **Independent Contractor.** This Agreement does not create any relationship between the County and the Clinical Services Provider or Management Services Company an employee, agent, representative, joint venture or partner of the County for any purpose whatsoever. Clinical Services Provider, in conjunction with Management Services Company, is strictly an independent contractor. Neither Clinical Services Provider nor Management Services Company are authorized to make any contract, agreement, warranty or other representation, express or implied, on behalf of the County. Neither Clinical Services Provider, in conjunction with Management Services Company, nor any employee, agent, or contract of Clinical Services Provider or Management Services Company has an employment status with the County and are not entitled to participate in any benefits extended by County to its own employees, including specifically worker's compensation benefits.

County is interested only in the results to be achieved, but the conduct and control of the work will lie solely with the Clinical Services Provider. All persons employed by the Clinical Services Provider and Management Services Company to perform services hereunder shall be subject to the exclusive and control of the Clinical Services Provider, it being the intention of the parties that Clinical Services Provider and Management Services Company and all employees shall remain independent contractors, not subject to the control of the county.

The Management Services Company, on behalf of the Clinical Services Provider, will be responsible for salary, benefits, and all insurance costs associated with its employees or others performing services on its behalf.

13. Management Services Company, on behalf of Clinical Services Provider shall give immediate written notice to the County of all accidents or claims of any nature arising out of Clinical Services Provider's performance under this Agreement, and shall cooperate fully with County or its representatives in the investigation, handling or prosecution of such claim, subject to the Clinical Services Provider's duties to report to, cooperate with, and keep confidential, matters which he must report to his medical professional liability carrier. By executing this Agreement, Clinical Services Provider authorizes the release of any police, medical, or accident reports to County or its representative. This release will survive the termination of this Agreement.
14. Failure of any party to comply with the provisions of this Agreement shall be deemed a material breach. Upon defaulting party's failure to correct such noncompliance within ten days of receipt of notice of default, the non-breaching party may, at its option, terminate this Agreement. Time is of the essence to the performance of this Agreement.
15. No failure to delay or exercise a remedy hereunder shall constitute a waiver of any such right to remedy as stated herein or under equity or law.

16. Clinical Services Provider and Management Services Company represent this Agreement is being entered into free from any obligation or claim, either for services or employees, which is contrary to the provisions hereof. This Agreement, or any right hereunder, shall not be assigned by any parties, nor shall any duty hereunder be delegated by any parties, without the express written consent of all parties. Any attempted assignment or delegation without such consent shall be void.
17. Should an adversarial proceeding arise between the parties pursuant to this Agreement, the losing party in any such proceeding shall pay the reasonable expenses, including attorney's fees, of the prevailing party or parties.
18. This Agreement shall be governed by and in accordance with the law of the State of North Carolina. Venue for any adversarial proceeding shall be set in Wayne County.
19. This Agreement, attached and incorporated, constitutes the entire agreement and understanding between the parties respecting the subjects covered herein and shall not be modified in any respect except in a writing signed by all parties.
20. This Agreement may be executed in multiple counterparts, with each counterpart so executed being deemed an original, however, collectively constituting but a single document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WAYNE COUNTY



By: Chris G

Print Name: Chris Gurley

Print Title: Chairman of the Board

INSTITUTIONAL MEDICAL SERVICES, PLLC

By: _____

Print Name: _____

Print Title: _____

IMS CORRECTIONAL HEALTHCARE, LLC

By: _____

Print Name: _____

Print Title: _____

This document has been preaudited as required by The Fiscal and Control Act.


County Finance Officer

Addendum A

Clinical Services Provider will contract with Correctional Behavioral Health (hereinafter "CBH") for the exclusive provision of Mental and Behavioral Healthcare Services. Costs associated with this service are included in the total fee for Services described in section 6 above in the Agreement for Inmate Medical Services. County recognizes that CBH is an independent company from Clinical Services Provider, in conjunction with Management Services Company, and is qualified to provide mental and behavioral healthcare services in support of the overall inmate healthcare at Wayne County. County acknowledges CBH will be responsible for the services described below:

1. Services to be Provided Weekly:

- a. [HOLD FOR FINAL] scheduled mental health clinics each week for new patient assessments and mental health follow-up appointments, by videoconference.
- b. Consultation with detention center nursing staff or MD about those inmates with serious mental illness.

2. Services to be Provided as Needed:

- a. Suicide watch evaluations as needed by videoconference. These assessments will be available once every 24 hours, with jail staff to follow the designated protocol to initiate an assessment.
- b. Each suicide watch evaluation will include a recommendation for release from suicide watch, continuation and reevaluation, or more intensive intervention at the conclusion of the assessment. Clinical documentation for the medical record will be faxed to Wayne County Detention Center, medical department within 6 hours of the evaluation.

3. Additional Services:

- a. Yearly training for staff, including detention officers, per request of Jail Administrator or his designee.

4. Triggers for Service

- a. County, by and through its medical staff or detention officers, will place inmates on a mental health referral list in order to be seen for mental health services. CBH's duties under this Agreement shall not trigger until it receives the mental health referral from the County which shall be telephoned, texted, emailed, or communicated via other electronic means to CBH. Upon receipt of the mental health referral, CBH will see inmate during a scheduled time. It shall be the sole responsibility of the County or its designees to ensure inmates who need mental health services are placed on the mental health referral list for evaluation and treatment.
- b. In the case of suicide watch evaluations, it shall be the sole responsibility of the County or its designee to notify CBH of any inmate who needs a suicide watch evaluation. County shall notify CBH via phone call and an email. All inmate's names who are telephoned in to CBH by 2:00pm will

be assessed the same day. Those inmates referred after 2:00pm will be seen the following day.

5. Other Service Terms:

- a. CBH may be asked to assist in the development of policies and procedures for the Facility and/or County as they pertain to the responsibility of CBH.
- b. Review and support treatment protocols, formularies, and policies/procedures established by the County.
- c. Perform in compliance with national, and local standards for the general delivery of services within the County Jail system.
- d. County, at any time, can request from CBH a report of services provided (not violating HIPAA, so without any specific patient information) that would include number of inmates seen, diagnostic breakdowns, etc.

Notwithstanding anything in the Agreement for Inmate Medical Services, Customer will have the right to contract directly with CBH at any time at which point Customer will assume payment responsibility for services provided by CBH. The total fee for Services rendered, described in section 6, will be adjusted accordingly.

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2024-15: A RESOLUTION BY THE COUNTY OF WAYNE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Wayne County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen; drug makers Johnson & Johnson and its subsidiary Janssen Pharmaceuticals, and Purdue Pharma, Mallinckrodt, Insys, Allergan, Endo, and Teva; and pharmacies CVS, Rite Aid, Walgreens, and Walmart;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Wayne County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a separate resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states 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) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Wayne County authorizes the expenditure of opioid settlement funds as follows:

- 1. First strategy authorized
 - a. Name of strategy: Addiction treatment for incarcerated persons.
 - b. Strategy is included in Exhibit A.
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Number 11 (Exhibit A)
 - d. Amount authorized for this strategy: \$160,617.60
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
 - f. Description of the program, project, or activity: Wayne County will contract with its correctional healthcare provider to provide Medication-Assisted Treatment services to inmates at the Wayne County Detention Center. The provider will supply MAT clinical and administrative nursing coverage for 40 hours a week.

g. Provider: IMS Correctional Healthcare

2. Second strategy authorized

- a. Name of strategy: Addiction treatment for incarcerated persons
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Number 11 (Exhibit A)
- d. Amount authorized for this strategy: \$45,000
- e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2025
- f. Description of the program, project, or activity: Wayne County will implement a Substance Misuse Program in the Wayne County Detention Center. This award will cover the costs of medication which will be administered by the current correctional healthcare provider.
- g. Provider: Wayne County Sheriff's Office

3. Third strategy authorized

- a. Name of strategy: Early Intervention
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Number 6 (Exhibit A)
- d. Amount authorized for this strategy: \$15,000
- e. Period of time during which expenditure may take place:
Start date June 24, 2024 through End date August 1, 2024
- f. Description of the program, project, or activity: Funding will go to a non-profit who offers a Structured Day program which is designed to provide a positive environment for high-risk youth and juvenile offenders. The target population are youth ages 10 – 18, that have been suspended long term or short term, and are deemed inappropriate for the regular school placement, who are juvenile justice involved. High risk youth who are not juvenile justice involved will be considered for placement if they are determined to be at risk of long-term expulsion.
- g. Provider: Prevention and Treatment Center

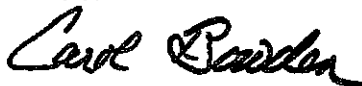
The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$220,617.60.

Adopted this the 4th day of June, 2024.

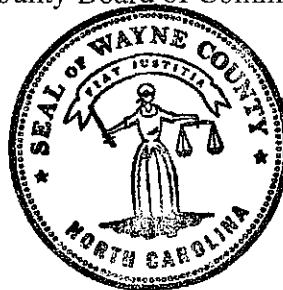


Chris Gurley, Chairman
Wayne County Board of Commissioners

ATTEST:



Carol Bowden, Clerk to the Board



Journal Proof Report



Journal Number: 177 Year: 2024 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-549100	Dues & Subscriptions	To cover postage			\$100.00
BUA	1106110-532500	Postage	To cover postage		\$100.00	
			Journal 2024/12/177	Total	\$100.00	\$100.00

Journal Proof Report



Journal Number: 953 Year: 2024 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2505912-558000	Capital Out-Bldg Struct & Impr	Finance			\$225000.00
BUA	2505912-558000	Capital Out-Bldg Struct & Impr	Finance		\$225000.00	
	E-C240122 -WCPS -Construx -Pre-Constr					
Journal 2024/11/953				Total	\$225000.00	\$225000.00

Journal Proof Report



Journal Number: 954 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
	Formatted Project String					
BUA	2505912-558000	Capital Out-Bldg Struct & Impr	Geotech Construction			\$12000.00
BUA	2505912-558000	Capital Out-Bldg Struct & Impr	Geotech Construction		\$12000.00	
	E-C240122 -WCPS -Construx -GeoTech					
			Journal 2024/11/954	Total	\$12000.00	\$12000.00

Journal Proof Report



Journal Number: 955 Year: 2024 Period: 11

Description: Finance

Reference 1: 533 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-557000	Capital Outlay-Land	Perimeter Fence Project		\$1694000.00	
BUA	1109860-598000	Transfers to Other Funds	Perimeter Fence Project		\$169400.00	
BUA	6324530-335000	Grant Revenues	Perimeter Fence Project			\$1524600.00
BUA	1100000-399100	Fund Balance Appropriated	Perimeter Fence Project			\$169400.00
BUA	6324530-398100	Transfers from Other Funds-GF	Perimeter Fence Project			\$169400.00
			Journal 2024/11/955	Total	\$1863400.00	\$1863400.00

Journal Proof Report



Journal Number: 180 Year: 2024 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104311-543100	Rental of Copier Equipment	Shortfall in Rental Copier lin		\$12.00	
BUA	1104311-537000	Advertising	Shortfall in Rental Copier lin			\$12.00
			Journal 2024/12/180	Total	\$12.00	\$12.00

Journal Proof Report



Journal Number: 181 Year: 2024 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315162-523100	Program Supplies	Child Health Program		\$1082.00	
BUA	1315162-529100	Data Processing Supplies	Child Health Program			\$520.00
BUA	1315162-534100	Printing	Child Health Program			\$362.00
BUA	1315162-549100	Dues & Subscriptions	Child Health Program			\$200.00
			Journal 2024/12/181	Total	\$1082.00	\$1082.00

Journal Proof Report



Journal Number: 182 Year: 2024 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104131-543100	Rental of Copier Equipment	Budgetary shortfall		\$375.00	
BUA	1104131-549100	Dues & Subscriptions	Budgetary shortfall			\$375.00
			Journal 2024/12/182	Total	\$375.00	\$375.00

Journal Proof Report



Journal Number: 956 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-535300	Repairs & Maint-Vehicles	Shortfall for Mainten. & Repai		\$4800.00	
BUA	1104310-525100	Vehicle Supplies-Fuel/Diesel	Shortfall for Mainten. & Repai			\$4800.00
			Journal 2024/11/956	Total	\$4800.00	\$4800.00

Journal Proof Report



Journal Number: 183 Year: 2024 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4688100-558000	Capital Out-Bldg Struct & Impr	Paging System For DHHS			\$16178.48
BUA	4688100-558000	Capital Out-Bldg Struct & Impr	Paging System For DHHS		\$16178.48	
	E-C220001 -DSS/Health-IT	-				
			Journal 2024/12/183	Total	\$16178.48	\$16178.48

Journal Proof Report



Journal Number: 184 Year: 2024 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-535100	Repairs & Maint-Buildings	Repairs		\$2000.00	
BUA	6324530-535200	Repairs & Maint-Equipment	Repairs		\$1000.00	
BUA	6324530-533500	Sewer	Repairs			\$2000.00
BUA	6324530-533100	Electricity	Repairs			\$1000.00
			Journal 2024/12/184	Total	\$3000.00	\$3000.00

Journal Proof Report



Journal Number: 957 Year: 2024 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-535100	Repairs & Maint-Buildings	Window Tinting		\$325.00	
BUA	1104310-523200	Audio Visual Supplies	Window Tinting			\$325.00
			Journal 2024/11/957	Total	\$325.00	\$325.00

Journal Print Report

Journal Number: 257

Year: 2024

Period: 12

Description:

Reference 1:

Reference 2:

Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4688100-558000	Capital Out-Bldg Struct & Impr				\$2023550.00
BUA	4688100-558000	Capital Out-Bldg Struct & Impr			\$2023550.00	
	E-C220001 -DSS/Health-FF&E	-				
Journal 2024/12/257				Total	\$2023550.00	\$2023550.00

Journal Entry Report

Journal Number: 258 Year: 2024 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265300-518210	401K Retirement Contribution			\$500.00	
BUA	1265300-517000	Board Member Expenses				\$500.00
Journal 2024/12/258				Total	\$500.00	\$500.00

Journal Entry Report

Journal Number: 260 Year: 2024 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315112-523950	Medical Equip - Non-Capital			\$100.00	
BUA	1315112-549750	Incentive Payments			\$358.00	
BUA	1315110-512600	Part Time or Extra Help				\$308.00
BUA	1315112-518200	Retirement Contribution				\$150.00
			Journal 2024/12/260	Total	\$458.00	\$458.00

Journal Print Report

Journal Number: 261 Year: 2024 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-533100	Electricity			\$50.00	
BUA	1104310-529900	Miscellaneous Supplies				\$50.00
Journal 2024/12/261				Total	\$50.00	\$50.00