



Town of Clayton
Regular Town Council Meeting Agenda
Monday, June 21, 2021 @ 6:00 PM
Council Chambers

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:
https://www.youtube.com/channel/UCwz_EIU1ENy7BkFsqmWYzQ

BELOW PLEASE FIND ADDITIONAL INFORMATION REGARDING PROCEDURES FOR IN-PERSON MEETINGS:

- ALL persons attending must wear a mask.
- We will be following proper social distancing at all times.
- All council/board members will be socially distanced in the council chambers and wearing face masks.*
- All staff and visitors will be socially distanced while within the council chambers. Face masks will be worn.*
- Hand sanitizer will be available, both in the lobby and council chambers.
- Podium/microphone will be sanitized after each speaker.

**Masks may be lowered when speaking.*

1. CALL TO ORDER

Pledge of Allegiance and Invocation

2. ADJUSTMENT OF THE AGENDA

3. CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

a. Resolutions to Collect Taxes on Behalf of the Town of Clayton

- Johnston County
- Wake County

[Resolution to Collect Taxes Johnston County 2021](#)

[Resolution to Collect Taxes Wake County 2021](#)

b. Town of Clayton & Johnston County Schools Facility Use Agreement
[Agreement](#)

c. Memorandum of Agreement - North Carolina Opioid Settlement
[Opioid Litigation MOA - Municipal Info](#)
[Final Opioid MOA](#)
[Signature pages - Opioid MOA](#)

d. Resolution Awarding Service Firearm & Badge to Retired Police Personnel
[Resolution](#)

e Final Acceptance of Asphalt Pavement

- Riverwood Athletic Club, Athletic Club Boulevard Phases 2B, 9 Lots (Chamberlain Drive), 2B-2, 15 Lots (Hardaway Point, Houston Lane-Excluding, Phase 2B-

3),2C,54Lots(HoustonLane,HaywoodLane,McCarthyDrive)2D,16Lots(McCarthyDrive),2E,27Lots (DuncanCourt,McCarthyDrive),2F,22Lots(McCarthyDrive),2G,41Lots(HaywoodLane,HardawayP oint),3A-I,22Lots(CollinsworthDrive),3A-2,46Lots(CollinsworthDrive,NamathCourt),6D- I,18Lots(BradshawWay,TarknetonCourt),6D-2,16Lots(TarkentonCourt,TomlinsonDrive), &8A,30Lots(W. Webber Lane, Sloan Drive)

[Final Acceptance Public Asphalt Pavement](#)

f. **Warranty Acceptance**

- Village at Little Creek Phase 1

[Final Acceptance Village at Little Creek Phase I](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. **Advisory Board Recommendations for Appointment**

Presenter: Kimberly Moffett, Town Clerk

- Downtown Development Advisory Board
- Public Art Advisory Board
- Library Advisory Board

[Cover](#)

POTENTIAL ACTION: Appointments to Advisory Boards

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. **New Employee Introduction**

Presenters: Robert McKie - Finance Director, Kimberly Moffett - Town Clerk, Dolores Gill - D/Town Manage, Joshua Baird - Town Engineer and Michael Tutwiler - GIS Coordinator

- Shaun Mizzell - Procurement Contract Manager
- Hillary McFarland - HR Analyst
- David Moore - Property Maintenance Superintendent
- Tonda Johnson - Custodian
- Elizabeth Beyer - Engineering Intern
- Lenetta Lucas - Utility Locations Coordinator
- Corshadd Scott - Utility Locations Coordinator

b. **Awarding of Service Firearm and Badge**

Presenter: Greg Tart, Police Chief

- Richie Herring, Police Captain

c. **Mural Project - Barbour Building**

Presenters: Sara Perricone & Clark Hipolito - Public Art Advisory Board

d. **NEA Big Read Clayton**

Presenter: Joy Garretson, Library Director

[Cover](#)

[Big Read Grant Announcement-2021-22-FINAL](#)

6. PUBLIC HEARINGS

a. **2020-50-ANX - Payton Road Extension - ANNEXATION**

Presenter: Planning Department

[Cover](#)

[Application](#)

[Legal Description](#)
[Annexation Map](#)
[Plat](#)
[Advertisement](#)
[Ordinance](#)

POTENTIAL ACTION: Adoption of Ordinance #2021-06-06

7. OLD BUSINESS

- a. FY '21-22 Annual Budget
Public Hearing Was Held on June 7, 2021
Presenter: Rich Cappola, Interim Town Manager
[Ordinance -Budget FY 21-22 Final](#)
[Budget Ordinance Fees & Charges 21-22](#)

POTENTIAL ACTION: Adoption of Ordinance # 2021-06-07 (Budget)

POTENTIAL ACTION: Adoption of Ordinance #2021-06-08 (Fees & Charges)

8. NEW BUSINESS

- a. Year End Closeout Budget Amendments
Presenter: Robert McKie, Finance Director
[Cover](#)
[Fund 300 Yearend Closeout Budget Amendment](#)
[Fund 310 Yearend Closeout Budget Amendment](#)
[Fund 664 Budget Amendment](#)

POTENTIAL ACTION: Adoption of Ordinance #'s 2021-06-09, 2021-06-10 & 2021-06-11

- b. Water & Sewer Progression Compensation Incentive Policy
Presenter: Byron Poelman. Water Resources Director
[Policy DRAFT](#)

POTENTIAL ACTION: Adoption of Policy W&S 2021-01

9. STAFF REPORTS

- a. Town Manager
b. Town Attorney
c. Town Clerk
d. Other Staff
• Square to Square Festival Update
Presenter: Amy Shearin

10. OTHER BUSINESS

- a. Informal Discussion & Public Comment
b. Council Comments

11. ADJOURNMENT

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING THE JOHNSTON COUNTY TAX
ADMINISTRATOR
TO LEVY AND COLLECT PROPERTY TAXES FOR THE TOWN OF CLAYTON**

BE IT RESOLVED by the Town Council of the Town of Clayton, North Carolina,
as follows:

The Johnston County Tax Administrator is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Johnston County Tax Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Clayton, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Duly adopted this 21st day of June 2021, while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING THE WAKE COUNTY TAX ADMINISTRATOR
TO LEVY AND COLLECT PROPERTY TAXES FOR THE TOWN OF CLAYTON**

**BE IT RESOLVED by the Town Council of the Town of Clayton, North Carolina,
as follows:**

The Wake County Tax Administrator is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Wake County Tax Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Clayton, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Duly adopted this 21st day of June 2021, while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 21, 2021

Agenda Location

Consent Agenda

Item Title

Joint Venture and Use Agreement with Johnston County Board of Education-Clayton High School

Presenter

Scott Barnard

Summary/Description

The Parks and Recreation Department is seeking council authorization of Manager Cappola to sign/enter into the agreement with JOCO Schools to construct artificial fields on the football stadium and soccer fields, provided turf and artificial turf maintenance of the school athletic facilities and in turn receive access to utilize fields, gyms, etc for town programs.

Requested Action

Approval/Denial

Funding Source (If Applicable):

Unappropriated fund balance? See Robert McKie

Cost: N/A Yes ☒ No ☒

Additional Documents to be Included in Agenda Packet

Signed Agreement from JOCO Board of Education

Meeting Timeline

Click or tap here to enter text.

Information for Counties to Discuss the NC MOA with Municipal Partners



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.

Information for Counties to Discuss the NC MOA with Municipal Partners



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

Information for Counties to Discuss the NC MOA with Municipal Partners



- 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 ("MCOD") 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.

Information for Counties to Discuss the NC MOA with Municipal Partners



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**

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Background Statement

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

C. Payment of Litigating and Non-Litigating Parties

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

D. Special Revenue Fund

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

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

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

E. Opioid Remediation Activities.

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

a. Option A.

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

b. Option B.

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

6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

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

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

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

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

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

G. County Incentive Fund

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

H. Effectiveness

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

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

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

(Signature pages follow.)

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

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

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

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

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

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

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

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

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

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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

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

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

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

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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%

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

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

SIGNATURE PAGE FOR THE STATE OF NORTH CAROLINA

THE STATE OF NORTH CAROLINA

By: _____
Name: Joshua H. Stein
Title: Attorney General
Date: _____

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ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR ALAMANCE COUNTY AND ITS MUNICIPALITIES

County Government

ALAMANCE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF BURLINGTON

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF ELON

By: _____
Name: _____
Title: _____
Date: _____

CITY OF GRAHAM

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MEBANE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR ALEXANDER COUNTY AND ITS MUNICIPALITIES

County Government

ALEXANDER COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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

SIGNATURE PAGE FOR ALLEGHANY COUNTY AND ITS MUNICIPALITIES

County Government

ALLEGHANY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR ANSON COUNTY AND ITS MUNICIPALITIES

County Government

ANSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR ASHE COUNTY AND ITS MUNICIPALITIES

County Government

ASHE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR AVERY COUNTY AND ITS MUNICIPALITIES

County Government

AVERY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR BEAUFORT COUNTY AND ITS MUNICIPALITIES

County Government

BEAUFORT COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR BERTIE COUNTY AND ITS MUNICIPALITIES

County Government

BERTIE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR BLADEN COUNTY AND ITS MUNICIPALITIES

County Government

BLADEN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR BRUNSWICK COUNTY AND ITS MUNICIPALITIES

County Government

BRUNSWICK COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

TOWN OF LELAND

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR BUNCOMBE COUNTY AND ITS MUNICIPALITIES

County Government

BUNCOMBE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF ASHEVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR BURKE COUNTY AND ITS MUNICIPALITIES

County Government

BURKE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF MORGANTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR CABARRUS COUNTY AND ITS MUNICIPALITIES

County Government

CABARRUS COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF CONCORD

By: _____
Name: _____
Title: _____
Date: _____

CITY OF KANNAPOLIS

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF HARRISBURG

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR CALDWELL COUNTY AND ITS MUNICIPALITIES

County Government

CALDWELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF LENOIR

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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

SIGNATURE PAGE FOR CAMDEN COUNTY AND ITS MUNICIPALITIES

County Government

CAMDEN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CARTERET COUNTY AND ITS MUNICIPALITIES

County Government

CARTERET COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CASWELL COUNTY AND ITS MUNICIPALITIES

County Government

CASWELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CATAWBA COUNTY AND ITS MUNICIPALITIES

County Government

CATAWBA COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF HICKORY

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

CITY OF NEWTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR CHATHAM COUNTY AND ITS MUNICIPALITIES

County Government

CHATHAM COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CHEROKEE COUNTY AND ITS MUNICIPALITIES

County Government

CHEROKEE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CHOWAN COUNTY AND ITS MUNICIPALITIES

County Government

CHOWAN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR CLAY COUNTY AND ITS MUNICIPALITIES

County Government

CLAY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR CLEVELAND COUNTY AND ITS MUNICIPALITIES

County Government

CLEVELAND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF KINGS MOUNTAIN

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SHELBY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR COLUMBUS COUNTY AND ITS MUNICIPALITIES

County Government

COLUMBUS COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR CRAVEN COUNTY AND ITS MUNICIPALITIES

County Government

CRAVEN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF HAVELOCK

By: _____
Name: _____
Title: _____
Date: _____

CITY OF NEW BERN

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR CUMBERLAND COUNTY AND ITS MUNICIPALITIES

County Government

CUMBERLAND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF FAYETTEVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF HOPE MILLS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF SPRING LAKE

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR CURRITUCK COUNTY AND ITS MUNICIPALITIES

County Government

CURRITUCK COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR DARE COUNTY AND ITS MUNICIPALITIES

County Government

DARE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR DAVIDSON COUNTY AND ITS MUNICIPALITIES

County Government

DAVIDSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF LEXINGTON

By: _____
Name: _____
Title: _____
Date: _____

CITY OF THOMASVILLE

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR DAVIE COUNTY AND ITS MUNICIPALITIES

County Government

DAVIE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR DUPLIN COUNTY AND ITS MUNICIPALITIES

County Government

DUPLIN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR DURHAM COUNTY AND ITS MUNICIPALITIES

County Government

DURHAM COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF DURHAM

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR EDGECOMBE COUNTY AND ITS MUNICIPALITIES

County Government

EDGECOMBE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

TOWN OF TARBORO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR FORSYTH COUNTY AND ITS MUNICIPALITIES

County Government

FORSYTH COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF WINSTON-SALEM

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

VILLAGE OF CLEMMONS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF KERNERSVILLE

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF LEWISVILLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR FRANKLIN COUNTY AND ITS MUNICIPALITIES

County Government

FRANKLIN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR GASTON COUNTY AND ITS MUNICIPALITIES

County Government

GASTON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF GASTONIA

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

CITY OF BELMONT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MOUNT HOLLY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR GATES COUNTY AND ITS MUNICIPALITIES

County Government

GATES COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR GRAHAM COUNTY AND ITS MUNICIPALITIES

County Government

GRAHAM COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR GRANVILLE COUNTY AND ITS MUNICIPALITIES

County Government

GRANVILLE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR GREENE COUNTY AND ITS MUNICIPALITIES

County Government

GREENE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR GUILFORD COUNTY AND ITS MUNICIPALITIES

County Government

GUILFORD COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF GREENSBORO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HIGH POINT

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF SUMMERFIELD

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR HALIFAX COUNTY AND ITS MUNICIPALITIES

County Government

HALIFAX COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF ROANOKE RAPIDS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR HARNETT COUNTY AND ITS MUNICIPALITIES

County Government

HARNETT COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR HAYWOOD COUNTY AND ITS MUNICIPALITIES

County Government

HAYWOOD COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

TOWN OF CANTON

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF WAYNESVILLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR HENDERSON COUNTY AND ITS MUNICIPALITIES

County Government

HENDERSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF HENDERSONVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR HERTFORD COUNTY AND ITS MUNICIPALITIES

County Government

HERTFORD COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR HOKE COUNTY AND ITS MUNICIPALITIES

County Government

HOKE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR HYDE COUNTY AND ITS MUNICIPALITIES

County Government

HYDE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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

SIGNATURE PAGE FOR IREDELL COUNTY AND ITS MUNICIPALITIES

County Government

IREDELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

TOWN OF MOORESVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

CITY OF STATESVILLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR JACKSON COUNTY AND ITS MUNICIPALITIES

County Government

JACKSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR JOHNSTON COUNTY AND ITS MUNICIPALITIES

County Government

JOHNSTON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

TOWN OF CLAYTON

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF SMITHFIELD

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR JONES COUNTY AND ITS MUNICIPALITIES

County Government

JONES COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR LEE COUNTY AND ITS MUNICIPALITIES

County Government

LEE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF SANFORD

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR LENOIR COUNTY AND ITS MUNICIPALITIES

County Government

LENOIR COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF KINSTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR LINCOLN COUNTY AND ITS MUNICIPALITIES

County Government

LINCOLN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF LINCOLNTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR MACON COUNTY AND ITS MUNICIPALITIES

County Government

MACON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR MADISON COUNTY AND ITS MUNICIPALITIES

County Government

MADISON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR MARTIN COUNTY AND ITS MUNICIPALITIES

County Government

MARTIN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR MCDOWELL COUNTY AND ITS MUNICIPALITIES

County Government

MCDOWELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR MECKLENBURG COUNTY AND ITS MUNICIPALITIES

County Government

MECKLENBURG COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF CHARLOTTE

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF CORNELIUS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF HUNTERSVILLE

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF MATTHEWS

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF DAVIDSON

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF MINT HILL

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR MITCHELL COUNTY AND ITS MUNICIPALITIES

County Government

MITCHELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR MONTGOMERY COUNTY AND ITS MUNICIPALITIES

County Government

MONTGOMERY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR MOORE COUNTY AND ITS MUNICIPALITIES

County Government

MOORE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

VILLAGE OF PINEHURST

TOWN OF SOUTHERN PINES

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR NASH COUNTY AND ITS MUNICIPALITIES

County Government

NASH COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR NEW HANOVER COUNTY AND ITS MUNICIPALITIES

County Government

NEW HANOVER COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF WILMINGTON

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR NORTHAMPTON COUNTY AND ITS MUNICIPALITIES

County Government

NORTHAMPTON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR ONSLOW COUNTY AND ITS MUNICIPALITIES

County Government

ONSLOW COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF JACKSONVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR ORANGE COUNTY AND ITS MUNICIPALITIES

County Government

ORANGE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

TOWN OF CHAPEL HILL

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF CARRBORO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR PAMLICO COUNTY AND ITS MUNICIPALITIES

County Government

PAMLICO COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR PASQUOTANK COUNTY AND ITS MUNICIPALITIES

County Government

PASQUOTANK COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF ELIZABETH CITY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR PENDER COUNTY AND ITS MUNICIPALITIES

County Government

PENDER COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR PERQUIMANS COUNTY AND ITS MUNICIPALITIES

County Government

PERQUIMANS COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR PERSON COUNTY AND ITS MUNICIPALITIES

County Government

PERSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR PITT COUNTY AND ITS MUNICIPALITIES

County Government

PITT COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF GREENVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR POLK COUNTY AND ITS MUNICIPALITIES

County Government

POLK COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR RANDOLPH COUNTY AND ITS MUNICIPALITIES

County Government

RANDOLPH COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF ARCHDALE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ASHEBORO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR RICHMOND COUNTY AND ITS MUNICIPALITIES

County Government

RICHMOND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR ROBESON COUNTY AND ITS MUNICIPALITIES

County Government

ROBESON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF LUMBERTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR ROCKINGHAM COUNTY AND ITS MUNICIPALITIES

County Government

ROCKINGHAM COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF EDEN

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REIDSVILLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
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SIGNATURE PAGE FOR ROWAN COUNTY AND ITS MUNICIPALITIES

County Government

ROWAN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF SALISBURY

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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

SIGNATURE PAGE FOR RUTHERFORD COUNTY AND ITS MUNICIPALITIES

County Government

RUTHERFORD COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR SAMPSON COUNTY AND ITS MUNICIPALITIES

County Government

SAMPSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR SCOTLAND COUNTY AND ITS MUNICIPALITIES

County Government

SCOTLAND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF LAURINBURG

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR STANLY COUNTY AND ITS MUNICIPALITIES

County Government

STANLY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF ALBEMARLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR STOKES COUNTY AND ITS MUNICIPALITIES

County Government

STOKES COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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

SIGNATURE PAGE FOR SURRY COUNTY AND ITS MUNICIPALITIES

County Government

SURRY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF MOUNT AIRY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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

SIGNATURE PAGE FOR SWAIN COUNTY AND ITS MUNICIPALITIES

County Government

SWAIN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR TRANSYLVANIA COUNTY AND ITS MUNICIPALITIES

County Government

TRANSYLVANIA COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR TYRRELL COUNTY AND ITS MUNICIPALITIES

County Government

TYRRELL COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR UNION COUNTY AND ITS MUNICIPALITIES

County Government

UNION COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

TOWN OF INDIAN TRAIL

CITY OF MONROE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF STALLINGS

TOWN OF WAXHAW

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF WEDDINGTON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR VANCE COUNTY AND ITS MUNICIPALITIES

County Government

VANCE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

CITY OF HENDERSON

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGES FOR WAKE COUNTY AND ITS MUNICIPALITIES

County Government

WAKE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

TOWN OF APEX

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF CARY

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF FUQUAY-VARINA

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF GARNER

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF HOLLY SPRINGS

By: _____
Name: _____
Title: _____
Date: _____

CITY OF RALEIGH

By: _____
Name: _____
Title: _____
Date: _____

(continued on next page)

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

SIGNATURE PAGES FOR WAKE COUNTY AND ITS MUNICIPALITIES

(continued from previous page)

TOWN OF WAKE FOREST

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF KNIGHTDALE

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF MORRISVILLE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR WARREN COUNTY AND ITS MUNICIPALITIES

County Government

WARREN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR WASHINGTON COUNTY AND ITS MUNICIPALITIES

County Government

WASHINGTON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR WATAUGA COUNTY AND ITS MUNICIPALITIES

County Government

WATAUGA COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

TOWN OF BOONE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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

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SIGNATURE PAGE FOR WAYNE COUNTY AND ITS MUNICIPALITIES

County Government

WAYNE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF GOLDSBORO

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--

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

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SIGNATURE PAGE FOR WILKES COUNTY AND ITS MUNICIPALITIES

County Government

WILKES COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR WILSON COUNTY AND ITS MUNICIPALITIES

County Government

WILSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF WILSON

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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SIGNATURE PAGE FOR YADKIN COUNTY AND ITS MUNICIPALITIES

County Government

YADKIN COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF AGREEMENT
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SIGNATURE PAGE FOR YANCEY COUNTY AND ITS MUNICIPALITIES

County Government

YANCEY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

_____ By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
--	--



**AWARDING BADGE AND SERVICE WEAPON TO RETIRING
POLICE SERGEANT**

WHEREAS, NCGS § 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, NCGS § 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service weapon of such retiring member; and

WHEREAS, Captain James “Richie” Herring has served as a member of the Clayton Police Department for more than 20 years since his appointment date of February 7, 2001. Captain Herring and is retiring from the Clayton Police Department on June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Clayton Town Council that the badge and service weapon worn and/or carried by Captain James “Richie” Herring be awarded to him on his retirement.

Duly adopted this the 21st day of June, 2021 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



TOWN OF CLAYTON
Engineering & Inspections
111 E. Second St., P.O. Box 879
Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Donnie Adams, Adams & Hodge Engineering
Dave DeYoung, Hearthpointe Development
Mark Turner, Providence Construction
Joshua Baird, Town Engineer
David Moore, Property Maintenance Superintendent
Blake Mills, Asst. Public Services Director
Karen Durham, Engineering & Inspections Coordinator

Date: June 14, 2021

Subject: Riverwood Athletic Club, Athletic Club Boulevard Phases 2B, 9 Lots (Chamberlain Drive), 2B-2, 15 Lots (Hardaway Point, Houston Lane-**Excluding, Phase 2B-3**), 2C, 54 Lots (Houston Lane, Haywood Lane, McCarthy Drive) 2D, 16 Lots (McCarthy Drive), 2E, 27 Lots (Duncan Court, McCarthy Drive), 2F, 22 Lots (McCarthy Drive), 2G, 41 Lots (Haywood Lane, Hardaway Point), 3A-1, 22 Lots (Collinsworth Drive), 3A-2, 46 Lots (Collinsworth Drive, Namath Court), 6D-1, 18 Lots (Bradshaw Way, Tarkneton Court), 6D-2, 16 Lots (Tarkenton Court, Tomlinson Drive), & 8A, 30 Lots (W. Webber Lane, Sloan Drive)

Please place a final acceptance request for the subject public asphalt pavement along with all pertinent right-of-way sections on the next available agenda. The five-year warranty on each has expired and the developer has satisfactorily addressed all areas identified for repair. Upon final acceptance, the Town will assume all operational and maintenance duties.



TOWN OF CLAYTON
Engineering & Inspections
111 E. Second St., P.O. Box 879
Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Andy Simerman, Construction Project Administrator

Copy: Keith Gettle, CAA Engineers
Lori Bryant, Development Services Coordinator

Date: May 5, 2021

Subject: Village at Little Creek Subdivision – Phase I

Please place a final acceptance request for the referenced public sanitary sewer and water utilities on the next available agenda.



Town Council Agenda Cover Sheet

Meeting Date

June 21, 2021

Agenda Location

Administrative

Item Title

Advisory Board Recommendation for Appointments

Presenter

Kimberly Moffett, Town Clerk

Summary/Description

Interviews were recently held for current unexpired term* vacancies on both the Public Art Advisory Board and Library Board. Interviews were also held for 3 upcoming vacancies and 1 unexpired term* on the Downtown Development Advisory Board. The following recommendations are made for appointment:

Library Advisory Board

Julia Curran – Term Expiration - 12/21/23*

Public Art Advisory Board

Raven Collins - Term Expiration - 12/21/22*

Downtown Development Advisory Board

Jacob Parente – Term Expiration – 6/30/24

Jasmeen Calhoun – Term Expiration – 6/30/24

Paul Auclair – Term Expiration – 6/30/24

Matthew Kagel – Term Expiration – 6/30/23*

Requested Action

Other

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet**Meeting Timeline**

Click or tap here to enter text.



Town Council Agenda Cover Sheet

Meeting Date

June 21, 2021

Agenda Location

Introductions & Special Presentations

Item Title

NEA Big Read Clayton

Presenter

Joy Garretson

Summary/Description

To announce the award of the National Endowment of the Arts Big Read grant to the Hocutt-Ellington Memorial Library!

Requested Action

Informational Only

Funding Source (If Applicable):

National Endowment of the Arts: \$12,938; Town of Clayton and Partners will complete a 1:1 match with in-kind matching, donations, and funding.

Cost: N/A **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet

Press Release (waiting for

Meeting Timeline

Click or tap here to enter text.



For immediate release: June 9, 2021

Contact: Liz Auclair, auclair@arts.gov, 202-682-5744

[National Endowment for the Arts Announces 61 NEA Big Read Grants for 2021-2022](#)

Washington, DC—The National Endowment for the Arts, in partnership with Arts Midwest, is pleased to announce 61 grants totaling \$1,070,000 to support NEA Big Read projects in 2021-2022. These grants, managed by Arts Midwest, will support dynamic community reading programs designed to encourage conversation and discovery, all inspired by a book from the NEA Big Read library.

“For 15 years the NEA Big Read has supported opportunities for communities to come together around a book, creating a shared experience that encourages openness and conversations around issues central to our lives,” said Ann Eilers, acting chairman of the National Endowment for the Arts. “We congratulate all of the new NEA Big Read grantees and look forward to seeing the range of meaningful activities they create for their communities.”

The 2021-2022 NEA Big Read grantees are located in 28 states, with 43 percent of the organizations located in communities with populations under 50,000. Nearly half (44 percent) of the recipients are first-time recipients of an NEA Big Read grant. Each organization is receiving a matching grant ranging from \$5,000 to \$20,000.

- [Grants sorted by organization name](#)
- [Grants sorted by state](#)
- [Grants sorted by book](#)

“We’re inspired by the creativity of this year’s NEA Big Read grantees, who are finding new ways to bring people together after a challenging year,” said Torrie Allen, President & CEO of Arts Midwest. “We are proud to support these organizations and communities as they explore the richness and diversity of American history and culture together through reading.”

Each grantee will focus on one of five books available for the 2021-2022 NEA Big Read: Thi Bui’s *The Best We Could Do: An Illustrated Memoir*, Sandra Cisneros’s *The House on Mango Street*, Joy Harjo’s *An American Sunrise*, Jack London’s *The Call of the Wild*, *White Fang*, and *Other Stories*, and Toni Morrison’s *Beloved*. Each explores different aspects of American history and culture, and grantees are developing programming that helps communities to reflect on where we’ve been, where we are today, and where we’re going.

Examples of 2021-2022 grantee programming include:

[Kapi’olani Community College](#) in Honolulu, Hawai’i, will provide programming around *An American Sunrise* that will acknowledge and celebrate Hawaiian culture through events such as an Indigenous Cultures Fest that will combine stories, craft, and music, as well as genealogy workshops.

Drawing inspiration from *The House on Mango Street*, [Literature for All of Us](#) will uplift diverse communities of Chicago through events such as “Writing Our Chicago” writing workshops and “Eating Where We Live: Food and

Stories of Chicago” that will introduce participants to various neighborhood eats alongside reading vignettes from the book.

[Fergus Falls Public Library](#) in rural Minnesota will focus on *The Best We Could Do*, with programming exploring the effects of living in a war-torn country, the experience of living in a refugee camp, immigration, Vietnamese culture, American culture, family, and sense of place. The library will also use a companion book, *Inside Out and Back Again* by Thanhha Lai, to reach area youth in fourth through eighth grade.

About the National Endowment for the Arts Big Read

The National Endowment for the Arts Big Read, a partnership with Arts Midwest, broadens our understanding of our world, our communities, and ourselves through the joy of sharing a good book. Since 2006, the National Endowment for the Arts has funded more than 1,700 NEA Big Read programs, providing more than \$23 million to organizations nationwide. In addition, Big Read activities have reached every Congressional district in the country. Over the past 15 years, grantees have leveraged more than \$50 million in local funding to support their NEA Big Read programs. More than 5.7 million Americans have attended an NEA Big Read event, over 90,000 volunteers have participated at the local level, and over 40,000 community organizations have partnered to make NEA Big Read activities possible.

Visit arts.gov/neabigread for more information about the NEA Big Read, including reader resources—such as book overviews, discussion questions, and interviews with the authors—as well as community stories from past NEA Big Read grantees. Organizations interested in applying for an NEA Big Read grant in the future should visit Arts Midwest’s [website](#) for more information.

*Established by Congress in 1965, the **National Endowment for the Arts** is the independent federal agency whose funding and support gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. Through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector, the Arts Endowment supports arts learning, affirms and celebrates America’s rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community across America. Visit arts.gov to learn more.*

Arts Midwest believes that creativity has the power to inspire and unite humanity. Based in Minneapolis, Arts Midwest grows, gathers, and invests in creative organizations and communities throughout the nine-state region of Illinois, Indiana, Iowa, Michigan, Minnesota, North Dakota, Ohio, South Dakota, and Wisconsin. One of six nonprofit United States Regional Arts Organizations, Arts Midwest’s history spans more than 30 years. For more information, visit artsmidwest.org.

###



Town Council Agenda Cover Sheet

Meeting Date

June 21, 2021

Agenda Location

Introductions & Special Presentations

Item Title

2021-50-ANX Payton Dr. Extension Annexation

Presenter

Ben Paynter

Summary/Description

Public hearing for annexation of the Town-owned property and public right-of-way for the Payton Drive Extension to Covered Bridge Road.

Requested Action

Approval/Denial

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Meeting Timeline

Click or tap here to enter text.



2021-50-ANX
Payton Dr. Extension

Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Request Information

☒ **Contiguous Annexation**

☐ **Non-Contiguous Annexation**

The following items must accompany an annexation petition:

To be completed by the applicant:	Included?	
	Yes	No
1. Petition for Annexation with original signatures	☐	☐
2. A boundary plat of the area to be annexed meeting requirements of the Plat Checklist (included in this application packet).	☐	☐
3. Legal Description (metes and bounds)	☐	☐

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application – Property Information
COMPLETE IF A CORPORATION:

Submittal Date: _____

Petition No.: _____

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is X contiguous, _____ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation shall include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total acreage to be annexed: _____

1.501

Existing housing units: _____

N/A

Population of acreage to be annexed: _____

N/A

Existing Zoning District*: _____

R-E

Proposed Town Zoning District*: _____

N/A

Reason for petitioner to annex: _____

Receive Town Services

X

Other (please specify):

ANNEXATION OF TOWN-OWNED PROPERTY AND R/W

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this 12th day of May, 2021.

Corporate Name: Town of Clayton

SEAL

By: _____

(Signature)

Attest: Heidi L. Hornand
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Jennifer Proctor, a Notary Public for the above State and County, this 12th day of May, 2021.

SEAL

JENNIFER PROCTOR
Notary Public
Johnston County
North Carolina

Jennifer Proctor
Notary Public

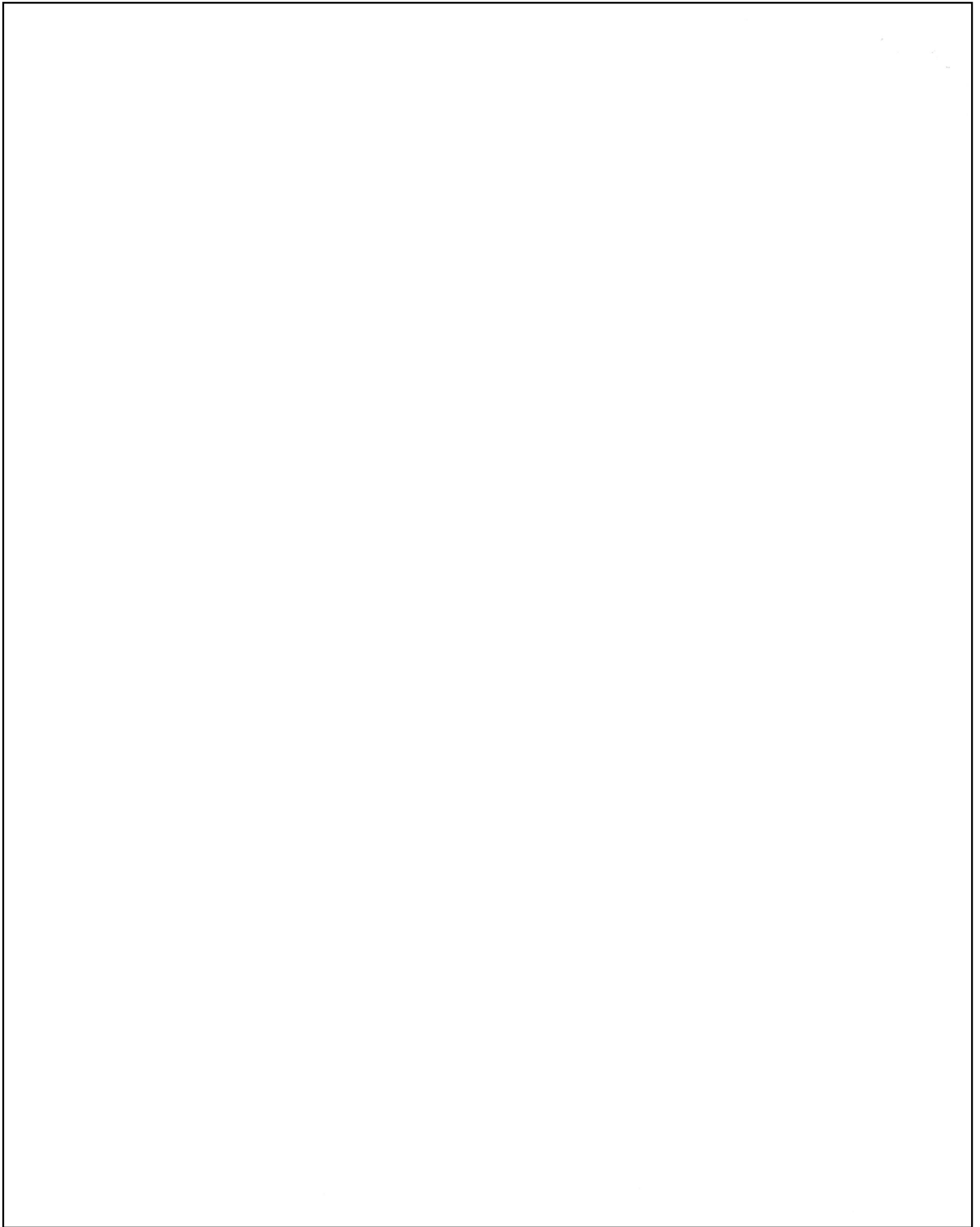
My Commission Expires: 3/1/2025

July 2018

Page 2 of 3

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, _____, Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____. Day/Month/Year _____ Planning Director Signature
14.	Leave 2 inch by 2 inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



Beginning at an iron spike , the Northeast corner of lot 2428 in Riverwood Athletic Club as shown in Plat Book 67 Page 136-137 of the Johnston County Register of Deeds: thence N 23 degrees 50' 36" E 129.54' to an iron pipe; thence N 24 degrees 39' 44" E 9.54' to an iron spike; thence N 23 degrees 31' 49" E, 60.89' to a point, the southwest corner of the Vaughn property: thence with the southern property line of the Vaughn property S 60 degrees 42' 44" E 311.97' to an iron spike found in the western right of way of Covered Bridge Road, NCSR 1700; thence with the right of way of Covered Bridge Road S 14 degrees 35' 37" W 205.75' to an iron pipe; thence N 60 degrees 42' 44" W 345.00' to the point and place of beginning.

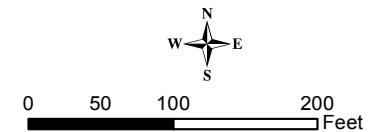


Produced by: TOC Planning
June 10 2021

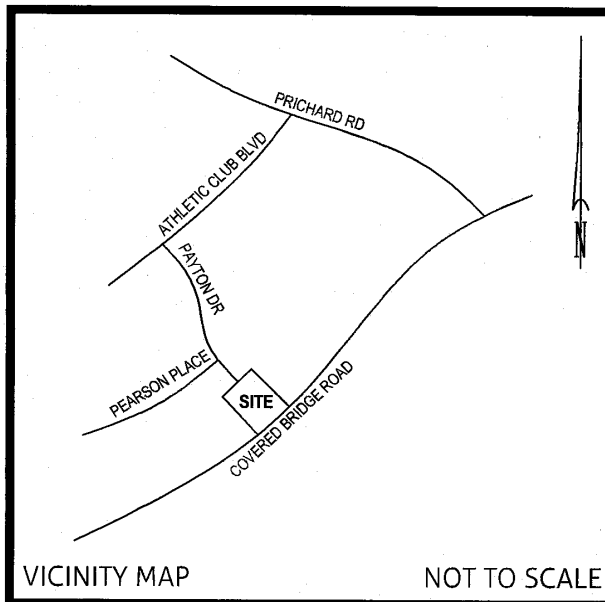
2021-50-ANX Payton Drive Extension Annexation

Annexation Map

Applicant(s): Town of Clayton
Property Owner(s): Town of Clayton
Parcel Number(s): 16I02026C, 16I02047Y
File Number(s): 2021-50-ANX



Disclaimer: Town of Clayton assumes no legal responsibility for the information represented here.



CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF CLAYTON AND THAT I HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL ELECTRICAL SYSTEMS AND ALL SEWER AND WATER LINES TO THE TOWN OF CLAYTON.

2/2/2021
DATE OWNER

CERTIFICATE OF FLOODWAY INFORMATION
PROPERTY SHOWN HEREON IS ☒ IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.
FLOOD HAZARD PANEL NO. 3720177000K
EFFECTIVE DATE: JUNE 30, 2018

1-25-21
DATE SURVEYOR

REVIEW OFFICER'S CERTIFICATE
STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON
I, Benjamin E. Dayton, REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

2/11/2021
DATE REVIEW OFFICER

JOHNSTON COUNTY REGISTER OF DEEDS
STATE OF NORTH CAROLINA, JOHNSTON COUNTY
THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _____

_____ 20 _____ AT _____
BY _____
REGISTER OF DEEDS ASST. REG. OF DEEDS

SURVEYOR'S CERTIFICATE
I, BENJAMINE DAYTON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE MAP, PAGE _____ THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE MAP, PAGE _____ THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000+ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 25th DAY OF JANUARY, A.D., 2021.

2/11/2021
BENJAMINE DAYTON, PLS L-4390

THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND

PLANNING DIRECTOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS RECORDED PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION ORDINANCE OF THE TOWN OF CLAYTON, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER OF DEEDS OF JOHNSTON COUNTY.

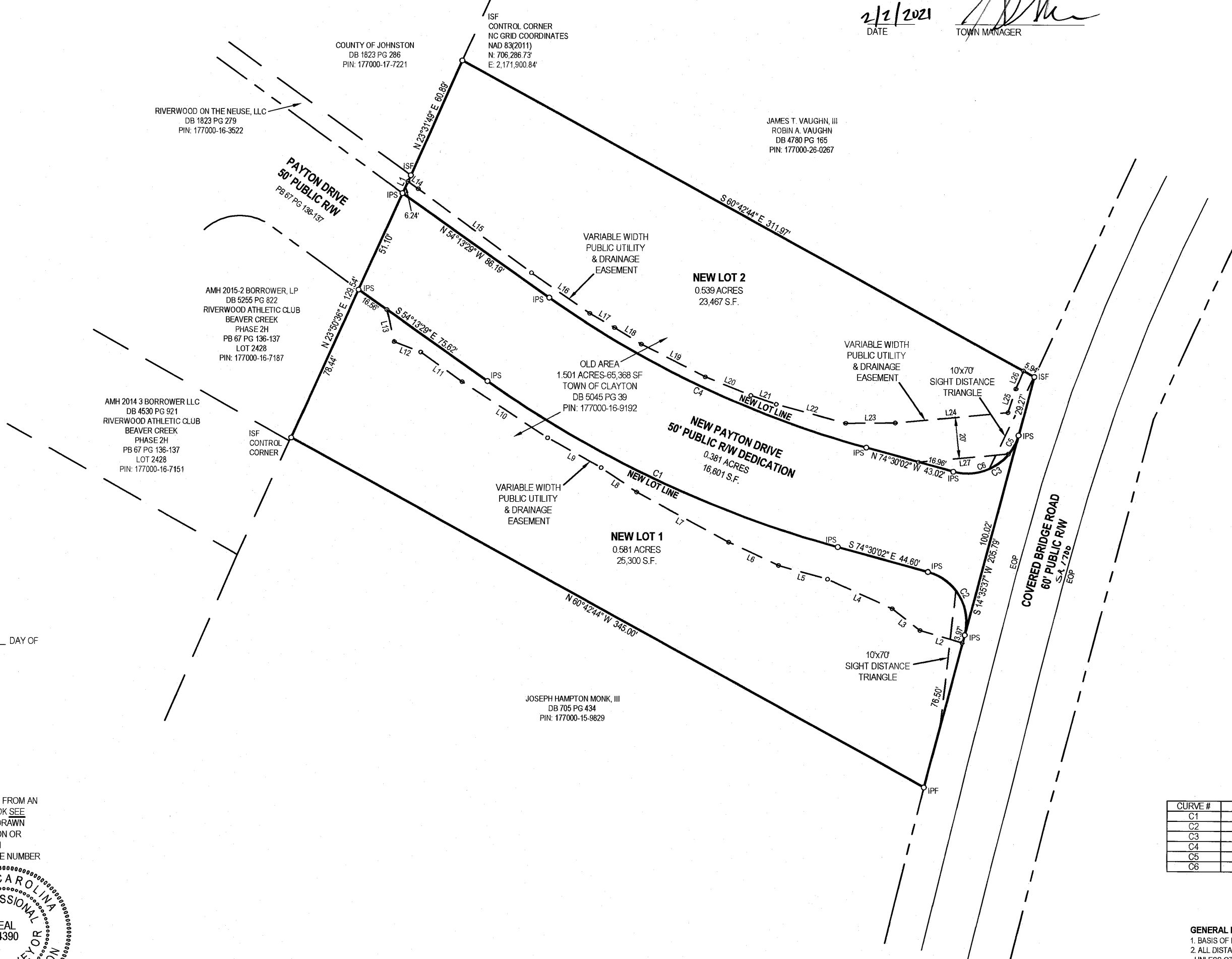
2-2-2021
DATE PLANNING DIRECTOR - TOWN OF CLAYTON, NC

TOWN OF CLAYTON TOWN MANAGER CERTIFICATION FOR A FINAL PLAT
I HEREBY CERTIFY THAT THE TOWN OF CLAYTON, NC HAS APPROVED THIS PLAT FOR RECORDING IN THE OFFICE OF THE JOHNSTON COUNTY REGISTER OF DEEDS, AND ACCEPTS THE DEDICATION OF STREETS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC LANDS SHOWN THEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE CLAYTON TOWN COUNCIL, IT IS IN THE PUBLIC INTEREST TO DO SO.

2/2/2021
DATE TOWN MANAGER

FOR DESIGN AND INSTALLATION OF UTILITIES AND OTHER REQUIRED IMPROVEMENTS
I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN SPECIFICATIONS AND STANDARDS IN THE TOWN OF CLAYTON, NC OR THAT A SECURITY BOND IN THE AMOUNT OF \$ N/A OR CASH IN THE AMOUNT OF \$ N/A HAS BEEN POSTED WITH THE TOWN OF CLAYTON TO ASSURE THE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN THE CASE OF DEFAULT.

2/2/2021
DATE TOWN MANAGER



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 24°39'44" E	9.54'
L2	N 73°35'19" W	21.07'
L3	N 51°51'43" W	16.99'
L4	N 65°22'44" W	33.61'
L5	N 74°01'51" W	24.18'
L6	N 64°42'04" W	26.19'
L7	N 61°10'27" W	50.02'
L8	N 65°14'53" W	20.55'
L9	N 60°18'12" W	23.22'
L10	N 56°25'38" W	48.69'
L11	N 53°59'11" W	24.40'
L12	N 67°56'33" W	13.58'
L13	N 13°04'37" W	15.88'
L14	S 54°06'46" E	6.04'
L15	S 53°06'08" E	67.49'
L16	S 54°39'59" E	33.88'
L17	S 60°10'34" E	13.69'
L18	S 57°44'27" E	15.06'
L19	S 62°34'09" E	34.25'
L20	S 67°27'05" E	23.48'
L21	S 70°36'30" E	12.72'
L22	S 74°39'37" E	34.30'
L23	N 85°29'01" E	23.63'
L24	N 84°25'58" E	53.71'
L25	N 18°00'55" E	12.09'
L26	N 21°46'30" E	9.47'
L27	S 84°29'56" W	42.93'

CURVE TABLE			
CURVE #	RADIUS	ARC LEN	CHORD BRG
C1	525.00'	185.79'	S 64°21'45" E
C2	25.00'	39.88'	S 22°57'13" E
C3	25.00'	39.67'	S 63°02'47" W
C4	475.00'	168.09'	N 64°21'45" W
C5	25.00'	10.21'	S 26°17'54" W
C6	25.00'	29.45'	S 71°45'05" W

GENERAL NOTES
1. BASIS OF BEARINGS: NC STATE PLANE GRID COORDINATES, NAD83 (2011).
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
3. AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE METHOD.
4. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
5. PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
6. DATE OF SURVEY: 8/7/2018.

LEGEND
(EOP) EDGE OF PAVEMENT
(FP) IRON PIPE FOUND
(IPS) IRON PIPE SET
(ISP) IRON SPIKE FOUND
BOUNDARY LINE
BOUNDARY LINE NOT SURVEYED
RIGHT OF WAY LINE

DATE: 11-9-2020
SCALE: 1"=40'
SURVEYED BY: WR
DRAWN BY: BED & MJB
CHECK & CLOSURE BY: BED
CAD FILE: SUB_18083
PROJECT NO: 02170831.01

SUBDIVISION MAP OF

TOWN OF CLAYTON PROPERTY

OWNER: TOWN OF CLAYTON, PO BOX 777 CLAYTON, NC 27528

TOWNSHIP: WILDERS

COUNTY: JOHNSTON

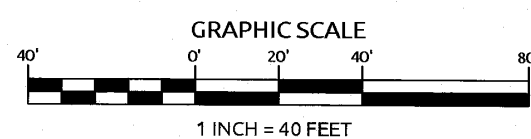
STATE: NORTH CAROLINA

P.I.N.: 177000-16-9192

ZONING: R-E

SHEET: 1 OF 1

Filed in JOHNSTON COUNTY, NC
Filed 02/16/2021 12:46:25 PM
CRAIG OLIVE, Register of Deeds
Dep/Asst asantos
PLAT B: 92 P: 486



WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

N C GRID NORTH NAD 83(2011)



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Johnstonian News** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(919) 284-2295**.

Notice ID: mDRZcYDkJUIVG0aOZV4f | **Proof Updated: May. 25, 2021 at 03:01pm EDT**
Notice Name: Setting PH Payton Drive Extension

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Kimberly Moffett
kmoffett@townofclaytonnc.org

FILING FOR

Town of Clayton

Columns Wide: 1

Ad Class: Legals

Jun. 9, 2021 - Custom \$49.16

Subtotal	\$49.16
Tax %	0.00
Processing Fee	\$4.92
Total	\$54.08

PUBLIC HEARING

The Clayton Town Council has called a public hearing at 6:00 PM on June 21, 2021, at Town Hall, 111 E. Second Street, on the question of annexing the following described contiguous area, requested by annexation petition 2021-50-ANX Payton Drive Extension Annexation filed pursuant to G.S. 160A-31:

The area proposed for annexation is described as the following: Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning at an iron spike, the Northeast corner of lot 2428 in Riverwood Athletic Club as shown in Plat Book 67 Page 136-137 of the Johnston County Register of Deeds; thence N 23 degrees 50' 36" E 129.54' to an iron pipe; thence N 24 degrees 39' 44" E 9.54' to an iron spike; thence N 23 degrees 31' 49" E, 60.89' to a point, the southwest corner of the Vaughn property; thence with the southern property line of the Vaughn property S 60 degrees 42' 44" E 311.97' to an iron spike found in the western right of way of Covered Bridge Road, NCSR 1700; thence with the right of way of Covered Bridge Road S 14 degrees 35' 37" W 205.75' to an iron pipe; thence N 60 degrees 42' 44" W 345.00' to the point and place of beginning.

This is an open meeting and the public is invited to attend.

Kimberly A. Moffett, CMC, NCCMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5004
The Johnstonian
June 9, 2021

Ordinance #2020-06-06

ANNEXATION PETITION 2020-50-ANX
Payton Drive Extension
Owners: Town of Clayton
Contiguous; 1.501 +/- acres

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF CLAYTON, NORTH CAROLINA**

WHEREAS, the Town of Clayton has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town of Clayton has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall at 6:00 PM on June 21, 2021 with due notice of publication on June 9, 2021.

WHEREAS, the Town of Clayton finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Clayton, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Clayton as of June 21, 2021.

Beginning at an iron spike , the Northeast corner of lot 2428 in Riverwood Athletic Club as shown in Plat Book 67 Page 136-137 of the Johnston County Register of Deeds: thence N 23 degrees 50' 36" E 129.54' to an iron pipe; thence N 24 degrees 39' 44" E 9.54' to an iron spike; thence N 23 degrees 31' 49" E, 60.89' to a point, the southwest corner of the Vaughn property: thence with the southern property line of the Vaughn property S 60 degrees 42' 44" E 311.97' to an iron spike found in the western right of way of Covered Bridge Road, NCSR 1700; thence with the right of way of Covered Bridge Road S 14 degrees 35' 37" W 205.75' to an iron pipe; thence N 60 degrees 42' 44" W 345.00' to the point and place of beginning.

Section 2: Upon and after June 21, 2021 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Clayton shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Duly adopted this the 21st day of June 2021 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**NORTH CAROLINA
JOHNSTON COUNTY**

This the _____ day of _____, 2021 _____ personally appeared before me, Kimberly A. Moffett, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Kimberly A. Moffett, signed her name in attestation of said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

(SEAL)

Notary Public - Signature

Notary Public – Printed Name

Commission Expires: _____

County of Commission: _____

**Town of Clayton
Fiscal Year 2021-2022
Budget Ordinance**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON,
NORTH CAROLINA that the following shall be the Fiscal Year 2021 - 2022 Budget:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the town government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore established for this town:

General Government	2,508,979
Financial Services	1,159,622
Community Development Services	709,373
Economic Development	117,677
Data and Technology Services	1,780,245
Communications	258,321
Customer Service	0
Law Enforcement	5,969,083
Fire Protection	5,456,351
Property Maintenance	2,820,690
Public Services	8,430,360
Parks & Recreational Services	2,839,932
Cultural & Performing Arts	724,950
Library Operations	837,502
Debt Service	1,986,192
Total	35,599,277

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

REVENUES PENDING

Ad Valorem Taxes	17,403,747
State Shared Revenues	8,066,723
Intergovernmental	2,611,478
Permits & Fees	1,605,606
Sales & Services	2,971,917
Grants & Donations	1,433,454
Other Financing Sources	0
Miscellaneous	355,928
Fund Balance/Cap. Reserve	1,150,424
Total	35,599,277

Section 3. The following amounts were hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Non-Departmental	6,017,795
Operations	6,871,847
Preventive Maintenance	1,724,398
Wastewater Treatment Plant	5,140,506
Debt Service	2,021,319
Capital Outlay	7,816,731
Inter-Departmental	2,808,291
Total	32,400,887

Section 4. It is estimated that the following revenues will be available in the Water/Sewer Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

REVENUES PENDING

Intergovernmental	3,640,000
Permits & Fees	3,906,728
Sales & Services	19,332,500
Grants & Donations	0
Other Financing Sources	3,250,000
Miscellaneous	10,600
Fund Balance/Cap. Reserve	2,261,059
Total	32,400,887

Section 5. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Non-departmental	82,499
Administration	345,370
Operations	11,998,979
Debt Service	572,075
Capital Outlay	1,598,402
Inter-departmental	1,314,886
Total	15,912,211

Section 6. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

REVENUES PENDING

Permits & Fees	464,650
Sales & Services	14,549,724
Grants & Donations	0
Other Financing Sources	383,100
Miscellaneous	36,000
Fund Balance/Cap. Reserve	478,737
Total	15,912,211

Section 7. There is hereby levied a tax at the rate of fifty-eight cents (\$0.58) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 2 of this ordinance. This rate is based on estimated real property valuation for the purposes of taxation of \$2,662,478,122 and an estimated rate of collection of 98.5%. The estimated rate of collection is based on the fiscal year 20-21 collection rate of 99.13%. The estimated vehicle property valuation for the purpose of taxation is \$238,603,600. There is hereby levied a Municipal Vehicle Tax at a rate of \$30 per vehicle registered as of July 1, 2021.

Section 8. There are hereby thirty-five (35) new positions approved for Fiscal Year 2021-2022, including two part-time positions. Authorized positions will increase to 283 full-time and 98 part-time. New position authorizations are initially established by the annual budget ordinance and changes authorized by the Town Manager to this schedule may occur during the fiscal year as reclassifications of authorizations to meet the changing needs of the organization.

Section 9. The Budget Officer is hereby authorized to transfer appropriations with the exception of amounts in line item for Council Contingency as contained herein under the following conditions:

- a. The Budget Officer may reallocate appropriations within or across departments and/or major categories as deemed necessary. All reallocations will be reviewed and approved by the Budget Officer or his/her designee.
- b. The Budget Officer may execute inter-fund transfers as anticipated by the Budget Ordinance without additional approval by Council.
- c. The Budget Officer may reallocate funds accrued because of personnel lapse salary to provide the Town Manager with reasonable flexibility to mitigate unforeseen circumstances and/or effectively advance priorities operationally. The maximum amount that can be reallocated during the first six months of the fiscal year is \$50,000 without Council approval. Another \$50,000 can be added to the second half of the fiscal year. The Town Manager will provide a formal mid-year report in January on the usage overall within the first six months. Usage of lapse salary is subject to the Town Manager/Budget Officer's approval and may not be delegated.

- d. No expenditure or transfer shall be made from line item for Council Contingency without express, prior approval by the Town Council.

Section 10. Operating funds encumbered on the financial records as of June 30, 2021, are hereby re-appropriated to Fiscal Year 2021-2022 subject to approval by the Town Manager/Budget Officer.

Copies of this Budget Ordinance shall be furnished to the Clerk, the Council, the Budget Officer, and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Duly adopted this ____ day of June 2021 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Ordinance Establishing Rates and Fees

Be it hereby adopted by the Town Council for the Town of Clayton, North Carolina that the following fees are established as noted herein:

1. Water Rates – Water rates shall be adjusted as reflected in the Comprehensive List of Fees and Charges, Schedule A, which follows, effective July 1, 2021.
2. Sewer Rates – Sewer rates shall be adjusted as reflected in the Comprehensive List of Fees and Charges, Schedule A, which follows, effective July 1, 2021.
3. Solid Waste – Collection and disposal fee will remain at \$20.50 per month, effective July 1, 2021.
4. Reinspection Fees – Reinspection fees for the first reinspection shall be adjusted to \$75 effective July 1, 2021.
5. Various fees and charges shall be adjusted, added, or eliminated as indicated on the Comprehensive List of Fees and Charges, Schedule A which follows, effective July 1, 2021.
6. All other rates, fees, and charges for FY 21-22 shall remain as indicated in the Town of Clayton Comprehensive List of Fees and Charges for FY 21-22 unless the subject of another action.

Duly adopted this ____ day of June 2021 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 21, 2021

Agenda Location

New Business

Item Title

Budget Amendments

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present three budget amendments to ensure budgetary compliance with G.S. 159-13.2, G.S. 159-15, and G.S. 162A-211 for yearend closeout and financial reporting purposes. The major items include: budgeting additional water and sewer revenues to cover a debt service timing difference; the transfer of system development fees monies to the capital reserve fund per State statute; and supplemental funding for the AMI Project to complete the replacement of electric meters.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☐

Additional Documents to be Included in Agenda Packet

Water and Sewer Fund Yearend Closeout Budget Amendment

Electric Fund Yearend Closeout Budget Amendment

AMI Capital Project Ordinance Amendment

Meeting Timeline

Click or tap here to enter text.

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 20-21 Budget:

Fund: Water & Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
300-56-00-43 63	System Development Fee - Water \$979,193	+520,807	\$1,500,000
300-56-00-44 05	Sale of Water \$8,800,000	+430,166	\$9,230,166
300-56-00-44 07	Sale of Water Treatment \$8,000,000	+650,458	\$8,650,458
Expenditures			
300-56-00-59 31	Transfer to SDF Capital Reserve Fund \$2,506,633	+520,807	\$3,027,440
300-56-90-57 052	Debt Service – Nutrient Credits \$0	+852,600	\$852,600
300-56-97-59 97	Misc. Support Services – General Fund \$1,864,887	+228,024	\$2,092,911

Amendment necessary to realign the budget for the below items. This amendment is required for compliance with G.S. 159-15 and G.S. 162A-211.

1. Transfer additional monies received from system development fees to the capital reserve fund, which is required for compliance with G.S. 162A-211(d).
2. Budget additional revenue from water sales to cover a debt service timing difference in conjunction with correcting the budget for support service charges from the General Fund.

Duly adopted this the 21st day of June, 2021 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 20-21 Budget:

Fund: Electric Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
310-57-00-59 23	Transfer to Capital Project Fund \$0	+350,000	\$350,000
310-57-95-58 44	Development Infrastructure Improvements \$777,000	-350,000	\$427,000

Amendment necessary to realign the budget to fund the completion of the AMI Project. This amendment is required for compliance with G.S. 159-15.

Duly adopted this the 21st day of June, 2021 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the AMI Capital Project Budget Ordinance:

Fund: 664 – AMI Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
664-49 82	Due from Electric Fund		
	\$0	+350,000	\$350,000
Expenditures			
664-58 00	Capital Projects		
	\$1,458,083	+350,000	\$1,808,083

Explanation: Amending the capital project budget ordinance to fund the projected cost to complete the project. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this the 21st day of June, 2021 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



TOWN OF CLAYTON POLICY

Department:
Water & Sewer

Effective: July 1, 2021

Policy Title:

UTILITY MAINTENANCE MECHANIC INCENTIVE PROGRAM
Version #01 Revised 12/19/19

Policy #: W&S 2021-01

Prepared By:

Byron W. Poelman, Distribution &
Collection System Manager

Approved By:

Town Council
Date: June 21, 2021 @ Clayton Town
Council Meeting

I. Purpose

It is the desire of the Town for all Utility Maintenance Mechanics to hold a Grade A Distribution System Operators Certification, Grade 4 Collection System Operators Certification, Level 4 Maintenance Technologist, Cross Connection Control Operator, and a Meter Technician Certification. The purpose of this policy is to encourage employees' continued professional development by providing promotional and compensation incentives for each level of certification achieved (i.e. Distribution System Levels C, B, and A, Collection System Levels 1, 2, 3, and 4, Maintenance Technologists 1, 2, 3, and 4), Cross Connection Control Operator, and Meter Technician.

II. Scope

This incentive plan applies to all Utility Maintenance Mechanics of the Town of Clayton as well as any employees who obtains a Professional Certificate through participation in a Certification Program. Promotions apply to the Utility Maintenance Mechanic positions only. To obtain each of the levels of certification, an employee must have an additional 1 year of experience than the previous level, they must have attended a 3 to 5 day Class administered by the governing entity, and obtained a passing grade on the subsequent exam according to the current requirements set forth by that agency. To the extent this policy conflicts with other Town policies or regulations, the other policies or regulations shall govern.

III. Definitions

- **Professional Certificates:** Certificates offered by the North Carolina Department of Environmental Quality as well as the National American Waterworks Association, to qualify individuals to serve as Certified Operator in the water, wastewater, and maintenance industry.
- **Certification Incentive:** A two percent (2%) increase applied to an employee's base salary to reward the employee for each additional Professional Certificate obtained following the effective date of this policy and a promotion based on obtaining specific levels of each certification

IV. Requirements

- In order to receive a Certification Incentive, Operators and Technicians must provide documentation, such as a Certificate with a Certification number and Issue Date from the applicable Certification Board. Certification Incentives **WILL NOT** be granted unless a copy of a certificate has been provided to the Public Services Director.
- Position Reclassification and Promotions will only apply when an Operator meets the required certification levels shown in the table below.

Position Title	Distribution Certificate Required	Collection Certificate Required
Utility Maint. Mechanic 1	N/A	N/A
Utility Maint. Mechanic 2	C	2
Utility Maint. Mechanic 3	B	3
Senior Utility Maint. Mechanic	A, Meter & Maint. Tech. 2	4

- All Certified Operators will be required to maintain their Professional Certificates by meeting the minimum number of mandatory continuing education credits per year. **Failure to maintain Professional Certificates will result in revocation of the associated Certification Incentive.**
- The Certification Incentive will take effect as of the date of issuance of the Professional Certificate; provided, however, that in the event an employee in Introductory Status receives a Professional Certificate, the Certification Incentive will take effect upon completion of the Introductory Period.
- Employment with the Town shall remain at will.
- The Town reserves the right to make changes to, or eliminate this policy at any time.

IV. Procedure

- For each Professional Certificate obtained following the effective date of this policy, an employee will receive a 2% base salary increase.
 - For example, if an employee has a base salary of \$40,000 and the employee subsequently obtains any one of the Professional Certificates, he or she would receive 2% salary increase, thereby increasing his or her salary to \$40,800.
- For an advancement from one position to the next level position as listed above, the employee will receive a 5% base salary increase.
- Advancement from the Utility Maintenance Mechanic 3 to a Senior Utility Maintenance Mechanic will be a promotion to the next salary grade and receipt of a base salary increase in accordance with the current personnel policy.
- Payment of the incentive shall be subject taxes and withholdings and other Town payroll policies.
- Certification Incentive increases shall not exclude employees from eligibility for other increases (e.g., merit, COLA, promotion).