



Town of Pilot Mountain
Town Hall 124 West Main Street Pilot Mountain, NC 27041
Monday, September 13, 2021, 7:00 PM

BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Call to Order/Moment of Silence/Pledge of Allegiance

Adoption of Agenda

Public Comment

Anyone may speak on any issue. Before speaking, please state your name and address. Please limit comments to three minutes.

Consent Agenda

- [1.](#) Approval of Minutes

Board & Committee Reports

2. ABC Board Report

Unfinished Business

- [3.](#) ARPA Non-Profit Assistance
- [4.](#) Armfield Civic Center-Shared Employee

New Business

- [5.](#) Business Registration Ordinance
- [6.](#) Fee Schedule Amendment
- [7.](#) Approval of Financing Terms
- [8.](#) DEQ Funding Request
- [9.](#) Vaccine Incentives
- [10.](#) Opioid Settlement Resolution

Administrative Reports

- [11.](#) Town Manager and Staff Reports

Mayor and Commissioners Comments

Other Business

Adjourn

**Town of Pilot Mountain
Board of Commissioners Meeting
Monday, August 9, 2021
7:00 PM**

Members Present: Mayor Evan Cockerham, Commissioner Rachel Collins, Commissioner Donna Kiger, and Commissioner Dwight Atkins

Staff Present: Town Manager, Michael Boaz, Town Clerk, Holly Utt, Police Chief Robbie Jackson and Town Attorney, Ed Woltz

Call to order 7:00 PM

Mayor Cockerham called the meeting to order at 7:00 PM. After a moment of silence, Commissioner Kiger led the Pledge of Allegiance.

Mayor Cockerham presented a plaque to Olivia Jessup for her article in Our State Magazine. Christy Craig was presented a plaque for her article in Winston-Salem Monthly. Both were recognized for their efforts to spotlight Pilot Mountain.

Adoption of Agenda

Commissioner Collins made a motion to adopt the agenda as presented and it was unanimous.

Public Comment

Cory George, Pilot Surveying and Engineering, 106 S. Depot St, Suite D, was present to address the Board. Mr. George expressed disappointment in the town's selection process for On Call Engineering RFQ. He stated that he was not upset that his firm wasn't selected, but he was not given a fair evaluation. He stated that there was misrepresentation from the town manager to the Board and lack of communication from town administration. He noted several items that were discussed at the meeting that was not requested in the RFQ's and him, nor have the other companies received any official notification that they were not selected.

Jessica George, 106 S Depot St, Suite D, was present to address the Board. She explained that they moved their family to Pilot Mountain and started a business here. They hire local and believe in stimulating the local economy and to not get any consideration on their proposal was disturbing. Their business was misrepresented by their size, pricing and openly admitting that they did not know what their capabilities were in regards to grant writing and funding. She suggested that in the future when they were discussing local businesses on a live feed at least be accurate and do not discredit small businesses that are fully capable of serving the town. She asked that staff respond to emails and not ignore their business.

Presentations

Luke Hutchens, representing Troop 561 & 539, gave a presentation to the Board. He gave background into what encouraged him to get involved in scouting and thanked friends and family for helping him achieve his goals. He will be working on his Eagle Scout project in Pilot Mountain and would need Board

approval. He asked the Board to consider approval for a Veterans Memorial at the cemetery. He will come back to the Board with plans at a later date.

Consent Agenda

- June 14, 2021 Regular Meeting
- June 16, 2021 Recessed Meeting

Commissioner Kiger made a motion to approve the consent agenda and it was unanimous.

Board & Committee Reports

June 2021 sales were \$170,020, an increase of 10.74% over June 2020 sales of \$149,445. On behalf of Billy Pell, Mr. Boaz commended the employees of the ABC Store for their hard work and especially store manager, Paula Jones. In July 2021 the store did over \$200K in sales. Mr. Boaz reminded everyone that all of the ABC Store profits are distributed to the town's general fund which helps with the property tax rate.

New Business

ARPA Capital Project Ordinance

Mr. Boaz stated that the town had received the first round of ARPA funds of \$225K. In order to expend the funds, the LGC has recommended that we create a Capital Project. The expenditure are broken down as the Board previously discusses. Commissioner Atkins made a motion to approve the Project Budget Ordinance – American Rescue Plan Act Project and it was unanimous.

FY 2021-2022 Budget Amendment 1

Commissioner Collins made a motion to approve FY 2021-2022 Budget Amendment 1 and it was unanimous.

Stream Bank Restoration Capital Project Ordinance

Commissioner Atkins made a motion to adopt Project Budget Ordinance – Stream Bank Restoration Capital Project and it was unanimous.

Mount Airy Interconnect Loan and Grant Funds Acceptance

Commissioner Kiger made a motion to approve Resolution 2021-08 authorizing town acceptance of Mount Airy Interconnect Loan and Grant Funds and it was unanimous.

Sunset/Simmons Water Line Funds Acceptance

Mr. Boaz explained that the state had approved the funding request for the Sunset/Simmons water line project. Commissioner Collins made a motion to approve Resolution 2021-09 and it was unanimous.

Mount Airy Interconnect Project Amendment 1

Commissioner Atkins made a motion to approve the Mount Airy Interconnect Capital Project Ordinance Amendment No. 1 and it was unanimous.

Mount Airy Interconnect Easement Condemnations

Mr. Boaz explained that there were six properties that, despite efforts to contact them, the Board will need to condemn the easements. These are simple easements of 15'. Commissioner Atkins made a motion to authorize the condemnations needed for easements and it was unanimous.

Administrative Reports
Town Manager's Report

- There will be a pre-construction meeting tomorrow with DOT on the paving project. There will be some water and sewer line work completed before the paving begins.
- Paving should be completed on Sunset/Simmons Street this week
- Speed bumps have been installed on N. Depot St. There has been positive feedback received from the residents in the area
- The music on Main Street is not working. There are a number of issues with the line and they are trying to decide if they want to repair the line or upgrade the system

Mayor and Commissioners Comments

Commissioner Atkins: Commissioner Atkins thanked Luke Hutchens for his presentation. He noted that the car show was a great success. He asked about the charging stations. Mr. Boaz stated that they were waiting for an electrician to install.

Commissioner Kiger: Commissioner Kiger thanked Luke Hutchens for his presentation. She missed the National Night Out event, but expressed appreciation for everyone that made the event successful.

Commissioner Collins: Commissioner Collins expressed her appreciation to the Police Department for the National Night Out event. She thanked Luke Hutchens for his presentation. She also thanked Cory and Jessica George for coming out. She explained that the Board had spent a good amount of time reviewing the information received from the engineering companies before the meeting took place.

Mayor Cockerham: Mayor Cockerham explained that the six minutes that was spent on making a decision for engineering didn't reflect the amount of time that the members spent reviewing the documents. Multiple factors went in to that decision. He offered his apology to Cory George since he thought his business had been misrepresented, that was certainly not the intention. Mayor Cockerham thanked Luke Hutchens and commended him for his efforts to better the community.

Other Business

No other business to discuss.

Adjourn or Recess

Commissioner Kiger made a motion to adjourn and it was unanimous.

Respectfully Submitted:

Attest:

Holly Utt
Town Clerk

Evan Cockerham
Mayor



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

ARPA Non-Profit Assistance	
<u>Background Information:</u>	
As a part of the discussion on how to spend ARPA funds, the Board tentatively set aside \$20,000 to assist the Armfield Civic Center with recovering from the loss of revenue as a result of COVID-19. The Board asked for some additional information and it is included in your packet.	
I recommend that the Board authorize staff to disburse this money to ACC.	
<u>Staff Recommendation:</u>	Authorize disbursement of ARPA Funds to ACC
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Authorize disbursement of ARPA funds• Deny authorization• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• ACC Financial Info	

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.
Profit & Loss

January through December 2014

Jan - Dec 14

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	352.00
3009 · Annual Membership	39,320.55
3010 · Draft Membership	300,458.76
30105 · Silver Sneakers / Be Active	63,964.50
3011 · Vending - Snack Machine	52.00
3012 · Fitness Class	14,076.90
3015 · Before & After School	49,948.99
3017 · Youth Soccer	33,009.00
3018 · Camp Pilot Mountain / Nursery	32,059.50
3020 · Grant - Town/County	1,369.00
3023 · United Fund	4,432.00
3026 · Donations Fundraising Dev	1,206.00
3028 · Sales Tax Refund	1,802.28
3030 · Coke Vending	5,598.74
3036 · Swim Classes / PAC	12,313.88
3038 · Youth Basketball	21,053.46
3045 · Room Rental	30,163.25
3046 · Pool Rental	1,849.00
3050 · Special Events Income	23,512.66
3055 · Activation - Key Tag	4,180.00
3115 · Guest Fees	10,628.20
3131 · Special Projects	9,595.89
3190 · Misc Income	25,479.52
46000 · Merchandise Sales	801.32
48600 · Erase the Debt - Special Event	0.00
7010 · Interest Earned	519.87

Total Income 687,747.27

Gross Profit 687,747.27

Expense

5101 · Admin Payroll	126,511.41
5102 · Family Service Payroll	53,682.64
5103 · Operations Payroll	39,192.25
5104 · Fitness Payroll	45,845.62
5107 · Aquatics Payroll	50,940.27
5116 · Sport Fitness Subcontract	23,266.63
5120 · Payroll Tax	28,132.84
5210 · Printing / Advertising	717.19
5220 · Meals & Entertainment	460.48
5230 · Bank Charges	470.08
5231 · BK Card Disc Fee	2,665.83
5250 · Summer Camp Supplies	5,978.89

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.
Profit & Loss

January through December 2014

	<u>Jan - Dec 14</u>
5252 · Basketball	4,245.75
5257 · Soccer	12,312.85
5261 · B / A School Supplies	3,079.76
5263 · Special Events	13,642.62
5271 · Training	552.50
5272 · Key Tag	2,993.06
5285 · Fitness Equipment	7,778.43
5286 · Fitness Supplies	1,956.56
5287 · Pool Supplies	2,533.54
5288 · Permits	545.00
5290 · Building Insurance	23,913.00
5291 · Pool Chemicals	5,593.39
5350 · Postage	559.84
5361 · IT / Computer Services	1,191.11
5377 · Park Maintenance	9,937.86
5379 · Pool Maintenance	2,730.82
5380 · Building Maintenance	18,784.19
5381 · Housekeeping Supplies	9,340.77
5382 · Special Projects - Expenses	31,248.80
5390 · Contract Maintenance	5,180.87
5391 · Security System	3,408.28
5400 · Office Supplies	4,379.94
5410 · Sales Tax	
54101 · Forsyth ST	193.22
54102 · Stokes ST	81.85
54103 · Surry ST	4,522.94
54104 · Other Counties ST	37.47
54105 · Food ST	32.78
5410 · Sales Tax - Other	45.72
Total 5410 · Sales Tax	<u>4,913.98</u>
5430 · Phone / Cable	5,843.61
5450 · Power	61,069.77
5451 · LP Gas	29,662.89
5452 · Water	11,932.82
5475 · Uniforms	266.07
5495 · Miscellaneous	4,073.85
66000 · Payroll Expenses	4,244.81
7200 · Capital Account	9,597.50
Total Expense	<u>675,378.37</u>
Net Ordinary Income	<u>12,368.90</u>
Net Income	<u><u>12,368.90</u></u>

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2015

Jan - Dec 15

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	623.00
3009 · Annual Membership	33,993.00
3010 · Draft Membership	300,995.49
30105 · Silver Sneakers / Be Active	32,453.50
3011 · Vending - Snack Machine	232.20
3012 · Fitness Class	5,272.00
3015 · Before & After School	44,542.06
3017 · Youth Soccer	21,147.50
3018 · Camp Pilot Mountain / Nursery	33,223.75
3020 · Grant - Town/County	1,369.00
3023 · United Fund	4,502.00
3026 · Donations Fundraising Dev	843.00
3027 · SCS / Other debt Contributors	11,573.50
3028 · Sales Tax Refund	2,192.13
3030 · Coke Vending	5,696.39
3036 · Swim Classes / PAC	14,512.50
3038 · Youth Basketball	22,109.40
3045 · Room Rental	28,389.50
3046 · Pool Rental	4,250.00
3050 · Special Events Income	34,643.46
3055 · Activation - Key Tag	4,329.00
3115 · Guest Fees	10,906.50
3131 · Special Projects	1,500.00
3190 · Misc Income	1,651.22
46000 · Merchandise Sales	484.16
7010 · Interest Earned	390.34

Total Income 621,824.60

Gross Profit 621,824.60

Expense

4010 · Vending - Snack expenses	684.05
5101 · Admin Payroll	117,122.22
5102 · Family Service Payroll	55,257.52
5103 · Operations Payroll	29,449.24
5104 · Fitness Payroll	44,829.18
5107 · Aquatics Payroll	60,494.65
5116 · Sport Fitness Subcontract	17,740.12
5120 · Payroll Tax	26,865.71
5210 · Printing / Advertising	683.07
5220 · Meals & Entertainment	590.12
5230 · Bank Charges	1,553.00
5231 · BK Card Disc Fee	3,356.05

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.
Profit & Loss

January through December 2015

	<u>Jan - Dec 15</u>
5250 · Summer Camp Supplies	4,145.35
5252 · Basketball	3,754.63
5257 · Soccer	9,263.83
5261 · B / A School Supplies	3,273.82
5263 · Special Events	18,844.55
5271 · Training	270.00
5272 · Key Tag	3,737.16
5285 · Fitness Equipment	10,244.39
5286 · Fitness Supplies	3,512.69
5287 · Pool Supplies	1,240.23
5288 · Permits	890.00
5290 · Building Insurance	19,312.49
5291 · Pool Chemicals	6,371.79
5350 · Postage	353.90
5361 · IT / Computer Services	2,561.46
5377 · Park Maintenance	9,179.10
5379 · Pool Maintenance	3,310.00
5380 · Building Maintenance	14,329.73
5381 · Housekeeping Supplies	9,732.44
5382 · Special Projects - Expenses	234.60
5390 · Contract Maintenance	5,349.11
5391 · Security System	3,397.15
5400 · Office Supplies	4,263.45
5410 · Sales Tax	
54101 · Forsyth ST	133.24
54102 · Stokes ST	9.58
54103 · Surry ST	5,264.61
54104 · Other Counties ST	1.13
54105 · Food ST	24.59
5410 · Sales Tax - Other	246.90
Total 5410 · Sales Tax	<u>5,680.05</u>
5430 · Phone / Cable	5,716.74
5450 · Power	55,685.18
5451 · LP Gas	43,905.48
5452 · Water	16,361.92
5495 · Miscellaneous	2,933.82
66000 · Payroll Expenses	4,557.94
7200 · Capital Account	13,917.48
Total Expense	<u>644,955.41</u>
Net Ordinary Income	<u>-23,130.81</u>
Net Income	<u><u>-23,130.81</u></u>

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2016

Jan - Dec 16

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	2,293.30
3008 · Scholarship	36.50
3009 · Annual Membership	32,463.00
3010 · Draft Membership	284,334.19
30105 · Silver Sneakers / Be Active	26,832.25
3011 · Vending - Snack Machine	714.00
3012 · Fitness Class	7,021.00
3015 · Before & After School	37,568.75
3017 · Youth Soccer	24,713.75
3018 · Camp Pilot Mountain / Nursery	34,241.92
3020 · Grant - Town/County	500.00
3026 · Donations Fundraising Dev	1,843.00
3027 · SCS / Other debt Contributors	12,000.00
3030 · Coke Vending	5,750.89
3034 · PAC Income	0.00
3036 · Swim Classes / PAC	22,021.50
3038 · Youth Basketball	16,618.61
3040 · Karate	8,961.25
3045 · Room Rental	23,913.75
3046 · Pool Rental	5,050.00
3050 · Special Events Income	15,353.50
3055 · Activation - Key Tag	3,330.20
3115 · Guest Fees	8,515.45
3190 · Misc Income	25,915.22
46000 · Merchandise Sales	0.00
7010 · Interest Earned	350.10

Total Income 600,342.13

Gross Profit 600,342.13

Expense

4010 · Vending - Snack expenses	50.48
5101 · Admin Payroll	87,751.72
5102 · Family Service Payroll	48,814.11
5103 · Operations Payroll	35,283.04
5104 · Fitness Payroll	41,315.38
5107 · Aquatics Payroll	64,946.22
5116 · Sport Fitness Subcontract	17,630.00
5120 · Payroll Tax	22,537.30
5130 · Swim Event Expense	648.00
5210 · Printing / Advertising	56.64
5220 · Meals & Entertainment	868.26
5230 · Bank Charges	4,912.00

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2016

Jan - Dec 16

5231 · BK Card Disc Fee	4,086.03
5250 · Summer Camp Supplies	5,117.64
5252 · Basketball	3,443.94
5255 · karate Contract	7,153.00
5257 · Soccer	9,931.71
5261 · B / A School Supplies	2,297.16
5263 · Special Events	5,173.68
5271 · Training	498.00
5272 · Key Tag	1,593.90
5285 · Fitness Equipment	10,865.07
5286 · Fitness Supplies	2,152.33
5287 · Pool Supplies	953.41
5288 · Permits	495.00
5290 · Building Insurance	21,704.74
5291 · Pool Chemicals	5,323.96
5350 · Postage	218.65
5361 · IT / Computer Services	1,137.20
5377 · Park Maintenance	10,481.80
5379 · Pool Maintenance	9,230.89
5380 · Building Maintenance	10,295.78
5381 · Housekeeping Supplies	8,436.30
5382 · Special Projects - Expenses	1,797.00
5390 · Contract Maintenance	5,924.71
5391 · Security System	3,470.30
5400 · Office Supplies	6,295.29
5410 · Sales Tax	
54101 · Forsyth ST	115.83
54102 · Stokes ST	53.59
54103 · Surry ST	3,994.76
54105 · Food ST	14.20
5410 · Sales Tax - Other	1.05
Total 5410 · Sales Tax	4,179.43
5430 · Phone / Cable	6,875.12
5450 · Power	50,880.01
5451 · LP Gas	30,970.96
5452 · Water	16,989.00
5475 · Uniforms	121.18
5495 · Miscellaneous	2,123.36
66000 · Payroll Expenses	4,428.39
7200 · Capital Account	27,834.96
Total Expense	607,293.05

Net Ordinary Income -6,950.92

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2016

Jan - Dec 16

Net Income

-6,950.92

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2017

Jan - Dec 17

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	3,946.00
3009 · Annual Membership	35,430.37
3010 · Draft Membership	285,271.86
30105 · Silver Sneakers / Be Active	28,066.25
3011 · Vending - Snack Machine	218.00
3012 · Fitness Class	8,068.00
3015 · Before & After School	44,339.41
3017 · Youth Soccer	20,328.50
3018 · Camp Pilot Mountain / Nursery	28,604.29
3023 · United Fund	4,000.00
3026 · Donations Fundraising Dev	1,580.15
3027 · SCS / Other debt Contributors	10,000.00
3030 · Coke Vending	2,719.13
3036 · Swim Classes / PAC	21,928.75
3038 · Youth Basketball	17,905.06
3040 · Karate	9,572.50
3042 · Senior Center	37.50
3045 · Room Rental	17,324.50
3046 · Pool Rental	6,900.00
3050 · Special Events Income	37,744.48
3055 · Activation - Key Tag	3,507.50
3115 · Guest Fees	7,144.57
3190 · Misc Income	511.25
7010 · Interest Earned	323.44

Total Income 595,471.51

Gross Profit 595,471.51

Expense

5101 · Admin Payroll	90,596.92
5102 · Family Service Payroll	39,219.28
5103 · Operations Payroll	31,521.28
5104 · Fitness Payroll	33,155.30
5107 · Aquatics Payroll	64,630.44
5116 · Sport Fitness Subcontract	17,563.57
5120 · Payroll Tax	19,914.00
5130 · Swim Event Expense	564.00
5210 · Printing / Advertising	225.00
5220 · Meals & Entertainment	747.74
5230 · Bank Charges	3,748.50
5231 · BK Card Disc Fee	5,191.17
5250 · Summer Camp Supplies	3,351.46
5252 · Basketball	4,786.65

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.
Profit & Loss

January through December 2017

Jan - Dec 17

5255 · karate Contract	7,590.00
5257 · Soccer	8,857.94
5261 · B / A School Supplies	1,716.81
5263 · Special Events	6,157.54
5271 · Training	50.00
5272 · Key Tag	4,588.92
5285 · Fitness Equipment	14,000.98
5286 · Fitness Supplies	3,125.03
5287 · Pool Supplies	4,204.62
5288 · Permits	815.00
5290 · Building Insurance	19,568.50
5291 · Pool Chemicals	5,918.56
5350 · Postage	226.13
5361 · IT / Computer Services	1,209.12
5377 · Park Maintenance	13,238.18
5379 · Pool Maintenance	3,411.66
5380 · Building Maintenance	19,792.18
5381 · Housekeeping Supplies	9,997.20
5390 · Contract Maintenance	4,939.20
5391 · Security System	4,127.20
5400 · Office Supplies	2,082.61
5410 · Sales Tax	
54101 · Forsyth ST	72.65
54102 · Stokes ST	42.73
54103 · Surry ST	5,200.36
54105 · Food ST	6.07
5410 · Sales Tax - Other	7.21
Total 5410 · Sales Tax	<u>5,329.02</u>
5430 · Phone / Cable	5,559.05
5450 · Power	44,135.55
5451 · LP Gas	23,126.39
5452 · Water	14,679.00
5475 · Uniforms	81.00
5495 · Miscellaneous	3,232.91
66000 · Payroll Expenses	4,935.32
7200 · Capital Account	25,515.38
Total Expense	<u>577,426.31</u>
Net Ordinary Income	<u>18,045.20</u>
Net Income	<u><u>18,045.20</u></u>

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2018

Jan - Dec 18

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	8,130.00
3009 · Annual Membership	25,803.90
3010 · Draft Membership	280,194.42
30105 · Silver Sneakers / Be Active	31,863.75
3012 · Fitness Class	9,530.80
3015 · Before & After School	38,005.50
3017 · Youth Soccer	15,780.50
3018 · Camp Pilot Mountain / Nursery	26,393.00
3023 · United Fund	4,000.00
3026 · Donations Fundraising Dev	3,867.61
3027 · SCS / Other debt Contributors	61,500.00
3030 · Coke Vending	2,539.00
3036 · Swim Classes / PAC	19,241.50
3037 · Sports - Special Events	535.00
3038 · Youth Basketball	17,069.84
3040 · Karate	9,800.00
3045 · Room Rental	15,171.75
3046 · Pool Rental	7,622.00
3050 · Special Events Income	16,658.50
3055 · Activation - Key Tag	3,605.00
3115 · Guest Fees	7,431.25
3190 · Misc Income	175.51
7010 · Interest Earned	455.93

Total Income 605,374.76

Gross Profit 605,374.76

Expense

5101 · Admin Payroll	104,948.67
5102 · Family Service Payroll	49,044.65
5103 · Operations Payroll	21,670.36
5104 · Fitness Payroll	27,840.97
5107 · Aquatics Payroll	67,735.43
5116 · Sport Fitness Subcontract	21,087.00
5120 · Payroll Tax	20,668.77
5130 · Swim Event Expense	699.00
5210 · Printing / Advertising	480.32
5220 · Meals & Entertainment	531.69
5230 · Bank Charges	3,933.00
5231 · BK Card Disc Fee	7,745.52
5250 · Summer Camp Supplies	4,249.86
5252 · Basketball	4,711.78
5255 · karate Contract	7,956.00
5257 · Soccer	6,089.99
5261 · B / A School Supplies	1,966.08

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2018

Jan - Dec 18

5263 · Special Events	4,702.48
5271 · Training	35.00
5272 · Key Tag	3,670.00
5285 · Fitness Equipment	15,503.09
5286 · Fitness Supplies	2,926.79
5287 · Pool Supplies	1,112.89
5288 · Permits	375.00
5290 · Building Insurance	20,058.56
5291 · Pool Chemicals	7,698.92
5350 · Postage	221.40
5361 · IT / Computer Services	2,653.20
5377 · Park Maintenance	3,220.29
5379 · Pool Maintenance	12,309.84
5380 · Building Maintenance	13,426.71
5381 · Housekeeping Supplies	9,269.56
5390 · Contract Maintenance	5,939.65
5391 · Security System	4,217.41
5400 · Office Supplies	3,174.92
5410 · Sales Tax	
54101 · Forsyth ST	83.18
54102 · Stokes ST	15.11
54103 · Surry ST	4,017.80
54105 · Food ST	9.31
Total 5410 · Sales Tax	4,125.40
5430 · Phone / Cable	6,371.30
5450 · Power	50,118.70
5451 · LP Gas	22,427.65
5452 · Water	17,685.75
5475 · Uniforms	630.00
5495 · Miscellaneous	2,110.73
66000 · Payroll Expenses	5,069.57
7200 · Capital Account	30,154.54
Total Expense	600,568.44
Net Ordinary Income	4,806.32
Net Income	4,806.32

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2019

Jan - Dec 19

Ordinary Income/Expense

Income

3007 · Corporate Wellness Plan	634.40
3009 · Annual Membership	27,869.10
3010 · Draft Membership	252,783.91
30105 · Silver Sneakers / Be Active	58,308.75
3012 · Fitness Class	7,792.50
3015 · Before & After School	33,388.44
3017 · Youth Soccer	18,175.00
3018 · Camp Pilot Mountain / Nursery	20,286.50
3020 · Grant - Town/County	1,000.00
3023 · United Fund	4,000.00
3024 · Grant - RJR	2,500.00
3026 · Donations Fundraising Dev	4,530.00
3027 · SCS / Other debt Contributors	46,000.00
3030 · Coke Vending	2,632.15
3035 · Swim Events	4,194.00
3036 · Swim Classes / PAC	23,478.00
3037 · Sports - Special Events	360.00
3038 · Youth Basketball	20,542.65
3040 · Karate	8,460.00
3042 · Senior Center	0.00
3045 · Room Rental	25,915.00
3046 · Pool Rental	7,716.00
3050 · Special Events Income	16,315.63
3055 · Activation - Key Tag	4,145.00
3115 · Guest Fees	8,131.15
3190 · Misc Income	230.00
46000 · Merchandise Sales	0.00
7010 · Interest Earned	400.42

Total Income 599,788.60

Gross Profit 599,788.60

Expense

5101 · Admin Payroll	115,152.41
5102 · Family Service Payroll	44,364.48
5103 · Operations Payroll	22,691.65
5104 · Fitness Payroll	28,372.72
5107 · Aquatics Payroll	52,295.91
5116 · Sport Fitness Subcontract	21,068.00
5120 · Payroll Tax	20,289.51
5130 · Swim Event Expense	2,128.40
5210 · Printing / Advertising	136.06
5220 · Meals & Entertainment	608.96
5230 · Bank Charges	3,506.95
5231 · BK Card Disc Fee	8,817.53

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.
Profit & Loss

January through December 2019

Jan - Dec 19

5250 · Summer Camp Supplies	4,429.96
5252 · Basketball	3,260.90
5255 · karate Contract	6,757.00
5257 · Soccer	7,592.24
5261 · B / A School Supplies	1,687.53
5263 · Special Events	4,982.60
5271 · Training	539.00
5272 · Key Tag	1,446.78
5285 · Fitness Equipment	11,542.97
5286 · Fitness Supplies	2,047.59
5287 · Pool Supplies	2,192.93
5288 · Permits	375.00
5290 · Building Insurance	21,644.52
5291 · Pool Chemicals	6,313.83
5350 · Postage	185.50
5361 · IT / Computer Services	6,676.16
5377 · Park Maintenance	5,484.20
5379 · Pool Maintenance	6,804.59
5380 · Building Maintenance	10,343.93
5381 · Housekeeping Supplies	15,679.05
5390 · Contract Maintenance	6,185.53
5391 · Security System	4,824.21
5400 · Office Supplies	3,875.04
5410 · Sales Tax	
54101 · Forsyth ST	37.88
54102 · Stokes ST	8.34
54103 · Surry ST	3,424.54
54105 · Food ST	5.16
5410 · Sales Tax - Other	32.70
Total 5410 · Sales Tax	3,508.62
5430 · Phone / Cable	7,049.26
5450 · Power	55,406.85
5451 · LP Gas	15,135.54
5452 · Water	23,048.16
5475 · Uniforms	190.00
5495 · Miscellaneous	2,401.44
66000 · Payroll Expenses	7,460.52
7200 · Capital Account	27,202.93
Total Expense	595,706.96
Net Ordinary Income	4,081.64
Net Income	4,081.64

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2020

Jan - Dec 20

Ordinary Income/Expense

Income

3006 · Over The Counter Memberships	2,421.00
3008 · Scholarship	2,780.50
3009 · Annual Membership	12,273.00
3010 · Draft Membership	100,321.67
30105 · Silver Sneakers / Be Active	30,541.55
3012 · Fitness Class	1,157.00
3015 · Before & After School	8,943.75
3017 · Youth Soccer	2,900.00
3023 · United Fund	4,000.00
3026 · Donations Fundraising Dev	2,830.27
3027 · SCS / Other debt Contributors	42,500.00
3030 · Coke Vending	1,011.93
3036 · Swim Classes / PAC	10,757.50
3038 · Youth Basketball	7,040.09
3040 · Karate	1,415.00
3042 · Senior Center	0.00
3045 · Room Rental	10,403.75
3046 · Pool Rental	1,190.00
3050 · Special Events Income	10,567.29
3055 · Activation - Key Tag	1,865.00
3115 · Guest Fees	4,511.58
3190 · Misc Income	5.33
7010 · Interest Earned	157.69
transfer from Money market	14,649.34
PPP Loan	21,700.00
transfer from CD	44,000.00

Total Income 339,943.24

Gross Profit 339,943.24

Expense

5101 · Admin Payroll	88,799.71
5102 · Family Service Payroll	10,940.80
5103 · Operations Payroll	16,351.00
5104 · Fitness Payroll	15,314.24
5107 · Aquatics Payroll	21,336.87
5116 · Sport Fitness Subcontract	9,612.00
5120 · Payroll Tax	11,815.19
5210 · Printing / Advertising	274.00
5220 · Meals & Entertainment	54.05
5230 · Bank Charges	1,184.00
5231 · BK Card Disc Fee	7,332.40
5252 · Basketball	504.34
5255 · karate Contract	1,180.00
5257 · Soccer	331.40

Edward M. Armfield, Sr. Civic and Recreation Center, Inc.

Profit & Loss

January through December 2020

Jan - Dec 20

5261 · B / A School Supplies	566.61
5263 · Special Events	2,216.06
5272 · Key Tag	1,178.00
5286 · Fitness Supplies	73.63
5287 · Pool Supplies	591.72
5288 · Permits	1,177.00
5290 · Building Insurance	24,850.69
5291 · Pool Chemicals	4,579.74
5350 · Postage	22.00
5361 · IT / Computer Services	352.58
5377 · Park Maintenance	3,726.03
5379 · Pool Maintenance	4,275.63
5380 · Building Maintenance	10,565.62
5381 · Housekeeping Supplies	6,619.03
5382 · Special Projects - Expenses	459.00
5390 · Contract Maintenance	5,323.25
5391 · Security System	9,131.24
5400 · Office Supplies	2,312.81
5410 · Sales Tax	
54101 · Forsyth ST	10.42
54103 · Surry ST	1,762.17
54105 · Food ST	0.30
Total 5410 · Sales Tax	<u>1,772.89</u>
5430 · Phone / Cable	7,356.51
5450 · Power	26,484.47
5451 · LP Gas	20,960.96
5452 · Water	12,531.66
5475 · Uniforms	262.25
5495 · Miscellaneous	5,133.40
66000 · Payroll Expenses	5,855.25
7200 · Capital Account	14,808.98
Total Expense	<u>358,217.01</u>
Net Ordinary Income	<u>-18,273.77</u>
Net Income	<u><u>-18,273.77</u></u>



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Armfield Civic Center-Shared Employee

Background Information:

At our workshop on August 26, we discussed the possibility of adding an employee to the Public Works Department. This employee would spend about 20 hours a week, on average, working at the Armfield Civic Center and the other 20 hours doing work for the Town. This employee would essentially perform building and grounds maintenance tasks around the Center and then building maintenance tasks at Town owned facilities. The person would also likely be assigned to help with event setup and other PW tasks as time allowed.

We will be able to pay for this person by making a couple of changes to the approved budget. First, we budgeted to have a study completed for the general fund that would help us plan for the large general capital projects that are on the horizon, such as the streetscape project, potential amphitheater, and any other municipal building improvements. This was budgeted at \$25,000. We can put this project off for a year and use this funding for this position. In addition, I have spoken with Kent and we have decided to convert the current FT employee at the water plant to a PT employee. The plant is only running about 25 hours a week and it seems unreasonable to pay an employee a FT salary and benefits for only 25 hours a week of work. This will save a significant amount of money and can be used for this new employee. The ARPA allows the Town to use funds to replace revenue that was lost as a result of the pandemic. I have run the formula created by the GFOA to calculate what our revenue replacement numbers would be, and we could use about \$375,000 for revenue replacement. This greatly reduces the restrictions on how the money can be used. Finally we have about \$99K in our contingency budget for this FY. Part of that is to be used for the PD detective, if we don't get grant funding, but the remainder is available for expenditure.

As for how this employee will be supervised, my vision is that he/she will report to the PW Director. The PW Director will make sure that the employee is covering all the tasks assigned to the employee by the ACC staff, using our work order system. The PW Director and the management team at the ACC will have to coordinate these activities and I am sure that the ACC team will let Bob or I know if there are issues with performance.

I recommend that the Board approve the attached job description and authorize staff to hire this person. We will not need a budget amendment as I can transfer the money around to pay for the additional personnel.

Staff Recommendation:

Approve job description and authorize recruitment

Possible Board of Commissioner Actions

- Approve job description
- Make changes to and approve job description.
- Deny approval of job description
- Table until a later date
- Take no action

Attachments

- Building Maintenance Worker Job Description

FACILITIES MAINTENANCE TECHNICIAN

Primary Reason Classification Exists

To perform carpentry and masonry skilled trades work in the construction, maintenance and repair of Town structures.

Distinguishing Features of the Class

An employee in this class performs skilled trades in the maintenance, repair and construction of facilities, buildings, and varied masonry structures. Emphasis of the work consists of assistance with minor construction projects; performs carpentry work to Town buildings, offices and related facilities. Work requires significant independent initiative and advanced knowledge of trade practices and skills. Work is performed under general supervision and is reviewed for lasting quality, effectiveness, appearance and functionality and through inspection.

Illustrative Examples of Work

- Performs journey level trades construction and repair work in a variety of trades fields in the maintenance, repair and construction to buildings, facilities, retaining walls and other facilities or structures.
- Repairs, remodels and/or replaces building structures and offices, and performs a variety of skilled carpentry tasks; hangs, replaces, or repairs walls, cabinets, doors, windows, patches benches and seats, etc., patches holes; and fabricates or repairs office furniture and cabinets.
- Performs renovation work; removes and replaces walls, fences, steps and suspended ceilings; builds wall frames, doors and windows; and installs sheet rock and applies mud to joints.
- Installs windows and roofs and locks.
- Performs general maintenance and upkeep by scheduling HVAC filter changes and periodic troubleshooting of HVAC units, including belt replacement.
- Interacts with public to address and coordinate repairs that are the Town's responsibility by listening to their concerns and outlining the proposed solution in a courteous manner.
- Assists in routine maintenance duties involving cleaning and room setups.
- Carries out work according to OSHA and Area Program safety procedures.
- Assists with snow and ice removal; works on assigned shift and helps prepare trucks by putting on plows and spreaders; rides with driver in trucks.
- Performs related duties as required.

Knowledges, Skills, and Abilities

- Journey level knowledge of the principles and techniques of the various skilled trades required of the position.
- Thorough knowledge of the methods, tools, and equipment used in the assigned trades.
- Thorough knowledge of safety regulations, occupational hazards and related safety precautions in the work.
- Skill in the use and care of assigned tools and equipment.
- Working knowledge of the concepts and philosophy of teamwork and ability to work effectively as part of a team.
- Ability to diagnose and repair problems and plan and organize appropriate corrective action.
- Ability to understand and follow oral and written instructions.
- Ability to exercise independent initiative.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and other County employees.
- Ability to respond courteously to citizens.

Physical Requirements

Work in this class is characterized as medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects. Work requires climbing, balancing, stooping, kneeling, crouching, reaching, standing, working, pushing, pulling, lifting, grasping, and repetitive motions. Verbal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arms' length, operation of machines and motor vehicles, determining accuracy and thoroughness of work, and observing surroundings.

Working Conditions

Employee in this class is subject to both inside and outside environmental conditions, extreme cold and heat, noise from motorized maintenance equipment (mowers, cutting devices, etc.), vibrations, atmospheric conditions, and oils, greases, fumes, dirt, broken pavement, sharps from metal and glass, and biting or stinging insects and possibly reptiles. Employee must wear hearing/visual protection while performing most field work and may be exposed to blood borne pathogens requiring specialized personal protective equipment.

Education

Graduation from high school or GED equivalency

Facilities Maintenance Technician
City of Morganton
Page 3

Experience

Some experience in buildings and grounds maintenance

Special Requirements

Valid North Carolina driver's license

FLSA Status: Non-Exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Morganton reserves the right to assign or otherwise modify the duties assigned to this classification.



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Business Registration Ordinance	
<u>Background Information:</u>	
<p>Several years ago the NC General Assembly eliminated the ability of local governments to charge business license fees. This created a revenue issue for the Town, but also took away an annual opportunity to update contact information for businesses in Town. Since that time, our PD has undertaken an annual effort to contact each business and get updated contact information for the owner and any emergency contacts.</p> <p>When they took away the business license authority, the General Assembly did give local governments the power to require businesses to “register” on an annual basis. Again, the main purpose of this was to know what businesses are where and to have updated contact information. We are allowed to charge a fee to offset the cost of this program.</p> <p>As a part of our new code enforcement/work order software, we have the option of providing an online tool for businesses to register with the Town and update this information. I am recommending that the Board adopt the attached ordinance that would require all businesses to register with the Town. This registration process would be required annually and would be in addition to any zoning, sign, or ABC permits that businesses would need.</p>	
<u>Staff Recommendation:</u>	Approve Business Registration Ordinance
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none"> • Approve Business Registration Ordinance • Make changes to and approve Business Registration Ordinance • Deny approval of Business Registration Ordinance • Table until a later date • Take no action 	
<u>Attachments</u>	
<ul style="list-style-type: none"> • Business Registration Ordinance 	

**ORDINANCE NO: 2021-04
ORDINANCE TO AMEND ARTICLE 10: BUSINESS REGULATIONS**

WHEREAS, NCGS 160A-194 gives the Board of Commissioners the authority to “regulate and license occupations, businesses, trades, professions, and forms of amusement or entertainment; and

WHEREAS, NCGS 160A-174 gives the Board of Commissioners the authority to adopt rules, regulations, and ordinances that protect the public health, safety, and welfare; and

WHEREAS, the Town of Pilot Board of Commissioners have enacted a set of Business Regulations; and

WHEREAS, the Board of Commissioners believes that it would be in the best interests of the citizens of the Town of Pilot Mountain that all businesses operating in Town be required to register with the Town in order to help the Town have up to date records on the uses of buildings within the Town, to assist with Police and Fire protection, and for the general health, safety, and welfare of the residents of Pilot Mountain.

NOW, THEREFORE, be it ordained by the Board of Commissioners of Town of Pilot Mountain, that Article 10 of the Pilot Mountain Code of Ordinances be amended as follows:

Section 1. That a new section, Article 10.III: Business Registrations be created to read as follows:

Sec. 10-30. - Purpose.

The purpose of this article is to require businesses located within the Town limits of Pilot Mountain to register with the Town in order for the Town to have up to date records for the uses of buildings within the Town, the commercial purposes of business, to assist with fire and police protection, and for the general health, safety, and welfare of the citizens of Pilot Mountain. This article is for regulation purposes only. Complying with registration requirements of this article does not excuse a person from any other requirements or regulations placed upon them or their business by any other ordinance or statute.

Sec. 10-31. - Business registration required.

Every person desiring to operate a business, trade, employment, profession, or seeking to do so through an agent operating within the Town, unless otherwise provided by law, shall make application in writing to the Town, in which shall be stated the definite place where the business, trade, employment, or profession is to be exercised; the name and resident address of the applicant; the nature of the business, trade, employment, or profession; number of years applicant has prosecuted the business, trade, employment, or profession in this Town, contact numbers for the business owner and any responsible parties; and such other information as may be required by the Town. The required information shall be accompanied by the registration fee prescribed in this article.

Sec. 10-32. - Separate registration for each location; no transfer.

If a person shall operate businesses at two (2) or more separate locations, a separate Town registration for each location of the business shall be required.

Sec. 10-33. - Application to customer service director.

- (a) The Town Manager or his/her designee shall be the duly authorized agent of the Town for the issuing of all Town business registrations. Application for business registration under this article shall be submitted to the customer service director prior to commencing business within the Town. The application shall be on a form provided by the Town and shall be accompanied by the payment of the prescribed registration fee. Any other fees under this article shall also be collected by the customer service director.
- (b) Upon receipt of the application for business registration with the fee prescribed by this article the Town Manager or his/her designee, if satisfied that the information is correct and complete, shall issue a Town registration certification to the applicant and register the business, trade, employment, or profession in the name of and at the place set out in the application unless otherwise provided.
- (c) If the Town Manager or his/her designee shall refuse to issue a registration certification to an applicant due to the information provided being incomplete, inaccurate, or because of failure to pay the registration fee at the time of application, upon request by the applicant, the customer service director shall provide a written statement for why the application for business registration was refused.

Sec. 10-34. - Registration fee and year established.

The business registration fee imposed and the rates specified in this article shall apply to the businesses registering on and after the first day of July of each year and shall be paid annually. The registration year shall run from July 1 through June 30. The registration fee shall be at the rate adopted by Town Board of Commissioners as may be modified from time to time.

Sec. 10-35. - Duty to post certification; permit inspection.

A business shall post the registration certification conspicuously in the place of business registered. Each person who conducts business in the Town shall permit an agent of the Town to inspect the business premises during normal business hours to determine the nature of business conducted and compliance with registration requirements.

Sec. 10-36. - Exceptions to business registration.

Businesses and practices that hold a license issued by an occupational licensing board of the State of North Carolina shall be exempt from the business registration requirements of this article.

Sec. 10-37. - Business registration non-transferable.

A business registration certification is non-transferable and each new business must register with the Town even if the business is occupying a space previously occupied by a registered business. The business registration fee shall not be refunded if a business closes or moves location during a registration year.

Sec. 10-38. - Duplicate registrations.

A business may request a duplicate registration certification if they are unable to post one due to their current certification becoming lost or illegible. The Town Manager or his/her designee may issue a duplicate registration to a currently registered business upon receipt of a \$5.00 administrative fee.

Sec. 10-38. - Enforcement of article; remedies.

Violation of any requirement set forth in this article shall subject the person, business, trade, employment, or profession to a civil penalty in the amount of \$25.00. Civil penalties shall be in addition to the amount of the annual registration fee. Violations of this article include:

- (a) Failure to register a business with the Town customer service director prior to transacting business within the Town limits of Pilot Mountain or failure to register a business annually with updated information and payment of registration fee.
- (b) Failure to provide accurate and complete information on a business registration application.
- (c) Failure to register multiple locations of a business within the Town limits of Pilot Mountain.
- (d) Failure to post a Town issued registration certification.
- (e) Failure to allow inspection of the business by the Town during normal business hours for the purpose of confirming compliance with this article.

The Town may bring suit or utilize any other lawful means to collect registration fees and associated penalties imposed under this article. Violations of this article shall not impose upon the violator any criminal penalty or citation under G.S. Ch. 14.

Sec. 10-39. - Appeal.

Any business who is assessed a civil penalty for violation of this article may appeal to the Town Manager. The appeal must be in writing and submitted within 30 days of the notice of violation to the business by the Town. The written appeal should expressly state what hardship prohibited the business from complying with the requirements of this article.

Section 2. All laws and clauses of laws in conflict herewith are repealed to the extent of any such conflict.

Section 3. This ordinance is effective upon adoption.

Adopted this the 13th day of September, 2021.

Evan J. Cockerham, Mayor

Holly Utt, Town Clerk



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Fee Schedule Amendment	
<u>Background Information:</u>	
<p>This amendment would implement a new business registration fee of \$10. This fee would be pro-rated after January 1 and so any new business that registered after Jan 1 would only have to pay \$5. The purpose of this fee is to help offset the costs of the registration program. The fee is pretty small and will not fully cover the cost of the software, but the fee combined with the time saved by the PD in going around and getting this information should get us pretty close to breaking even.</p> <p>This fee is not included in this year's budget and so if the Board wanted to not implement the fee for this fiscal year, it would not affect our budget at all. I can understand the need to give businesses some time to plan for any new expenses, especially during this time. We could also implement the ordinance and the fee after Jan 1 and so the fee would be reduced to \$5.</p>	
<u>Staff Recommendation:</u>	Approve Fee Schedule Amendment
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Approve amendment to fee schedule• Make changes to and approve amendment to fee schedule• Deny approval of amendment to fee schedule• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• Amended Fee Schedule	

Town of Pilot Mountain, North Carolina
FY 2021-2022 Fee Schedule

Administration

Copies (Black & White)	\$0.10 per page
Copies (Color)	\$0.30 per page
Thumb Drive	At cost
Returned Check/Bank Draft	\$30.00 per occurrence
Notary Fee	\$5.00
Business Registration	\$10.00 per year

Police

Police Reports	\$5.00
Finger Printing	\$15.00 Resident \$25.00 Non Resident

Code Enforcement

Administrative Fee	\$250.00
Lot Clearing and Mowing*	\$95.00 per hour
Bushhog & Tractor Required*	\$175.00 per hour
Other Nuisance Abatement*	\$75.00 per hour

* Charges in addition to administrative fee

Solid Waste Fees

Monthly Garbage/Recycling Service	\$10.69 cart/month
8 yard Commercial Dumpster (services once weekly)	\$99.80 month
8 yard Commercial Dumpster (services every other week)	\$49.91 month
Bulk Item Pickup	\$45.00 + landfill fees

Cemetery

Per Plot (in town resident)	\$950.00
Per Plot (out of town resident)	\$1,500.00
Marking Fee (Business Hours)	\$100.00
Marking Fee (After Business Hours)	\$150.00

Planning & Zoning Fees

NOTE: All plan review fees include two reviews of plan submittals. If additional reviews are necessary, an additional plan review fee will be assessed per review.

Maps

8.5" x 11" & 8.5 x 14"	\$0.50
11" x 17"	\$1.00
Custom Work	Cost determined based on request

Applications for Board Review

Amendment to Conditional District	\$275.00
Appeal	\$550.00
Conditional Use Permit	\$550.00
Conditional District Rezoning	\$550.00
General Rezoning	\$550.00
Street, Alley or Right of Way closing	\$550.00
Ordinance Text Amendment	\$550.00
Variance	\$650.00
Voluntary Annexation	\$400.00

Permits

Single Family Residential	\$40.00
Two-Family Residential	\$40.00
Manufactured Home	\$40.00
Multi-Family Residential (Five units or less)	\$100.00
Multi-Family Residential (More than five units)	\$200 plus \$10 per unit
Commercial	\$200 plus \$10 per acre
Industrial	\$200 plus \$10 per acre

Additions/Accessory Structures/Uptits Zoning Permits

Residential	\$30.00
Commercial	\$50.00
Industrial	\$50.00

Sign Permits

Change of Panel	No Charge
Temporary Sign/Banner	\$15.00
On-Premise Attached	\$30.00
On-Premise Freestanding	\$30.00

Miscellaneous

Change of Use Permit	\$30.00
Co-Location Permit (Telecommunications Tower)	\$75.00
Demolition Permit	\$30.00
Home Occupation Permit	\$30.00
Re-advertising fee (due to action by applicant)	Cost of advertisement
Temporary Use Permit	\$75.00
Zoning Verification Letter	20

Site Plan and Plat Review

Site Plan Review Fee	\$ 300.00
Exemption/Recombination Plat	\$ 10.00
Minor Subdivision Plat Review Fee	\$75.00 plus \$5 per lot
Preliminary Major Subdivision Plat Review Fee (1-24 lots)	\$ 450.00
Preliminary Major Subdivision Plat Review Fee (25-100 lots)	\$1,300.00
Final Major Subdivision Plat Review Fee	\$ 175.00

Engineering Plan Review and Construction Administration Fees

Plan Review

Roadway (public and/or private)	\$0.95 per LF of Street Centerline
Parking/Loading areas (including access)	\$0.04 per square foot
Storm Drainage	\$1.00 per LF of Street Centerline
Water Lines	\$0.75 per LF of pipe
Sewer Lines	\$0.75 per LF of pipe
Stormwater Quality and/or Stormwater Detention Facilities	\$1,700.00 each

Construction Administration

Roadway (public and/or private)	\$1.05 per LF of Street Centerline
Storm Drainage	\$1.00 per LF of Street Centerline
Water Lines	\$0.75 per LF of pipe
Sewer Lines	\$0.75 per LF of pipe
Stormwater Quality and/or Stormwater Detention Facilities	\$2,000.00 each

Construction Plans Review Fee (for Consultant Review Only) - \$50 processing fee plus hourly rate for consultant review services times the number of review hours

Street Naming Signs (Collected at preliminary plat)

2 bladed street naming signs	\$100.00 includes posts and hardware
4 bladed street naming signs	\$150.00 includes posts and hardware

Facility Rental

Administration Building Basement

Resident	\$50.00 + \$25.00 Refundable Deposit
Non Resident	\$75.00 + \$25.00 Refundable Deposit
Non-Profit, Civic, or Community Organization Meeting(4 hour maximum)	\$15.00

Pilot Center

Resident	\$225.00 + \$150.00 Refundable Deposit
Non Resident	\$375.00 + \$150.00 Refundable Deposit

Available for use by non-profit organizations, community groups, and civic organizations for the purpose of holding meetings. Any fundraising activity or activity resulting in fees or admission charged does not qualify for this purpose. Qualifying groups are determined on a case by case basis.

Public Utilities

	Water Rates		Sewer Rates	
	Base Rate (includes 1,000 gallons)	Per 1,000 gallons	Base Rate (includes 1,000 gallons)	Per 1,000 up to 10,000 gallons
Inside Town Limits	\$19.04	\$7.00	\$19.04	\$7.00
Outside Town Limits	\$38.08	\$14.00	\$38.08	\$14.00
Infrastructure Investment Fee		\$2.80		\$2.80

Tap Fees	Water	Inside Town Limits	Out of Town Limits
	Meter Size	Amount	Amount
	3/4" tap	\$1,200.00	\$1,320.00
	1" tap	\$1,500.00	\$1,650.00
	1.5" tap	\$1,750.00	\$1,925.00
	Over 1.5"	Cost + 15%	Cost + 15%
	Sewer	Inside Town Limits	Out of Town Limits
	Meter Size	Amount	Amount
	4" tap	\$975.00	\$1,075.00
	6" tap	\$1,400.00	\$1,540.00
Over 4" tap	Cost + 15%	Cost + 15%	

Other Utility Fees

Utility Deposit - Residential	\$125.00
Utility Deposit - Commercial	\$250.00
Exclusion of S.S. Deposit	\$250.00
Service Initiation	\$25.00
After Hours Reconnect	\$50.00
After Business Hours Appointment	\$50.00
Meter Replacement Fees	At cost
Temporary Service Fee	\$10.00 + usage
Road Boring/Cut Fee	\$250.00
Any Contracted Boring/Installation	Cost

Penalty Fees

Late Fee	\$10.00
Delinquency Fee	\$40.00

Tampering Fees

1st Offense	\$200.00 + Costs
2nd Offense	\$400.00 + Costs
3rd offense	\$800.00 + Costs

Solid Waste



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Approval of Financing Terms	
<u>Background Information:</u>	
As a part of the FY 2022 budget we planned to make several vehicle purchased. The budget calls for these vehicles to be financed for 5 years. I have obtained financing proposals, and I am recommending that we sign an agreement with HomeTrust Bank for the financing of these vehicles. The rate of 1.44% is outstanding and is well less than the rate of inflation.	
<u>Staff Recommendation:</u>	Approve Financing Terms
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Approve financing terms• Deny approval of financing terms• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• HomeTrust Bank Financing terms	



United Financial

A Division of HomeTrust Bank

876 Brevard Rd
Asheville, NC 28806

August 23, 2021

Town of Pilot Mountain, NC
124 West Main Street
Pilot Mountain, NC 27041
ATT: James Michael Boaz
Town Manager

Re: Finance proposal for: *The acquisition of Rolling Stock*

Dear Michael,

As per your request, we are enclosing under same cover our proposal for the above captioned transaction. This transaction is structured on an annual basis with five (5) annual payments of \$22,124.57. This transaction is calculated at an annual percentage rate of 1.44%.

There are no closing costs or origination fees related to the transaction.

The collateral for the transaction will be the Rolling Stock acquired with the proceeds.

While the transaction does not have a pre-payment penalty, the Concluding Payment is calculated at 102.5% of the outstanding balance if the transaction is repaid in advance.

If you have any questions or need additional information, please contact me at your convenience. Thank you for the opportunity to provide this proposal to you.

Very truly yours,

John M. Tench
Senior Vice President

Phone 828-684-5643
Fax 828-684-5616

08 23 2021

Town of Pilot Mountain, NC
124 West Main Street
Pilot Mountain, NC 27041
ATT: James Michael Boaz
Town Manager

Proposal for Acquisition & Finance of: New 2021/22 Rolling Stock

Dear Michael,

As a follow-up to your recent request for a proposal regarding the above referenced transaction, United Financial is pleased to offer a finance proposal as follows:

LESSOR: United Financial, *A Division of HomeTrust Bank*

LESSEE: Town of Pilot Mountain, NC

COLLATERAL: Equipment as described above.

AMOUNT: Up to \$106,000.00

START DATE: Immediately upon funding

TERM: 5 Years

PAYMENTS: Lease payments will consist of Five (5) annual payments of \$22,124.57 comprised of principal and interest.

NOTE: Borrow shall have up to 12 months to fully fund the proceeds (Funding Period). Interest will accrue during the Funding Period and will be collected at the end of the Funding Period. Principal and Interest payments will begin 12 months after the end of the Funding Period. Any used portion of the proceeds may be applied back to the transactions with no fee or penalty.

EXPIRATION: Lease payment terms quoted herein shall be fixed and held for Lessee through 10/23/2021.

LEGAL TITLE: Legal Title to the Equipment during the Lease Term shall vest in the Lessee with Lessor perfecting a first security interest through Equipment Title, UCC, or other filing instruments as may be required by law.

NET LEASE: The Lease will be a net lease, under which all cost and responsibility of maintenance, insurance, taxes and other items of a similar nature shall be for the account of Lessee.

INSURANCE: Lessee shall provide evidence of insurance coverage at the time of delivery of the Equipment, in accordance with the provisions of the Lease.

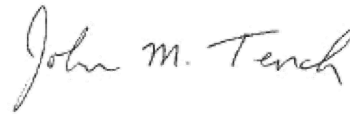
FINANCIALS: Lessee shall furnish Lessor with its last three, (3) fiscal years financial statements and its latest interim financial statements, plus such other pertinent information as Lessor may reasonably request.

APPROVAL: Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to deliver and acceptance of the Equipment.

ACCEPTANCE: Lessee acknowledges that the terms and conditions of this proposal are satisfactory and that upon execution hereof by Lessee this proposal shall constitute a valid and binding obligation of Lessee. As further condition to Lessor's approval hereof, Lessee must acknowledge its acceptance of this proposal by signing below in the space provided and returning it to the Lessor by 09/23/2021.

If you determine that any of this finance structure meets the needs of your organization, please have the appropriate officer indicate the chosen option, place their signature at the bottom of this page, and return it to us via fax, email or US Postal Service. Upon receipt of the signed proposal, we will be in touch with you to make provision for documenting the finance. Thank you for the opportunity to submit this proposal letter for your review and approval. Should you have any question or comments regarding the terms and conditions, or if we can be of any further assistance to you, please do not hesitate to call.

Sincerely,



John M. Tench
Senior Vice President
Director of Municipal Finance

ACCEPTED BY:

SIGNATURE: _____

NAME: _____ **TITLE:** _____ **DATE:** _____

Compound Period: Annual

Nominal Annual Rate: 1.440%

AMORTIZATION SCHEDULE - 5 Year Amortization, 360 Day Year

	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>
Loan			
1	22,124.57	1,526.40	20,598.17
2	22,124.57	1,229.79	20,894.78
3	22,124.57	928.90	21,195.67
4	22,124.57	623.68	21,500.89
5	22,124.57	314.08	21,810.49
Grand Total	110,622.85	4,622.85	106,000.00

Last interest amount increased by 0.01 due to rounding.



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

DEQ Funding Request	
<u>Background Information:</u>	
<p>After talking with WithersRavenel about how the State will distribute its ARPA funding, we are recommending that the Board authorize us to apply for funding for both water and sewer projects for the fall funding cycle. We do not believe that any ARPA funds will be available in the fall funding round, however this will give us an opportunity to test our application's strengths and weaknesses. This way we can improve the application for the Spring round of funding, which is when I would expect the ARPA funds will first be available. We are likely to turn down any funding that is offered in this round.</p> <p>The water projects include X. The sewer projects include X.</p> <p>We are asking that the Board adopt 3 resolutions tonight. One will authorize us to apply for water funding, one will authorize applying for sewer funding and the third will make some minor changes to the CIP to include some of the above projects.</p>	
<u>Staff Recommendation:</u>	Approve three resolutions
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Approve resolutions• Make changes to and approve resolutions• Deny approval of resolutions• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• Resolution 2021-10 Authorization to Apply for Water Funding• Resolution 2021-11 Authorization to Apply for Sewer Funding• Resolution 2021-12 Approving updated Capital Improvement Plan	

**TOWN OF PILOT MOUNTAIN
RESOLUTION AUTHORIZING APPLICATION TO NC
DIVISION OF WATER INFRASTRUCTURE FOR VARIOUS
SEWER PROJECTS**

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system project, and
- WHEREAS, The Town of Pilot Mountain has need for and intends to construct improvements to its Wastewater Collection System described as improvements to various pump stations, upgrades to gravity sewer mains, and the rehabilitation of the Offsite Pump Station and aerial crossing, and
- WHEREAS, The Town of Pilot Mountain intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE (GOVERNING BODY) OF THE Town of Pilot Mountain:

That Town of Pilot Mountain, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Pilot Mountain to make scheduled repayment of the loan, to withhold from the Town of Pilot Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That James Michael Boaz, Town Manager/Finance Officer, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 13th day of September, 2021 at Pilot Mountain, North Carolina.

Evan J Cockerham, Mayor

**TOWN OF PILOT MOUNTAIN
RESOLUTION AUTHORIZING APPLICATION TO NC
DIVISION OF WATER INFRASTRUCTURE FOR VARIOUS
WATER PROJECTS**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system project, and

WHEREAS, The Town of Pilot Mountain has need for and intends to construct improvements to its drinking water distribution system described as replacement of various water mains, installation of new water line to link water tanks, installation of tank mixing and telemetry equipment, installation of new valves and replacement of hydrant assemblies, and

WHEREAS, The Town of Pilot Mountain intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE (GOVERNING BODY) OF THE Town of Pilot Mountain:

That Town of Pilot Mountain, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Pilot Mountain to make scheduled repayment of the loan, to withhold from the Town of Pilot Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That James Michael Boaz, Town Manager/Finance Officer, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 13th day of September, 2021 at Pilot Mountain, North Carolina.

Evan J Cockerham, Mayor

RESOLUTION ADOPTING CAPITAL IMPROVEMENT PLAN

WHEREAS, the Town of Pilot Mountain has developed a water and sewer system in and around the Town of Pilot Mountain, and;

WHEREAS, these water and sewer systems are operated and maintained by the Town of Pilot Mountain, and;

WHEREAS, the Town of Pilot Mountain recognized the need for and advantage of, maintaining adequate short-term and long-term planning for capital improvements and asset management for the water and sewer systems

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Water and Sewer Asset Management Plan is hereby adopted and approved; and

BE IT FURTHER RESOLVED, that the 2021 Water and Sewer Capital Improvement Plan is adopted and incorporated in the Asset Management Plan; and

BE IT FURTHER RESOVLED, that the Town Board authorized staff to update the plan as new information becomes available.

ADOPTED by the Board of Commissioners of the Town of Pilot Mountain this the 13th day of September 2021.

Attest:

Evan Cockerham, Mayor

Holly Utt, Town Clerk

Project Nui	Project Location	2022 Cost	Inflated Cost	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031
	Water Improvements												
	Water Distribution												
	1 Extreme Risk Water Main Rehab	65,000	28,030	65,000									
	2 High Risk Water Main Rehab	922,457	1,038,233					1,038,233					
	3 Significant Risk Water Main Rehab	1,305,920	1,606,117								1,606,117		
	4 Install Additional Water Main	583,932	601,450	583,932									
	Hydrants and Valves												
	5 Replace Hydrant Assembly	142,960	308,152	147,249				160,903					
	6 Install Additioanl Water Main Valves	100,000	103,000	103,000									
	Water Storage Tanks												
	7 Install Altitudde Valve on Pilot Center Tank	58,000	58,000	58,000									
	8 Install Tank Mixing Equipment for Golf Course Tank	34,000	34,000	34,000									
	Water Subtotal		3,776,982	991,181				1,199,136			1,606,117		
	Wastewater Improvements												
	Sewer Collection												
	9 Extreme Risk Gravity Main Rehab	681,379	701,820	681,379									
	10 High Risk Gravity Main Rehab	2,632,636	2,963,054					2,963,054					
	11 Significant Risk Gravity Main Rehab	1,659,068	2,040,444								2,040,444		
	Lift Station												
	12 Offsite Pump Station and Aerial Crossing	552,000	568,560	552,000									
	13 Upgrade Lola Lane Pump Station	880,000	1,082,289								1,082,289		
	14 Various Pump Station Electrical Upgrades			1,000,000									
	Wastewater Improvements Subtotal		7,356,167	2,233,379	0						3,122,733		
	TOTAL		11,133,149		0			4,162,190			4,728,850		



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Vaccine Incentives	
<u>Background Information:</u>	
<p>As we have all seen the surge related to the Delta variant has drastically increased our COVID numbers in Surry County, in NC, and in a big part of the country. On September 1, Surry County had 65 new cases and a 7 day average of 47 new cases. That is up from a 7 day average of 18 new cases on August 1. In total, Surry County has seen 186 people die from COVID 19, with 3 of those happening fairly recently. Nearly all public health experts tell us that the best way to slow the spread of COVID 19, the emergence of new variants, and to reduce the risk of severe symptoms is to get vaccinated. While there are cases of those who receive the vaccine experiencing side effects, nearly all public health experts agree that the vaccines that are available are safe and effective.</p> <p>As of September 1, about 62% of the people in NC are fully vaccinated and in Surry County that number is about 43%. The vaccination rate of our staff is very similar to that of Surry County. I think it is important that everyone get vaccinated, but I particularly think that we as public servants should lead by example. A core part of our mission is that we protect the public health, safety and welfare. I strongly believe that getting the COVID 19 vaccination is an important part of that mission, just as making sure that we deliver safe drinking water, that our police officers keep the public safe from criminal activity, insuring that all housing is up to minimum standards, and the many other tasks that our team performs on a daily basis are important parts of that mission.</p> <p>We have had a number of our staff members test positive COVID-19. This puts a strain on our ability to deliver service to the community. It is important for Town operations to limit the amount of time anyone is out of work. As I said before, the vast majority of health experts agree that the best way to prevent severe symptoms is to take the COVID-19 vaccine.</p> <p>Therefore, I would like to recommend that we use part of our ARPA funds to offer an incentive for all our employees to take the vaccine. We are empowered to make taking the vaccine a condition of employment, however I do not feel like this is right course of action at this time. However, I do think that offering an incentive for folks who have not yet taken the vaccine to take and a reward for those who took the vaccine early is a good use of these funds. My recommendation is that the Board authorize me to issue \$500 to any employee who is fully vaccinated by October 31. This would include both full time and part time employees. At most, this would use \$17,000 of our available ARPA funds. At this point, I estimate we will receive about \$450,000 in ARPA funds. We have designated \$70,000 of these funds for business and non-profit assistance. The remainder we had designated for water and sewer projects. I believe that using \$17,000 of this \$380,000 is a good use of this funds and will help keep our team and our community safe.</p>	
<u>Staff Recommendation:</u>	Authorize COVID 19 Incentive Program
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Approve incentive program• Make changes to and approve incentive program.• Deny approval of incentive program• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• None	



TOWN OF PILOT MOUNTAIN
BOARD OF COMMISSIONERS MEETING

Opioid Settlement Resolution	
<u>Background Information:</u>	
As you have probably heard on the national news, a settlement has been reached in the class action suit filed by thousands of local governments across the US against some of the major opioid pharmaceutical companies. Surry County and the State of NC were parties to this legislation. The Town was not, but as a part of the settlement there are bonuses for getting all local governments in the State to sign off on the settlement agreement. Surry County would get significant funds from this settlement to use to combat the opioid crisis. Ed has asked that I put this on the agenda and that the Board approve this resolution.	
<u>Staff Recommendation:</u>	Approve Resolution R2021-13
<u>Possible Board of Commissioner Actions</u>	
<ul style="list-style-type: none">• Approve resolution• Make changes to and approve resolution.• Deny approval of resolution• Table until a later date• Take no action	
<u>Attachments</u>	
<ul style="list-style-type: none">• Resolution R2021-13• Information regarding settlement	

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, the Town of Pilot Mountain hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis.

Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org

ADOPTED by the Board of Commissioners of the Town of Pilot Mountain this the 13th day of September 2021.

Attest:

Evan Cockerham, Mayor

Holly Utt, Town Clerk



Opioid Litigation Update – Thursday, May 13, 2021



CALEB SHELTON

Born: October 1989

Died: October 2016

Caleb is best described as loving, compassionate, always expressing an extraordinary level of kindness to all, especially children, as well as being loyal, humble and athletic. A natural athlete, Caleb played several sports in his youth. His favorite was baseball, excelling as a 2 time high school All Conference player (left-handed pitcher), defensive player of the year (1st baseman), whose career culminated in a NCAA Division 1 scholarship. A good student, Caleb stood for all the right values, was a friend to all, treating everyone with respect, loved children of all ages, freely giving of himself to help kids whenever opportunities presented themselves.

[Read Caleb's story.](#)



Excellence in Innovation Awards Program

No Wrong Door Macon County

Diana Mashburn, Derick Jones, Sheila Jenkins, Samantha Brawley, Howard Dowdle, Rev. Mike Barres, Joey Gibson, Dale West, Patrick Betancourt, Commissioner Ronnie Beale

Problem

Like all Counties, Macon County was in desperate need of a facility that would fill the void of **those in need of help with substance abuse and mental illness**, and also provide help for the families that have a loved one that has a substance abuse issue or mental illness. This was a community effort from the beginning. The county did not have the resources to **provide counseling and help to our most vulnerable citizens**. In less than a year, No Wrong Door has become an organization that the community relies on for help in many ways, including counseling and finding places for some to go that need advanced care for substance abuse and mental illness. In addition, No Wrong Door was selected as one of 5 programs in the U.S. to start a veterans suicide prevention program.

Solution

No Wrong Door immediately **started a peer support group for substance abuse** and held classes to enhance the number of peer support specialists, as well as started the Advanced Jail Second Chance Program. These two programs alone have had great success. Macon County has seen the number of those arrested a second time that completed or are currently in our programs drop significantly, **which is a huge savings for our county**. No Wrong Door works closely with local probation and parole office to help those individuals become a part of the Community by helping with job placement and housing. These are just a few of the programs No Wrong Door has started, and sometimes we feel overwhelmed until you see how people do change and become a totally different person. Funding is always a issue, as the demand continues to grow for the services our program provides.

Results

No Wrong Door averages around 15 individuals and families a day in need of help in some way. The program is committed to help each individual that contacts us, and according to Sheriff Robert Holland, the savings to the county has been in the thousands because of the jail program. No Wrong Door also has a follow up program for everyone that we have contact with. This program is led by Macon County EMS, and Joey Gibson, who works in EMS and is a board member of No Wrong Door, is in charge of this program. We have seen the admissions to the emergency room for IVC's and VC's drop by over 40% since our follow up program was started. These are just a few of the programs we are working on to not only save money, but more importantly save lives - all of which benefits our community.



Step 1

Community meetings
(x3 over 9 months)

Step 2

Finding a location for
No Wrong Door
(2 months)

Step 3

Establishing No Wrong Door as
501(c)3
(2 months)

Step 4

Getting wonderful volunteers
(1 week)

Step 5

Hiring a director
(3 weeks)

Step 6

Community donations
(3 months)

Step 7

Started program

THE FUTURE OF WHAT'S HAPPENING NOW

A Real Opportunity in the Fight Against Opioid Use Disorders

Billions of dollars will be flowing to states and localities from opioid lawsuit settlements and court rulings. They need to set up a framework for dedicating the money to programs that save lives.

May 7, 2021 • Jeff Chapman and Beth Connolly, The Pew Charitable Trusts



(Shutterstock)

Here are three guidelines for policymakers setting up dedicated funds:

- **Give priority to evidence-based programs and services proved to work.** Through a public, transparent process, policymakers should identify and fund prevention, harm reduction, treatment and recovery programs that are supported by evidence. Once those programs are set up, officials need to fund and implement a plan to collect detailed data — by geography, race and ethnicity, and other characteristics — to track progress and assess whether the programs are accomplishing their objectives.

- **Develop a multiyear budget.** Although the number, timing, amount and duration of payments from the numerous ongoing lawsuits is difficult to predict, one thing is certain: While the money eventually will run out, the prevention, harm reduction, treatment and recovery programs will need to continue for many years. This means policymakers should take special care to ensure that settlement funds are sustainably allocated. For example, they could use these limited resources for one-time investments, such as telehealth upgrades that could improve care coordination, rather than ongoing expenses.

- **Publicly track and report spending.** To help ensure that settlement money is being used to enhance rather than replace existing funding, officials should disclose opioid-related spending from all local, state and federal sources. This tracking should begin with coordination among agencies at all levels of government to establish a baseline spending level before the settlement money is distributed. That way, policymakers and the public can determine whether year-over-year spending is or is not increasing. In addition to the expenditure figures, officials should also report key metrics related to progress in reaching specific prevention, harm reduction, treatment and recovery goals. This will provide context and enhance accountability around spending decisions. Online data dashboards and reports are a great way to publicly disseminate this information.



Memorandum of Agreement

MOA:

Allocation Model

Opioid settlement funds received in NC will be allocated as follows:

- 80% will go to Local Governments listed in the MOA
- 15% will go to the State of North Carolina
- 5% will be used for County Incentive Fund

MOA:

Allocation Details

- **15% to State:** General Assembly would have authority to appropriate on a wide range of strategies to address the epidemic
- **80% to Local Governments:** Will go to all 100 counties and 17 municipalities, allocated according to a formula developed by attorneys representing local governments in national litigation
- **5% to County Incentive Fund:** Will go to any county and any municipality in that county receiving settlement funds, in which the county and every municipality with at least 30,000 residents in the county signs the NC MOA

MOA:

Settlement Funds & Allocation Estimates

- National settlement and Purdue Pharma bankruptcy could provide up to **\$850 million** to NC for opioid remediation
 - To be allocated over the course of **18 years**, with funds being front-loaded
- Funds **allocated proportionally** based on where the opioid crisis is most severe, and is based on number of pills dispensed, number of opioid overdose deaths and number of people suffering from opioid use disorder

MOA:

Opioid Remediation Activities

MOA offers local governments two options:

- Option A: a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic
- Option B: a local government may fund one or more strategies from a longer list of strategies after engaging in a collaborative strategic planning process involving a diverse array of stakeholders at the local level

MOA:

Coordination Group

- Five Local Government Representatives
- Four Experts Appointed by DHHS
- One Expert Appointed by Attorney General
- Two Experts Appointed by Legislative Leaders

MOA:

Transparency & Reporting

- Annual financial and impact reporting and audit requirements
- Statewide opioid settlement dashboard

Summary of Current Status

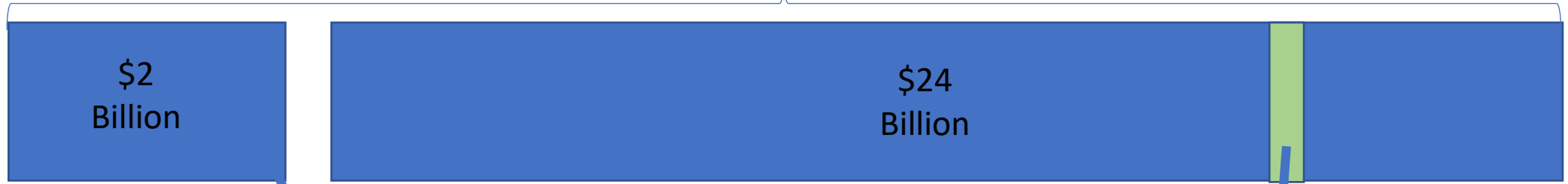
May 13, 2021

- NCACC has received broad support and approval with the elements of the MOA. NC Counties are pleased with the MOA content.
 - 80-85% of allocation in direct funding to local governments
 - 15% - to State Government
 - Likely a national model
- All criticisms received about the MOA announcement are from national and local counsels and are centered on their own fee arrangements, asserting a desire to create an additional state level fee fund to pay attorneys fees, in addition to the national level fee fund.
- National and Local Counsel have asked counties to pause signing the MOA until they can discuss their fee arrangement issue.
- NCACC has made efforts to reach out to local counsels to discuss the fee issue, but has not received a response.
- National and Local Counsel assert that counties are obligated to pay a 25% contingency fee – creating liability that is not addressed in the MOA.
 - NCACC, DOJ agree the current MOA does not create a liability, but in an abundance of caution and to settle the matter, NCACC and NC DOJ have developed a solution to address this issue.

Separating Myth from Reality

- MYTH: “We’ve been told that our county owes our national and local counsel a 25% contingency fee if the national litigation is successful.”
- REALITY: As Judge Polster has stated in his July 27, 2020 order, all parties in the national settlement agreement understand and expect that that the national settlement agreement will provide a specific fund to compensate all attorneys. The National Counsel / Plaintiffs Executive Committee (PEC) have agreed that participating in this fund will require attorneys to waive all contingency fee contracts.

\$26+ Billion Over 18 Years



National Attorney
Fee Fund

Settlement Funds for Opioid
Treatments/Remediation

\$1.6B + 50 M Costs for Local
Governments'
National Counsels Local
Counsel
Attorney Fees

\$350M State Outside Counsel
Attorney Fees

NC Allocation = \$850 Million
Subject to the provisions of the NC
MOA to treat and remediate
opioid crisis.
15% to the State
80-85% to local governments

How to fix this issue...

- National Counsel can issue a public statement indicating their intention to participate in the national attorney fee fund, and thereby confirming their agreement to waive the 25% contingency fee.
- Add a new provision in the NC MOA providing that if National Counsels decide not to participate in the national attorney fee fund — thereby activating their 25% contingency fee obligations — then the county will be released from any obligation of the NC MOA.
 - Keep in mind, if this happens (national counsels do not use the attorney fee fund) then there will likely NOT be a national settlement. Plus, National Counsels – through the Plaintiffs Executive Committee (PEC) have already agreed that a national attorneys fee fund WILL BE a part of national settlement structure.

[COUNTY SEAL]

A RESOLUTION BY THE COUNTY OF [REDACTED]
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION

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

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

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

WHEREAS, [Optional - Insert local government-specific impact information or data]; and

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

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

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

WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom [REDACTED] County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments including [REDACTED] County with respect to recoveries from those companies; and [REDACTED] County's approval of the MOA shall be conditional and revoked if, by August 1, 2021, such counsel files a written representation to the MDL Court that counsel does not intend to participate in the settlement attorneys' fee fund; and

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

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

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

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

Adopted this the [REDACTED] day of [REDACTED], 2021.

[REDACTED], Chair
[REDACTED] County Board of Commissioners

ATTEST:

[REDACTED]
Clerk to the Board

(SEAL)

WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom [REDACTED] County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments including [REDACTED] County with respect to recoveries from those companies; and [REDACTED] County's approval of the MOA shall be conditional and revoked if, by August 1, 2021, such counsel files a written representation to the MDL Court that counsel does not intend to participate in the subdivision and common benefit attorney's fee fund; and

WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom [REDACTED] County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments including [REDACTED] County with respect to recoveries from those companies; and [REDACTED] County's approval of the MOA shall be conditional and revoked if, by August 1, 2021, such counsel files a written representation to the MDL Court that counsel does not intend to participate in the subdivision and common benefit attorney's fee fund; and

What does this mean?

- This is a 'belts and suspenders' WHEREAS clause. This provision gives protection to the county, stating that if the national counsel, formally, in writing tells Judge Polster that they intend to NOT participate in the national attorney fee fund, then it releases the county from this MOA, and open to negotiate an alternative agreement.
 - *Keep in mind, if this happens (national counsels do not use the attorney fee fund) then there will likely NOT be a national settlement. Plus, National Counsels – through the Plaintiffs Executive Committee (PEC) have already agreed that a national attorneys fee fund WILL BE a part of national settlement structure.*

Question.

- “Our county has already adopted the first version of the MOA. Do we need to go back and adopt a new one or add this new Whereas clause?”
- ANSWER: You can, but it is not necessary. The first version of the MOA is fine and still provides the same coverage.
- This new Whereas clause simply gives greater assurance to counties that have heightened concern about the county liability related to the 25% contingency fee issue.

Options

1

ADOPT THE NC MOA – VERSION 1

2

ADOPT THE NC MOA – VERSION 2
(Belts & Suspenders Version)

3

Call Us – NCACC, DOJ, 555
(We are happy to discuss and walk through any and all details.)

Questions / Discussion

What is the North Carolina Memorandum of Agreement (NC MOA)?

- Seventy-six counties and eight municipalities have filed lawsuits in federal court to hold accountable several companies involved in manufacturing, marketing, promoting, and distributing prescription opioid drugs.
- Local governments and the state are hopeful that a National Settlement Agreement with the companies involved in national opioid litigation may be forthcoming, along with additional potential proceeds from a related bankruptcy resolution.
- The proposed North Carolina Memorandum of Agreement (NC MOA) governs how North Carolina would use its share of opioid settlement funds and includes a high level of transparency and accountability.
- Under the NC MOA, all opioid settlement funds would be directed as follows:
 - 15% to the state (which the General Assembly would have authority to appropriate on a wide range of strategies to address the epidemic)
 - 80% to local governments, including all 100 counties plus 17 municipalities, allocated among those counties and municipalities through a formula developed by attorneys representing local governments in national litigation
 - An additional 5% percent into an incentive fund for any county (and any municipality in that county receiving settlement funds) in which the county itself and every municipality with at least 30,000 residents (based on 2019 population totals) in the county signs the NC MOA

Why should municipalities sign the NC MOA?

- For North Carolina to receive the maximum payout under any potential national opioid settlements it is important that all 100 counties, and all large and medium-sized municipalities sign onto the NC MOA and those national settlement agreements.
- The NC MOA is designed to maximize the share of opioid settlement funds received in the state to help abate the harm caused by opioids and ensure the resources reach communities as quickly, effectively, and directly as possible.
- Residents of all municipalities in North Carolina – including those that receive settlement funds and those that do not – stand to benefit from county programs and services supported with opioid settlement funds.
- It is advantageous to all North Carolinians for all local governments to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic.

By signing the NC MOA, what resources could municipalities receive?

- Under the national settlement and bankruptcy resolution (taken together), up to \$850 million would be allocated to North Carolina for opioid remediation over an 18-year period.
- The potential settlement money would be allocated among states based on population and the local impact of the opioid crisis, as determined by public health statistics related to opioid misuse.
- The allocation formula also includes an incentive that increases the payment amounts as more counties and municipalities join the settlement.
- **The national settlement agreement is expected to provide the highest benefits to state and local governments that have 100% participation in signing on to their state agreements and the National Settlement Agreement.**
- If the NC MOA is adopted by all 100 counties and the following 17 municipalities, these local governments would be eligible to receive direct funding from the “Local Abatement Fund,” which accounts for 80% of North Carolina’s total allocation. *This group includes the eight municipalities involved in the national litigation and nine other municipalities with a population of 75,000 or greater - based on 2019 population totals. *(Percentage allocations are shown in NC MOA Exhibit G).*
- **Under the MOA, 17 municipalities could receive direct funding including:** Asheville, *Canton, Cary, Charlotte, Concord, Durham, *Fayetteville, Gastonia, *Greensboro, Greenville, *Henderson, *Hickory, High Point, *Jacksonville, Raleigh, *Wilmington, *Winston-Salem (** denotes municipalities that are party to the national settlement litigation*).

If a municipality gets opioid settlement funds, how could the money be spent?

- Any national opioid settlement and bankruptcy resolution will direct state and local governments to use most opioid settlement funds to address the epidemic. Consistent with this principle, the NC MOA offers local governments two options:
 - A. Under Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic.
 - B. Under Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in a collaborative strategic planning process involving a diverse array of stakeholders at the local level.

Information for Counties to Discuss the NC MOA with Municipal Partners



- Under Option A, local governments may use opioid settlement funds to support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions. Specifically, under Option A, local governments may use opioid settlement proceeds to fund the following: *(See NC MOA Exhibit A for additional detail)*
 1. Collaborative strategic planning
 2. Evidence-based addiction treatment
 3. Recovery support services
 4. Recovery housing support
 5. Employment-related services
 6. Early intervention
 7. Naloxone distribution
 8. Post-overdose response teams
 9. Syringe service programs
 10. Criminal justice diversion programs
 11. Addiction treatment for incarcerated persons
 12. Reentry programs for recently incarcerated persons

- The Option B strategies include a wider array of strategies than would be allowed under any national settlement or under a resolution of bankruptcy proceedings. This includes strategies that: *(See NC MOA Exhibit B for a current version of the Option B national strategy list)*
 - A. Treat Opioid Use Disorder (OUD)
 - B. Support people in treatment and recovery
 - C. Provide connections to care
 - D. Address the needs of criminal-justice-involved persons with OUD
 - E. Address the needs of pregnant or parenting women and their families
 - F. Prevent over-prescribing of opioids
 - G. Prevent misuse of opioids
 - H. Prevent overdose deaths and other harms (harm reduction)
 - I. Support first responders
 - J. Promote leadership, planning, and coordination
 - K. Fund relevant training and research

- Under Option B, a local government may fund one or more strategies from the longer list of national strategies after engaging in collaborative strategic planning at the local level. This involves: *(See NC MOA Exhibit C for additional detail)*
 - Engaging a wide array of local stakeholders

- Exploring the root causes of drug misuse, addiction, and overdose death in the area
- Identifying and evaluating potential strategies to address the epidemic
- Looking for opportunities to fill gaps in existing programs, align strategies, and combine opioid settlement funds with other sources of funding
- Offering comprehensive recommendations to the county board, city council, or other governing body

What is the allocation formula used to determine North Carolina's portion of opioid settlement funds, the county-by-county allocations, and allocations to eligible municipalities?

- The allocation model for the NC MOA is derived directly from the allocation model developed at the national level by experts retained by the outside counsel for local governments. (*Counties and municipalities that are party to the national litigation may want to refer to their local counsels for more information on how the national allocation model was developed).
- The national allocation model (the "Allocation Model"), available at allocationmap.iclaimsonline.com, is based on the level of historical opioid usage, abuse, and deaths in each county, calculated using national data that is collected for each county, rather than population. The Allocation Model gives equal weight to each of these three factors (described in more detail below). Thus, a hypothetical county with an OUD percentage of .3%, and overdose deaths percentage of .2% and an amounts of opioids percentage of .16% would receive an overall allocation of .22%. A county's litigating status is not a factor. The three-factors used to determine the allocation of potential opioids settlement proceeds among counties include:
 - A. Opioid Use Disorder ("OUD").** Under this factor, each county is assigned a percentage derived by dividing the number of people in the county with OUD by the total number of people nationwide with OUD. The Model uses data reported in the National Survey on Drug Use and Health ("NSDUH") for 2017. The data is accessible at <https://bit.ly/2HqF554>.
 - B. Overdose Deaths.** This factor assigns to each county a percentage of the nation's opioid overdose deaths. The percentage is based on Multiple Causes of Death ("MCOB") data reported by the National Center for Health Statistics ("NCHS"), the Centers for Disease Control ("CDC") and the Department of Health and Human Services ("DHHS"). The data so reported is adjusted using a standard, accepted method (the "Ruhm Adjustment") designed to address the well-established under-reporting of deaths by opioids overdose.

C. Amount of Opioids. This factor assigns to each county a percentage of the national opioids shipments during 2006-2016 (expressed as morphine molecule equivalents, or MMEs) that produced a negative outcome. This percentage is based on data reported by the U.S. Drug Enforcement Agency (“DEA”) in its ARCOS (Automation of Reports and Consolidated Orders System) database. Each county’s share of national shipments is multiplied by the higher of two ratios: (1) the ratio of the percentage of people in the county with OUD to the percentage of people nationwide with OUD; or (2) the ratio of the percentage of people in the county who died of an opioids overdose between 2006-2016 to the national percentages of opioids overdose deaths during that time.

What is the “Incentive Fund”?

- The 5% Incentive Fund is intended to help local governments sign onto the NC MOA. It will go directly to eligible local governments as a direct allocation as well and can be used for opioid remediation activities as set forth in the NC MOA.
- A county or municipality may receive an additional (smaller) amount in connection with the incentive fund described in Section G to the MOA. The NC MOA directs **five percent** of all settlement funds flowing to the state into an incentive fund that would be divided among those counties (and any municipalities in those counties that stand to receive settlement funds under NC MOA Exhibit G) in which the county itself and every municipality in the county with at least 30,000 residents (based on 2019 population totals) signs the MOA.
- If everyone signs onto the agreement, local governments can expect to receive as much as 85% of the opioid settlement funds that come to North Carolina.

What is timeline for getting resolutions passed in support of the NC MOA?

- All counties and municipalities should sign the agreement as soon as possible. If all counties and municipalities above 30,000 in population sign onto the agreement without delay, we expect local governments will receive **as much as 85% in direct allocations** from any forthcoming national opioid settlement funds.
- However, if the NC MOA does not go into effect, we anticipate that North Carolina’s allocation will be governed by the default allocations included in the national settlement agreements. We expect the default arrangement would provide **as little as 15%** of state settlement funds in direct payments to local governments.

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

Contents

Background Statement3

Statement of Agreement4

 A. Definitions.....4

 B. Allocation of Settlement Proceeds

 1. Method of distribution5

 2. Overall allocation of funds.....5

 3. Allocation of funds between Local Governments5

 4. Municipal allocations

 a. Local Governments receiving payments.....6

 b. Municipality may direct payments to county.....6

 5. Use of funds for opioid remediation activities.....6

 6. Relationship of this MOA to other agreements and resolutions6

 C. Payment of Litigating and Non-Litigating Parties.....6

 D. Special Revenue Fund

 1. Creation of special revenue fund6

 2. Procedures for special revenue fund6

 3. Interest earned on special revenue fund.....7

 E. Opioid Remediation Activities

 1. Limitation on use of funds7

 2. Opportunity to cure inconsistent expenditures7

 3. Consequences of failure to cure inconsistent expenditures7

 4. Annual meeting of counties and municipalities within each county7

 5. Use of settlement funds under Option A and Option B

 a. Option A.....8

 b. Option B.....8

 6. Process for drawing from special revenue funds

 a. Budget item or resolution required9

 b. Budget item or resolution details9

 7. Coordination group9

 F. Auditing, Compliance, Reporting, and Accountability

 1. Audits under Local Government Budget and Fiscal Control Act.....9

 2. Audits under other acts and requirements.....9

 3. Audit costs9

4. Access to persons and records	9
5. Preservation of records	10
6. Reporting	
a. Annual financial report required.....	10
b. Annual financial report timing and contents.....	10
c. Reporting to statewide opioid settlement dashboard	10
d. Copy to NCDOJ of any additional reporting	11
e. Compliance and non-compliance.....	11
7. Collaboration.....	11
G. County Incentive Fund.....	11
H. Effectiveness	
1. When MOA takes effect	12
2. Amendments to MOA	
a. Amendments to conform to final national documents.....	12
b. Coordination group	12
c. No amendments to allocation between local governments.....	12
d. General amendment power	12
3. Acknowledgement	12
4. When MOA is no longer in effect.....	12
5. Application of MOA to settlements and bankruptcy resolutions.....	12
6. Applicable law and venue.....	13
7. Scope of MOA	13
8. No third party beneficiaries	13
9. No effect on authority of parties	13
10. Signing and execution of MOA	13

Signature Pages

Exhibits

A. High-Impact Opioid Abatement Strategies Under Option A.....	1
B. Additional Opioid Remediation Activities Under Option B	3
C. Collaborative Strategic Planning Process Under Option B	14
D. Coordination Group	16
E. Annual Financial Report.....	19
F. Impact Information	20
G. Local Government Allocation Proportions.....	22

Background Statement

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

C. Payment of Litigating and Non-Litigating Parties

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

D. Special Revenue Fund

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

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

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

E. Opioid Remediation Activities.

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

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

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

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

F. Auditing, Compliance, Reporting, and Accountability

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

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

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

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

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

G. County Incentive Fund

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

H. Effectiveness

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

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

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

(Signature pages follow.)

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

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

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

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

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

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

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

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

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

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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

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

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

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

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

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

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

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

Four Experts Appointed by the Department of Health and Human Services

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

One Expert Appointed by the Attorney General

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

Two Experts Appointed by Legislative Leaders

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

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

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

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

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

RESPONSIBILITIES

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

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

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

Each annual financial report must include the following financial information:

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

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

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

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

EXHIBIT F TO NC MOA: IMPACT INFORMATION

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

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

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

STANDARD FORM

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

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

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

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

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

SHORT FORM

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

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

Counties:

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

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

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

Municipalities:

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



MEMORANDUM

TO: Mayor and Board of Commissioners
FROM: Michael Boaz, Town Manager/Finance Officer
DATE: September 2, 2021
RE: September 2021 Manager's Report

- The milling sub-contractor for NC DOT should begin milling the Town streets that are to be paved sometime the week of 7 September. The paving crews will follow fairly quickly behind the milling crews. We expect the paving operations to be completed within 60 days.
- I have included two new reports out of our new work order and code enforcement software in this month's report. We only started using this software program in the last couple of weeks so the numbers are not for a full month.
- Our parklets have been put out on Main Street. We have heard some concerns about them, but we have also heard a lot of positive comments. We are working on a system for evaluating the success and will report back to the Commissioners after the fall season is completed.
- The Public Works crew will be doing some water line work in various places throughout Town. We are replacing older 2 inch lines with new PVC lines. This should reduce the number of breaks in these areas and may improve service levels to customers. We are doing this work in advance of the street paving so that we can prevent, as much as possible, issues after paving is complete.
- The Mt Airy News recently published a letter to the editor about our new work order and citizen concern software. The writer of this letter claimed that the Town was forcing "granny" to contact New Jersey to register complaints about issues in Pilot Mountain. Nothing could be further from the truth. The Town has signed an agreement with GovPilot, a NJ based company, to provide the Town with software that will help us manage work orders, citizen concerns, zoning permits, and business registration. This software does provide citizens the option of using a web based form to apply for a zoning permit, submit a concern about a pothole or other issue, and register their business with the Town. However, it does not require that citizens do so. As always, residents, developers, and business owners are welcome to contact any member of our team here at Town Hall to get help with any Town related issue. If folks choose to call and report an issue, the Team member who takes the call will enter the information into the web-based form for them.

PROJECT UPDATES

1. Depot Street Stream Restoration Project: All easements have been collected and design/build is underway. We have been granted an additional extension.
2. Main Street National Register District: These applications have been submitted to the State Historic Preservation Office.
3. Street Paving Project: Milling and paving operations should begin the week of 7 September and be completed within 60 days.
4. Sunset Sewer Sub-Basin Project: This project is completed.
5. Water Treatment Upgrade: The project is underway but there continue to be issues with material shortages.
6. Streetscape Project: WR continues to work with Duke Energy on Plan B.
7. WWTP & Pump Station Project: This project will be put out to bid this month.



TOWN OF PILOT MOUNTAIN

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2022

Reporting Period: August 1 - August 31 2021

OUR CASH AND INVESTMENTS		
Balances on August 31 2021, in whole dollars		
CASH & INVESTMENTS BY FUND		
GENERAL FUND		
	August 2020	August 2021
Central Depository	\$ 394,202	\$ 204,345
NCCMT	(3,664)	(3,621)
NCCMT-Powell Bill	710	711
NCCMT-Term Account	21	(18)
Police Drug Forfeiture	2,196	1,303
Centura Bank CD	25,031	25,031
Fiduciary Funds	13,231	48,376
TOTAL GENERAL FUND	\$ 431,727	\$ 276,126
OTHER FUNDS		
	August 2020	August 2021
Water & Sewer Fund	\$ 5,477	\$ 55,053
NCCMT-Water/Sewer	\$ 4,405	\$ 5,657
Water & Sewer AIA	\$ (819)	\$ 3,993
Interconnection CP	\$ 7,000	\$ -
WWTP Upgrade	\$ (56,270)	\$ (7,480)
Sunset/Simmons Water	N/A	(\$205,161)
Water Treatment Upgrade	(\$304,730)	\$132,594
Streetscape Project	\$1,216	\$0
Sunset Sewer Project	(\$11,095)	(\$7,358)
Street Resurfacing	\$6,019	\$6,019
Capital Reserve	\$ 67,671	\$ 44,803
ARPA Funds	N/A	\$ 225,160
TOTAL OTHER FUNDS	\$ (281,126)	\$ 253,281
TOTAL CASH & INVESTMENTS TOWN-WIDE		
	August 2020	August 2021
ALL FUNDS	\$ 150,601	\$ 529,408

OUR CASH FLOWS...			
GENERAL FUND REVENUES & EXPENDITURES	Comparison of FYTD %		
		Prior FYTD %	Current FYTD %
Fiscal Year Budget	\$ 1,754,560	\$ 2,093,060	
Revenues Fiscal Year to Date	13.00%	14.00%	
Expenses Fiscal Year to Date	16.17%	18.51%	
WATER & SEWER ENTERPRISE FUND			
Fiscal Year Budget	\$ 948,660	\$ 1,036,090	
Revenues Fiscal Year to Date	3.00%	19.37%	
Expenses Fiscal Year to Date	13.38%	16.43%	
WWTP & PUMP STATION REHAB PROJECT			
Project Budget	\$ 1,374,500	\$ 1,374,500	
Revenues Project to Date	\$ 122,445	3.83%	8.91%
Expenses Project to Date	\$ 129,925	3.98%	9.45%
Water Treatment Upgrade Project			
Project Budget	\$ 3,978,000	\$ 3,978,000	
Revenues Project to Date	\$ 676,865	7.71%	17.02%
Expenses Project to Date	\$ 526,846	7.71%	13.24%
Sunset Sewer Rehabilitation Project			
Project Budget	\$ 2,573,038	\$ 2,573,038	
Revenues Project to Date	\$ 1,661,115	14.04%	64.56%
Expenses Project to Date	\$ 1,707,599	14.25%	66.37%
WATER & SEWER AIA PROJECT			
Project Budget	NA	\$ 305,000	
Revenues Project to Date	\$ 295,962	53%	97%
Expenses Project to Date	\$ 292,028	53%	96%

SPECIFIC REVENUE COLLECTIONS AT A GLANCE...			
	Comparison of FY %		
		Prior FY %	Current FY %
AD VALOREM PROPERTY TAX			
Fiscal Year Budget	\$ 867,500	\$ 955,760	
Revenues this Month	\$ 139,096	1.45%	14.55%
Revenues FYTD	\$ 139,096	15.74%	14.55%
SALES & USE TAX			
Fiscal Year Budget	\$ 398,600	\$ 558,630	
Revenues this Month	\$ 49,899	10.78%	8.93%
Revenues FYTD	\$ 98,755	20.15%	17.68%
UTILITY FRANCHISE TAX			
Fiscal Year Budget	\$ 118,140	\$ 110,000	
Revenues this Month	\$ -	0.00%	0.00%
Revenues FYTD	\$ -	0.00%	0.00%
REFUSE COLLECTION FEES			
Fiscal Year Budget	\$ 73,010	\$ 72,470	
Revenues this Month	\$ 6,199	8.08%	8.55%
Revenues FYTD	\$ 13,063	17.25%	18.03%
SALES & SERVICES			
Fiscal Year Budget	\$ 81,700	\$ 55,200	
Revenues this Month	\$ 41,010	1.89%	74.29%
Revenues FYTD	\$ 43,703	3.29%	79.17%
WATER & SEWER ENTERPRISE FUND REVENUES			
Fiscal Year Budget	\$ 948,660	\$ 1,036,090	
Revenues this Month	\$ 124,170	7.13%	11.98%
Revenues FYTD	\$ 200,672	14.55%	19.37%

GENERAL FUND DEPARTMENTS	Comparison of Monthly Expenses		
	Fiscal Year	YTD Expenses	
	2021 Budget	Prior FY	Current FY
Governing Body	\$ 174,360	\$ 16,520	\$ 16,364
Administration	346,890	53,864	65,368
Community & Economic D	41,960	3,502	9,016
Downtown Revitalization	140,280	13,749	30,896
Police Dept	830,670	117,843	172,092
Street Dept	123,460	14,656	12,946
Powell Bill	42,000	2,716	3,340
Sanitation	296,560	43,415	67,907
Pilot Center	20,340	5,856	6,171
Library	38,340	305	3,340
Debt Service	38,200	11,243	-
Non Departmental	-	-	-
	\$ 2,093,060	\$ 283,670	\$ 387,440
Fiscal Year Budget	\$ 1,754,560	\$ 2,093,060	
YTD % of Annual Budget Expended		16.17%	18.51%
WATER & SEWER ENTERPRISE FUND			
General	\$ 190,650	\$ -	\$ -
Water/Sewer Administration	148,760	18,802	28,631
Production	155,130	29,201	42,730
WWTP	257,950	33,249	44,603
Line Maintenance	283,600	45,669	54,235
	\$ 1,036,090	\$ 126,921	\$ 170,200
Fiscal Year Budget	\$ 948,660	\$ 1,036,090	
YTD % of Annual Budget Expended		13.38%	16.43%

**MONTHLY STATUS REPORT OF
OPERATION FOR THE PILOT MOUNTAIN
WASTEWATER TREATMENT PLANT**

MONTH: July

YEAR: 2021

OPERATIONS:

MILLION GALLONS OF WATER TREATED	4.402	PERMIT LIMIT MGD	.500
AVERAGE DAILY VOLUME TREATED	.142		
TOTAL RAINFALL INCHES	5.10		

CHEMICALS USED:

CHLORINE/BLEACH	60 Gallons
POLYMER	0 Gallons

CHEMICAL ANALYSIS:

Parameter	Permit Limits	Monthly Results
BOD	30 max. avg. monthly	2.75
TSS	30 max. avg. monthly	5.75
D.O.	5 minimum avg. daily eff.	6.21
Fecal Coliform	200 max. avg. monthly	5.03
Ammonia-Nitrogen	28.6 max. avg. monthly	1.5

We were in compliance with all permit requirements, but we had a problem with our quarterly Bioassay we are resampling in August.

**0MONTHLY STATUS REPORT OF
OPERATION FOR THE PILOT MOUNTAIN
WATER TREATMENT PLANT**

MONTH: August

YEAR: 2021

OPERATIONS:

MILLION GALLONS OF RAW WATER TREATED	8.86	DAILY AVERAGE RAW WATER TREATED (MGD)	.285
MILLION GALLONS WATER FILTERED	8.55	DAILY AVERAGE WATER FILTERED (MGD)	.275
MILLION GALLONS PUMPED TO SYSTEM	7.123	DAILY AVERAGE WATER PUMPED TO SYSTEM (MGD)	.229

CHEMICALS USED:

ALUMINUM SULFATE	1330 LBS.
SODA ASH	809 LBS.
CHLORINE	212 LBS.
HEXAMETAPHOSFATE	71 LBS.

OPERATIONS SUMMARY:

All monthly drinking water laboratory tests were in compliance and the monthly report (eMOR) was submitted to NCDEQ on September 1st, 2021.

**Pilot Mountain Police Department
Monthly Report for August 2021**

Accidents

8/5/2021 100 Old Westfield Rd
 8/13/2021 200 W Main St
 8/23/2021 801 W Main St
 8/24/2021 218 Friends St
 8/28/2021 703 E 52 Byp
 8/31/2021 124 W Main St

	TOTAL	AMOUNT	RECOVERED
Police Service	195		
Wrecks Investigated	7	\$ 6,550.00	
Assaults	1		
Larcenies	4	\$ 425.00	
Disturbances/Domestic	12		
Burglar Alarms	19		
Breaking & Entering	0		
MIP & Property Damage	0		
Traffic Citations	22		
Intoxicated Drivers	0		
Intoxicated Pedestrians	0		
Forgery/Fraud/Scam	3	\$ 3,410.00	
Armed Robbery	0		
Drug Charges	0		
Other Crimes	9		
Total Arrests	6		
Totals:	278	\$ 10,385.00	\$ -

OTHER:

8/19/2021 Served WFA
 8/24/2021 Served OFA
 8/25/2021 Served OFA
 8/27/2021 Served OFA X 5
 8/29/2021 Served WFA

NOTES:

8/3/2021 All officers participated in the National Night Out
 8/7/2021 Officers worked the Cruise In
 8/11/2021 Chief Jackson & Capt Easter attended the LEPC MTG
 by phone
 8/19/2021 Officer McMillian worked the ESHS JV Football game
 8/21/2021 Chief Jackson taught BLET Class