December 13, 2021
Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Lauren Shoemaker
Councilwoman Phyllis Harris
Councilman Charles McCorkle
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Christina Pawlish
Marie Anders, City Attorney
Miles Braswell, City Manager
Ivory Craig, Councilman-Elect

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL

December 13, 2021
7:00 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE
Boy Scout Troop 59

SET THE AGENDA

SPECIAL RECOGNITION *Mayor Bryan Hough*

SWEARING –IN CEREMONY

1. Oath of Office for Councilman Ivory Craig *Honorable David Phillips*
2. Oath of Office for Councilman David Moore *Honorable David Phillips*
3. Oath of Office for Councilwoman Lauren Shoemaker *Honorable David Phillips*

CONSENT AGENDA

1. Approval of the 2022 Meeting Schedule
2. Approval of Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the professional services required to complete the construction drawings and bid documents for the South Gateway Connector Road project
3. Approval of Budget Amendment
   - South Gateway Connector Road Design
4. Approval of a Proclamation Recognizing January 9, 2022 as Law Enforcement Appreciation Day
5. Approval of a Resolution to close a portion Alexander Street and Catawba Avenue and Call for a Public Hearing at the January 10, 2022 Council Meeting
6. Approval of a Resolution to Include the City of Mount Holly in the National Opioids Settlement
7. Approval of the Design firm for the Mount Holly River Hawk Greenway Brand Creation Project
8. Approval of Planning Commission Reappointments
9. Approval of Assistance to Firefighters Grant Application for Airpacks
10. Approval of Minutes from the November 8, 2021 Council Meeting

PRESENTATIONS

1. Presentation of Gaston Community Foundation Grant *Ernest Sumner*
2. New Employee Introductions *Department Heads*
3. Presentation of Retirement Resolution for Melinda Lail *Mayor Bryan Hough*
4. Presentation of Employee Service Awards *Mayor Bryan Hough*

PUBLIC HEARING

1. Public Hearing to amend Section 5.2 in the Manual for Development in Downtown Mount Holly, an appendix to the Zoning Ordinance, to clarify language on approved materials for a defined primary façade. *Brandon Livingston*

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Consideration and Approval of the Lease Agreement with KC Peterson for the property located at 410 East Central Avenue *Marie Anders*

NEW BUSINESS

1. Consideration and Approval of Bid for Old Hickory Grove Road Waterline Improvements *Jonathan Wilson*

OTHER

1. Mayoral Appointments *Mayor Bryan Hough*

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 5 and 6)

ADJOURN

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Amy Miller, City Clerk	**Meeting Date:** December 13, 2021

Agenda Item to be considered: Oath of Office for Ivory Craig, David Moore and Lauren Shoemaker

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Attached you will find a copy of the Oath of Office that will be administered by the Honorable David Phillips on Monday night. It is customary for the newly elected/re-elected officials to have family members present to participate in the swearing in ceremony. We have a Bible that can be used during the ceremony but feel free to bring your personal Bible if you prefer.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1. Oath of Office

I, _____, do solemnly and sincerely swear (or affirm) that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as _____, so help me God.

CONSENT AGENDA

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Amy Miller, City Clerk	**Meeting Date:** December 13, 2021

Agenda Item to be considered: Consent Agenda Item #1, Approval of 2022 Council Meeting Schedule

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Attached you will find a copy of the 2022 Council Meeting schedule.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:
Approval

Result of City Council Decision:

Attachments:
1. 2022 Meeting Schedule

2022 City Council Meeting Schedule

Council Meetings	Work Session Meetings
January 10, 2022	January 25, 2022
February 14, 2022	February 28, 2022
March 14, 2022	March 28, 2022
April 11, 2022	April 25, 2022
May 9, 2022	May 23, 2022(budget)
June 13, 2022	June 27, 2022
July 11, 2022	July 25, 2022
August 8, 2022	August 22, 2022
September 12, 2022	September 26, 2022
October 10, 2022	October 24, 2022
November 14, 2022	no meeting
December 12, 2022	no meeting

All Council meetings begin at 7:00 p.m. All meetings are held in the Council Chambers at the Municipal Complex located at 400 East Central Avenue, Mount Holly, NC 28120. All Work Session Meetings are held on the 4th Monday of the month at 6:30 p.m. in the Council Chambers unless otherwise noted.

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** December 6, 2021
From: David E. Johnson, PE	**Meeting Date:** December 13, 2021

Agenda Item to be considered:

Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the professional services required to complete the construction drawings and bid documents for the South Gateway Connector Road project:

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request :

The hiring of professional services performed by architects, engineers, and surveyors is governed by NCGS 143-64.31, often referred to as the Mini-Brooks Act. Under this requirement, local governments select an architect, engineer, or surveyor based primarily on the firm or individuals' qualifications, not the cost of the services or fees.

We are seeking consent to utilize Land Design consulting engineers for the construction document preparation for the South Gateway Connector Road project.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	$		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation *Staff recommends exemption from the Mini-Brooks Act for the construction document preparation of the South Gateway Connector Road project. Documents. Land Design, an engineering firm, is qualified to perform this work.*

Result of City Council Decision:

Attachments: None

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** December 6, 2021
From: David E. Johnson, PE	**Meeting Date:** December 13, 2021

Agenda Item to be considered:

Appropriation of funds for the following professional services required to complete the construction drawings and bid documents for the South Gateway Connector Road project: civil engineering design, permitting, surveying, environmental, geotechnical, meetings, bid process, construction administration and contingency.

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request :

The South Gateway Connector Road alignment crosses three separate parcels with the bulk of the road located on the Lat Purser & Associates property. We decided it would be in the best interest of the City and the property owner to use the same design engineer for the construction drawing preparation. This coordination will ensure the design is compatible for all users in the South Gateway area.

We completed the scope of services with Land Design for the complete deliverable suitable for seeking construction bids. We will be coordinating the design work with the remaining two property owners.

The fee for civil engineering, construction administration / management, surveying, environmental, and geotechnical is $123,270 and a contingency of $12,500 for a total of $135,770.

Fiscal Impact:

Will Item affect current budget	☒ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☒ YES	☐ NO	☐ N/A
Total City Dollars:	***$ 135,770***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation *Recommend approval of the appropriation of funds for the South Gateway Connector Road Design and Construction Documents*

Result of City Council Decision:

Attachments: None

CITY OF MOUNT HOLLY
FY 21-22 Budget Amendment

Account Number	Description	Account Debit	Account Credit
45-00-8184-554	Engineering Cost	$ 123,270.00	
45-00-8184-552	Contingency	$ 12,500.00	
45-00-3986-980	Transfer from Water & Sewer		$ 135,770.00
62-91-7130-985	Transfer to Capital Projects	$ 135,770.00	
62-91-3991-000	Fund Balance		$ 135,770.00
	TOTAL	$271,540.00	$ 271,540.00

Date Submitted: 13-Dec-21

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to appropriate funds required to complete the contruction drawings and bid documents for South Gateway Connector Road Project

Unassigned Fund Balance after Budget Amendment Approval: 6,261,188

% of Budget after Budget Amendment Approval: 42.8088179 %

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Don Roper, Police Chief	**Meeting Date:** December 13, 2021

Agenda Item to be considered: Consent Agenda Item #4, Approval of a Proclamation Recognizing January 9, 2022 as Law Enforcement Appreciation Day

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Attached you will find a copy of the proclamation.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:
Approval

Result of City Council Decision:

Attachments:

1. **Proclamation**

PROCLAMATION

National Law Enforcement Appreciation Day

WHEREAS, first observed in 2015, National Law Enforcement Appreciation Day came about in the wake of the 2014 Ferguson, Missouri, officer-involved shooting of Michael Brown, at a time when there was much scrutinization of police officers and concerns about police brutality; and

WHEREAS, National Law Enforcement Appreciation Day, also known as L.E.A.D., is observed on Sunday, January 9th, 2022 and Observants of the day spend it thanking police officers, wearing blue, and turning on blue lights at their homes; and

WHEREAS, there are over 900,000 law enforcement officers in the United States being honored on National Law Enforcement Appreciation Day (L.E.A.D.), showing that the community recognizes the difficulty of their job and supports them as they provide a public service; and

WHEREAS, the day is dedicated to all members of law enforcement, focusing on police and similar state and local agencies. It was started by Concerns of Police Survivors (C.O.P.S), which partners with organizations across the country to make the day happen; and

WHEREAS, the concepts of having a police force changed throughout history from being part-time, privately funded, or volunteer night watches but as night watches became less effective, the first full time, publicly funded police force in the country was formed in Boston in 1838; and

WHEREAS, by the late 1880s, all major cities had police forces to protect public order, which meant different things to different people. From that time to the present policing became progressively more standardized continuing its path of developing and maintaining professionalism.

NOW THEREFORE, The Mayor and City Council of the City of Mount Holly, North Carolina supports observance of this day and encourages all citizens to thank your local police officers for their service and to continue to respect their profession.

Signed:

_____

Bryan Hough, Mayor

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	December 8, 2021
From:	Greg Beal, Economic Development Coordinator, Planning Director	**Meeting Date:**	December 13, 2021

Agenda Item to be considered: **Call for a Public Hearing for a Resolution for Street Closures (Catawba, Lee and Alexander)**

Will this require a public hearing? ☒ **YES** ☐ **NO**

Background/Purpose of Request:

Over the past few months, staff has been working with Clariant Corporation on the closure of public streets for their property. In May 2012, the City voted to close Piedmont Avenue on this parcel of land. There was at least one attempt in the past to close the remaining streets. After some coordination with Clariant officials and the City Attorney, a revised map was provided by the City to Clariant to be included in the petition.

Upon receiving a request/petition for the closure of a public street, State Statutes require that Council adopt a resolution for the intent to close said street or streets and set a public hearing date, as the first steps in the process. The City would then advertise said resolution in the local newspaper, notify adjacent property owners by certified mail and post signage along the street(s), for four consecutive weeks, and then, hold the public hearing to consider closure.

Utility easements are intended to be maintained. Clariant does not seek to install fencing or gates, and if they do in the future, access will be coordinated with police and fire. This will help one of our corporate citizens maintain safety standards and avoid issues with trespassing in the future.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation: Staff recommends setting the public hearing date for consideration of street closures for a portion of Lee St., S. Alexander St., and E. Catawba Avenue, as outlined in the attached map, for January 10th at 7:00 PM before City Council. The City Attorney will be drafting resolution for the intent to close, as well as handling the legal advertisements through the City Clerk.

Result of City Council Decision:

Attachments: ***Petition for Street Closure***
Street Closure Map

NORTH CAROLINA

GASTON COUNTY

PETITION TO THE MOUNT HOLLY CITY COUNCIL

The undersigned Petitioner(s) hereby petition(s) that portions of certain public roads in Mount Holly, North Carolina, be closed, as follows:
Name of road(s) to be closed: S. Lee Street, E. Catawba Ave, S. Alexander St., and Piedmont Ave.

Attached hereto as Exhibit "A" is a survey or map showing the public roads and depicting the portions which the undersigned desire to close. A written description of the portion of the roads Petitioner desires for the City of Mount Holly to close is as follows:
(Insert description here or attach as Exhibit "B".)

Reference attached drawing, the proposed portions of S. Lee Street, E. Catawba Ave, S. Alexander St. and Piedmont Ave. to be closed. The intent of this closure request is to close all public streets east of the rail line intersection over E. Catawba Ave. and south of the rail intersection with S. Lee Street.

The Petitioner requests that this matter be placed for hearing before the City Council and that all interested property owners be notified in accordance with North Carolina General Statute 160A-299.

Submitted this _16th__ day of __June____, 2021___.

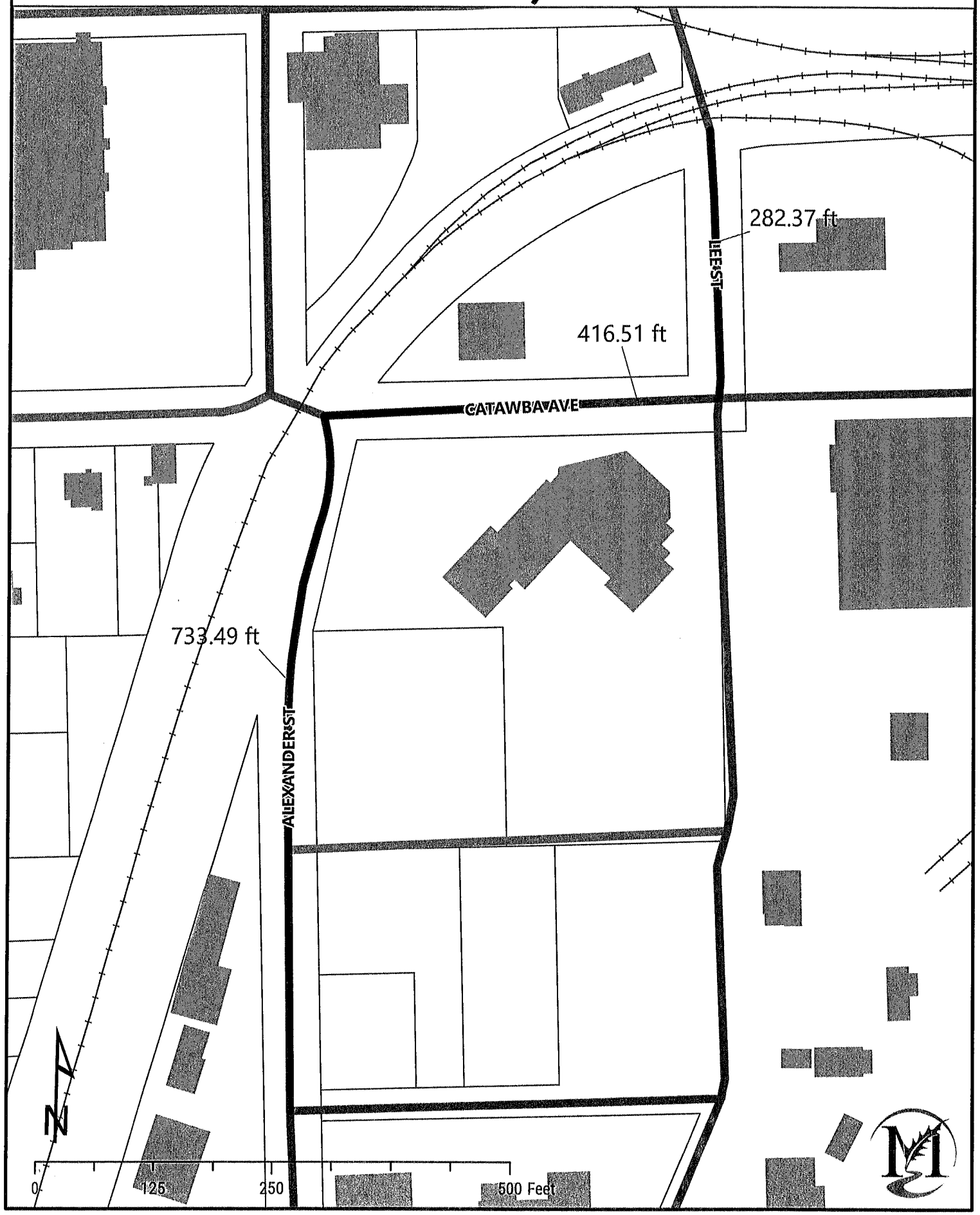
Petitioner: Clariant Corporation

By: Clariant Corporation
Name: William White
Address: 625 E. Catawba Ave.
Mount Holly, NC 28120

By: _____
Name:
Address:

By: _____
Name:
Address:

Street Closure - Clariant, 625 E. Catawba Ave



MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: National Opioids Settlement

DATE: December 9, 2021

City Manager Miles Braswell received a notice to participate in two proposed nationwide settlement agreements to resolve all opioid litigation brought by states and local governments against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. These settlements have the potential to bring as much as $850 million to North Carolina over an 18-year period to support state and local efforts to address the opioid epidemic.

In April 2021, Attorney General Stein and the North Carolina Association of County Commissioners unveiled a Memorandum of Agreement (MOA) governing how North Carolina will use the proceeds of the settlements, a copy of which is included here. I spoke with Gaston County Attorney Chuck Moore about this settlement MOA, and he said that Gaston County was an active participant in filing the lawsuit. While the distribution of funds is primarily to counties, and not all subdivisions are large enough to be eligible for direct payments (in fact, Mount Holly may or may not be eligible for funds—that is yet to be determined), there is some funding that will be available for law enforcement and all citizens within the county will benefit by as many local governments adopting the MOA as possible, as this will help maximize the amount of funds being paid in the settlements. If there is not sufficient participation from local governments in the proposed settlements, then the settlements will not be finalized. The extent of participation by local governments determines how much money each state and its local governments will receive because approximately half of the funds are in the form of "incentive payments", meaning the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into the state. Mr. Moore was encouraging of Mount Holly approving the MOA in an effort to have as many cities as possible in North Carolina to participate.

Included with this memo are a one page "Fact Sheet" about the MOA, Frequently Asked Questions about the MOA, a draft resolution for the City Council to consider to approve the MOA and join the settlement, as well as a copy of the MOA itself.

Corporate Accountability: Fighting the Opioid Epidemic in North Carolina

WHAT IT IS

The NC Memorandum of Agreement (NC MOA) governs how North Carolina would use the proceeds of any future national settlement or bankruptcy resolution with drug distributors Cardinal, McKesson, and AmerisourceBergen and opioid manufacturers Johnson & Johnson and Purdue Pharma. These potential settlements and resolutions could bring as much as $850 million to North Carolina over an 18-year period to support state and local efforts to address the epidemic.

WHAT IT DOES

Dedicates all funds to addressing the opioid epidemic.

Enables North Carolina to maximize resources to abating the crisis. For North Carolina to receive the maximum payout under national settlements and bankruptcy resolutions, all relevant parties – including the state itself, all 100 counties, and all large- and medium-sized municipalities – must sign on to the NC MOA and the national settlement agreements. To maximize resources flowing to communities on the front lines of the epidemic, the NC MOA would direct settlement funds as follows:

- 15 percent to the state, which the General Assembly would appropriate to address the epidemic.
- 80 percent to local governments, including all 100 counties and 17 municipalities.
- An additional five percent to an incentive fund to encourage counties and municipalities to sign on to the agreement.

Ensures high levels of transparency and accountability. The agreement offers a high level of transparency into how local governments use the funds, including special revenue funds subject to audit, annual financial and impact reports, and a public dashboard showing how they are using settlement funds to address the epidemic.

WHY IT MATTERS

Personal Cost. The opioid epidemic has taken the lives of more than 16,000 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast. Just as we began to make progress in combatting the epidemic, the COVID-19 pandemic caused a new wave of isolation, despair, drug misuse, and overdose death. Individuals, families, and entire communities continue to suffer and struggle.

Accountability. The opioid epidemic was created and fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. Settlements with the big three drug distributors and Johnson & Johnson, and a resolution of the Purdue Pharma bankruptcy proceedings, have the potential to bring as much as $850 million to North Carolina over an 18-year period to support state and local efforts to address the epidemic.

United Front to Heal North Carolina. The NC MOA is an important step forward in our collective effort to hold these companies accountable for their behavior and to secure and direct much-needed resources to communities across the state as they work to address the epidemic and its aftermath.

Click here to access an FAQ on this topic.
Click here to access the memorandum of agreement.

HOW NORTH CAROLINA WOULD USE OPIOID SETTLEMENT FUNDS: FREQUENTLY ASKED QUESTIONS ON THE MEMORANDUM OF AGREEMENT BETWEEN STATE AND LOCAL GOVERNMENTS IN NORTH CAROLINA

GENERAL QUESTIONS

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

   The NC MOA governs how North Carolina would use the proceeds of any future national settlement or bankruptcy resolution with five companies over their role in fueling the opioid epidemic. The five companies are the "big three" drug distributors (Cardinal, McKesson, and AmerisourceBergen), the opioid manufacturer Johnson & Johnson, and the opioid manufacturer Purdue Pharma (now in bankruptcy proceedings). Throughout this FAQ, the term "opioid settlement funds" refers to the proceeds of any future national settlement or bankruptcy resolution with any of these five companies.

2. Why is the NC MOA important?

   The opioid epidemic has taken the lives of more than 16,000 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast. Just as we began to make progress in combatting the epidemic, the COVID-19 pandemic caused a new wave of isolation, despair, drug misuse and overdose death. Individuals, families, and entire communities continue to suffer and struggle.

   The opioid epidemic was created and fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. Settlements with the big three drug distributors and Johnson & Johnson, and a resolution of the Purdue Pharma bankruptcy proceedings, have the potential to bring as much as $850 million to North Carolina over an 18-year period to support state and local efforts to address the epidemic.

   The NC MOA is an important step forward in our collective effort to hold these companies accountable for their behavior and to secure and direct much-needed resources to communities across the state as they work to address the epidemic and its aftermath.

3. What are the most important features of the NC MOA?

Dedicates all funds to addressing the opioid epidemic. The NC MOA provides that all opioid settlement funds will be used to address the opioid epidemic, with an emphasis on high-impact strategies and collaborative strategic planning.

Enables North Carolina to maximize resources to abating the crisis. For our state to receive the maximum payout under any national settlements with the big three drug distributors or Johnson & Johnson, all relevant parties – including the state itself, all 100 counties, and all large and medium-sized municipalities – would have to sign onto the NC MOA and those national settlement agreements.

To achieve that goal, and to maximize resources flowing to communities on the front lines of the epidemic, the NC MOA would direct settlement funds 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 already receiving settlement funds under the NC MOA) 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

Ensures high level of transparency and accountability. The NC MOA offers a high level of transparency and accountability for the use of opioid settlement funds by local governments, including special revenue funds subject to audit, annual financial and impact reports, and a public dashboard showing how they are using settlement funds to address the epidemic.

4. How does the NC MOA ensure that opioid settlement funds would be spent on strategies to address the epidemic?

Any national settlement with the big three drug distributors or Johnson & Johnson, and any resolution of the Purdue Pharmacy bankruptcy matter, 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:

- 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.
- 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.

5. What are the Option A strategies?

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:

1. Collaborative strategic planning
2. Evidence-based addiction treatment
3. Recovery support services
4. Recovery housing support
5. Employment-related services
6. Early intervention programs
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

(See NC MOA Exhibit A for additional detail.)

6. What are the Option B strategies?

Option B includes a wider array of strategies that would be allowed under any national settlement with the big three drug distributors or Johnson & Johnson, or under a resolution of the Purdue Pharma bankruptcy proceedings. This includes an array of strategies that:

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

(See NC MOA Exhibit B for a current version of the Option B national strategy list.)

7. What is the Option B collaborative strategic planning process?

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:

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

(See NC MOA Exhibit C for additional detail.)

8. Are regional solutions allowed?

Yes. Multiple counties and municipalities are allowed and encouraged to work together to address regional challenges and pursue regional solutions. Among other provisions, the NC MOA allows several local governments to engage in a single collaborative strategic planning process if they believe it will be efficient and advantageous for them to do so.

9. How does the NC MOA ensure transparency and accountability by local governments receiving opioid settlement funds?

The NC MOA provides a high level of transparency and accountability, including the following measures:

Special Revenue Fund. In order to receive any funds under any opioid settlement or bankruptcy resolution, a local government must first establish a separate special revenue fund for the receipt and expenditure of opioid settlement funds. (See NC MOA sections D & E.6.)

Financial and compliance audits. The use of special revenue funds is subject to a range of financial and compliance audits. The State Auditor and Department of Justice have access to persons and records concerning the expenditure of opioid settlement funds. (See NC MOA section F.)

Special budget item or resolution. In order to spend opioid settlement funds from the special revenue funds, a local government must pass a budget or separate resolution specifically authorizing the expenditure of the funds, including the amount to be spent, the strategy or strategies to be funded, and the relevant period of time. (See NC MOA section E.6.)

Option B report and recommendations. For local governments that elect Option B, the collaborative strategic planning process will result in a public report and recommendations. (See NC MOA section E.5 and Exhibit C, right-hand column.)

Annual financial reports. Any local government that spends opioid settlement funds will be required to file annual financial reports. (See NC MOA section F.6 and Exhibit E.)

Annual impact information. Any local government that spends opioid settlement funds will be required to file impact information on an annual basis. (See NC MOA section F.6 and Exhibit F.)

Statewide public dashboard. A statewide dashboard will enable members of the public to view the special budget items or resolutions, reports and recommendations, annual financial reports, and annual impact information described above for each local government receiving or spending opioid settlement funds. (See NC MOA section F.6.)

NATIONAL OPIOID LITIGATION, SETTLEMENT TALKS, AND BANKRUPTCY PROCEEDINGS

10. How many North Carolina local governments are engaged in national litigation against opioid manufacturers or distributors?

    Seventy-six counties and eight municipalities have filed lawsuits in federal court to hold opioid manufacturers or distributors accountable for their role in fueling the opioid epidemic. Under the NC MOA, all 100 counties would receive settlement payments regardless of whether they engaged in litigation.

11. What is the status of these cases?

    The federal cases have been consolidated for pretrial proceedings into so-called Multi-District Litigation (MDL) in Cleveland, Ohio. The opioid MDL has consolidated roughly 3,000 lawsuits from nearly every state. The lawsuits allege that opioid manufacturers misrepresented the risks associated with prescription opioids; that opioid distributors did not properly monitor shipments of prescription opioids to pharmacies across the country; and that these actions contributed to the opioid epidemic that continues to ravage North Carolina and the nation.

12. How large is the potential settlement with the big three drug distributors plus the drug maker Johnson & Johnson?

    The big three drug distributors and the drug maker Johnson & Johnson have announced their willingness to consider a global settlement of all the cases that have been or could be filed against them by state and local governments for a total of $26 billion, with details of such a settlement still under discussion.

13. Will the Purdue Pharma bankruptcy proceedings result in additional funds to address the opioid epidemic?

    We anticipate that the Purdue Pharma bankruptcy proceedings may provide an additional $4-5 billion to support state and local efforts to address the opioid epidemic across the country.

14. How does all this relate to the McKinsey settlement that was announced in February 2021?

    The McKinsey settlement is separate and apart from the potential settlements with the big three drug distributors and Johnson & Johnson, and from the Purdue Pharma bankruptcy proceedings.

    In February 2021, Attorney General Josh Stein and other attorneys general from across the nation reached a $573 million settlement with one of the world's largest consulting firms, McKinsey & Company, over the company's role in advising opioid companies how to promote their drugs and profit from the opioid epidemic.

    As part of the settlement with McKinsey, the state of North Carolina will receive nearly $19 million over five years, with the vast majority coming this year. The McKinsey settlement requires that the state use these settlement proceeds to fund strategies to address the opioid epidemic. Within these parameters, it will be up to the North Carolina General Assembly to decide how to spend the McKinsey settlement proceeds.

15. Apart from the settlement talks with the big three drug distributors and Johnson & Johnson, the Purdue Pharma bankruptcy proceedings, and the recent McKinsey settlement, is there other opioid-related litigation brought by state and local governments?

    Yes. There is litigation in federal and state courts against other opioid manufacturers, including Allergan, Endo, and Teva, and bankruptcy proceedings involving the opioid maker Mallinckrodt. And there is litigation in federal and state courts against CVS, Rite Aid, Walgreens, Walmart, and other pharmacy chains over their role in the opioid epidemic.

    Even in the event of settlements with the big three drug distributors and Johnson & Johnson and a resolution of the Purdue Pharma bankruptcy proceedings, this other litigation will continue and may (or may not) result in additional settlements or resolutions to support state and local efforts to address the opioid epidemic.

ALLOCATION OF OPIOID SETTLEMENT PROCEEDS

16. How would funds be divided among the states in the event of settlements with the big three drugs distributors and Johnson & Johnson or a resolution of bankruptcy proceedings involving Purdue Pharma?

    If there are settlements with the big three drug distributors or Johnson & Johnson, or a resolution of bankruptcy proceedings involving Purdue Pharma, or a combination of these, settlement funds would be allocated among states based on population and the impact of the opioid crisis on each state, taking into account several public health measures.

17. What is the maximum amount North Carolina could receive If there are settlements with the big three drugs distributors and Johnson & Johnson, and a resolution of bankruptcy proceedings involving Purdue Pharma?

    North Carolina could receive up to $850 million over a period of 18 years to support state and local efforts to address the opioid epidemic, in the event of national settlements with the big three drug distributors and Johnson & Johnson, as well as a resolution in the Purdue Pharma bankruptcy proceedings. The settlement payments to North Carolina (and other states) would be front-loaded, with payments in the first three years higher than payments in the remaining 15 years of the settlement.

18. How many local governments in North Carolina are expected to receive payments as part of any settlement with the big three drug distributors or Johnson & Johnson or bankruptcy resolution involving Purdue Pharma?

    Under the NC MOA, all 100 counties – including those that have engaged in litigation against the opioid defendants and those that have not engaged in such litigation – would receive settlement payments.

    In addition, 17 municipalities would receive settlement payments – including 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). Like the 100 counties, all municipalities receiving settlement funds are subject to the terms and requirements of the NC MOA (including the establishment special revenue funds subject to financial and compliance audits, filing of annual financial and impact reports, and all of the other procedural and reporting requirements described in the NC MOA).

    In situations where a county and a municipality/municipalities within it have engaged in litigation, the portion of the settlement funds awarded to the county is reduced by the amount awarded to the municipality within it. Residents of all municipalities in North Carolina – including those that receive settlement funds and those that do not – stand to benefit from county and state programs and services supported with opioid settlement funds.

19. How are settlement or bankruptcy funds allocated among the North Carolina counties and municipalities receiving such funds?

    Under the NC MOA, settlement funds are allocated among the 100 counties and 17 municipalities through a formula developed by attorneys representing local governments in national litigation. The resulting percentage allocations are shown in NC MOA Exhibit G.

20. What is the maximum amount a particular county or municipality could receive under the terms of the MOA, and how would that be calculated?

    We anticipate that North Carolina could receive up to $850 million over a period of 18 years in the event of national settlements with the big three drug distributors and Johnson & Johnson as well as a resolution in the Purdue Pharma bankruptcy proceedings, as noted above.

    To determine the maximum total amount that could go to any individual county or municipality (under the best-case scenario), the $850 million total should be multiplied by 80%, to reflect the portion that will be directed to local governments for opioid remediation efforts, and then be multiplied by the percentage allocation for that county or municipality shown in NC MOA Exhibit G. For example, for a local government with a one percent allocation in NC MOA Exhibit G, the expected maximum would be $850 million multiplied by .80 (eighty percent) times .01 (one percent) for a maximum of $6.8 million.

    In addition to that amount, 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.

21. Would opioid settlement payments to a county or municipality be spread out equally over 18 years?

    No. Settlement payments to local governments are expected to be front-loaded, with payments in the first three years higher than payments in the remaining 15 years of the settlement.

22. What has to happen for North Carolina counties and municipalities to receive the maximum possible amount under the terms of the MOA and any national settlement agreements?

    The precise amount that that our state as a whole would receive depends not only on the final terms of the settlement agreements and bankruptcy resolutions but also on whether North Carolina qualifies for incentive structures that would increase the payment amounts as more North Carolina counties and municipalities join the settlement.

For our state to receive the maximum payout under any national settlements with the drug distributors or Johnson & Johnson, all relevant parties – including the state itself, all 100 counties, and all large and medium-sized municipalities – would have to sign onto the NC MOA and those national settlement agreements. Conversely, North Carolina stands to lose hundreds of millions of dollars under the national settlement agreements if a significant number of counties or large- to medium-sized municipalities do not sign onto those agreements.

It should be noted that any national settlements with the big three drug distributors or Johnson & Johnson will prohibit ANY payment to ANY county or municipality that does not sign onto the national settlement agreements – and there will be reduced payments to any county or municipality that signs on late (after a yet-to-be-determined deadline).

23. How many local governments need to sign the NC MOA for the MOA to take effect?

The NC MOA will become effective when enough local governments have joined it to meet the support level required by one of the national settlement agreements or bankruptcy resolutions. This level of support has not been definitively established. However, we anticipate a requirement that counties and large- and medium-sized cities representing at least half of the state's population will have to sign onto the NC MOU in order for it to take effect.

24. What happens if not enough local governments sign the MOA?

If the NC MOA does not become effective, North Carolina's allocation will be governed by the default allocations that we anticipate will be included in the national settlement agreements with the distributors and Johnson & Johnson, and the resolution of the Purdue bankruptcy. We expect the default in the Purdue bankruptcy will directly provide funds to counties with a population above 400,000 (and NOT directly to counties with smaller populations). We anticipate that the default arrangement in the national settlement agreements would provide as little as 15% of state settlement funds in direct payments to local government and a substantially worse arrangement for local governments than the NC MOA provides.

THE NC MOA COORDINATION GROUP

25. What is the NC MOA coordination group?

The NC MOA creates a coordination group to help implement the NC MOA and address certain issues that may arise over the course of the 18-year settlements. (See NC MOA section E.7 and Exhibit D for details.)

26. What is the composition of the coordination group?

The coordination group will have twelve members, including:

- Five local government representatives (a county commissioner, county manager, county attorney, county local health director or consolidated human services director, and municipal manager);
- Four experts appointed by the North Carolina Department of Health and Human Services;
- One expert appointed by the North Carolina Attorney General; and
- Two experts appointed by legislative leaders, including
    - 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; and
    - One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tempore of the North Carolina Senate.

(See NC MOA Exhibit D for additional details.)

27. What are the responsibilities of the coordination group?

The coordination group will have a variety of responsibilities, including the following:

- To develop certain guidelines for audits required under the NC MOA;
- To make adjustments as needed to certain aspects of the NC MOA, including:
    - The high-impact strategies listed in NC MOA Exhibit A;
    - The collaborative strategic planning process described in NC MOA Exhibit C;
    - The annual financial report described in NC MOA Exhibit E; and
    - The impact information described in NC MOA Exhibit F.
- To work with counties, municipalities, 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 the NC MOA.

(See NC MOA Exhibit D for additional details.)

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mount Holly hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (MOA), and any subsequent settlement funds that may come into North Carolina as a result of

the opioid crisis, and hereby authorizes the City Manager to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter; and

BE IT FURTHER RESOLVED, that copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov.

Adopted this the 13th day of December, 2021.

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.

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[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 recommen-dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

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

EXHIBIT D TO NC MOA:
COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

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

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

Four Experts Appointed by the Department of Health and Human Services

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

One Expert Appointed by the Attorney General

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

Two Experts Appointed by Legislative Leaders

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

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

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

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

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

RESPONSIBILITIES

a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:

   i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.

   ii. Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).

   iii. Whether the Local Government followed the reporting requirements in the MOA.

   iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.

   v. Which processes (such as sampling) shall be used:
      i. To keep the costs of the audit at reasonable levels; and
      ii. Tailor audit requirements for differing levels of expenditures among different counties.

b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:

   i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;

   ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;

   iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;

   iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or

   v. Other information reported to the statewide opioid dashboard.

c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:

   i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;

   ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;

   iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;

   iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;

   v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;

   vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

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

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

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
   a. Human resource expenditures.
   b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
   c. Operational expenditures.
   d. Capital expenditures.
   e. Other expenditures.

7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
   a. The name of the sub-recipient.
   b. The amount received by the sub-recipient during the fiscal year.
   c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, "addiction treatment services" or "peer-support services" or "syringe service program" or "naloxone purchase").

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

EXHIBIT F TO NC MOA:
IMPACT INFORMATION

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

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

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.

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

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

STANDARD FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.

4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).

5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

6. **One or more process measures,** addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.

7. **One or more quality measures,** addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

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

8. **One or more outcome measures,** addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.

9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

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

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

SHORT FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.

4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

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

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

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

Municipalities:

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

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	December 8, 2021
From:	Greg Beal, Economic Development Coordinator, Planning Director	Meeting Date:	December 13, 2021

Agenda Item to be considered: **Approval of the design firm for the Mount Holly River Hawk Greenway Brand Creation Project**

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: Although funding for the project is intended to come from the Parks and Rec budget, and not the Public Art funding, per Council's direction, the Public Art Advisory Commission (PAAC) was the responsible body for reviewing qualified submittals and making a recommendation on the Mount Holly River Hawk Greenway Brand Creation Project. The RFQ for creating a brand/logo/tagline for Mount Holly's newly named River Hawk Greenway went out in early October, leaving the typical month timeline for artists, graphic artists and design firms to submit qualification packets to the City. I handled all the questions and outreach with interested parties. This project received quite a lot of attention from across the country. Ultimately, four design firms, Destination by Design (Boone), Gear Up Graphix (Boone), ESP and Associates (Fort Mill) and Online Optimism (Atlanta) submitted approved packets. Two firms, one from Alabama, and one from Colorado were disqualified because they either did not follow instructions on submittal requirements or their packets came in very late. A fair and equitable process had to be upheld.

The PAAC had a full week to review the hard copies of the dozens of pages of material. We called a meeting to discuss the four design firms on November 16th, and board members were extremely prepared. Based on a unanimous vote, the Public Art Advisory Commission chose Destination By Design as the most qualified firm. Board members Leigh Brinkley and Teresa Wrench, who have extensive graphic design backgrounds, were extremely valuable in the evaluation process. However, it is also important to note that all board members had the design packets ranked independently in virtually the same order. Destination by Design was chosen for a variety of reasons, among them 1) they are reasonably local, based in Boone, NC; 2) they have vast experience in working with municipalities on branding projects for greenways and parks; 3) their supplied projects have ties to bodies of water or rivers (similar in nature); 4) they are a multidisciplinary firm, having artists, graphic designers, landscape architects, planners, media and communication specialists and GIS capability (the group felt this was important as we think about branding and signage and how in plays into the overall greenway setting); other firms had limited staff; 5) their packet showed that they had visited Mount Holly with recent photos and knowledge gained of the project; and 6) the example brand logos were well done and professional. Based on this information, and the size of the packets from all the design firms, staff has chosen not to supply Council with the dozens of colored pages in your agenda packet. However, copies can certainly be arranged for individuals that wish to view the material.

I personally spoke with Communications and Brand Manager Matt Powell, Destination by Design, to let him know where we are in the process. He said that if Council chooses to move forward with the PAAC's recommendation on Monday night, he feels confident that they can meet the intended project schedule to have the brand/logo/tagline completed for the River Hawk Greenway in advance of the anticipated Carolina Thread Trail signage project in April 2022.

Fiscal Impact:			
Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

***Manager/Staff Recommendation*: Based on the PAAC's recommendation, Destination by Design is the most qualified firm that should be chosen for the Mount Holly River Hawk Brand Creation Project.**

Result of City Council Decision:

Attachments:

City of Mount Holly
Action Agenda Item

To: City Council **From:** Greg Beal, Economic Development Coordinator, Planning Director	**Date:** December 8, 2021 Meeting Date: December 13, 2021

Agenda Item to be considered: **Planning Commission Reappointment**

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: Vice-Chair Tereseta Ellerbe, Melanie Nichols and Rodney Williams conclude their terms on the Planning Commission on December 31st. These citizens have served the City very well over throughout their previous appointments. All three seek to be reappointed to another full three-year term each.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	$		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation: **The Planning Commission unanimously recommended reappointment of these members as well, and these members accepted such.**

Result of City Council Decision:

Attachments: Planning Commission Roster

City of Mount Holly
Planning Commission & Board of Adjustment
Roster

Jeff High **(Alt. #4)** 236 Village Glen Way Mount Holly, NC 28120 (C) 704-862-3671 Jkhigh73@gmail.com Term Expires: Dec. 2022	Myles Biggerstaff (BOA) 607 Timberlane Drive Mount Holly, NC 28120 (C) 704-860-4777 mbiggers@bellsouth.net Term Expires: Dec. 2022
Perry Toomey **(Alt. #2)** 203 Dogwood Drive Mount Holly, NC 28120 (H) 704-827-0505 perrytoomey@att.net Term Expires: Dec. 2023	Will Crist (BOA) 207 Old Mine Road Mount Holly, NC 28120 (C) 704-451-9118 wfcrist@bellsouth.net Term Expires: Dec. 2022
Teraseta Ellerbe, Vice-chair (BOA) 212 Augustus Lane Mount Holly, NC 28120 (C) 704-860-6630 terasetaellerbe@gmail.com Term Expires: Dec. 2021	Rodney Williams **(Alt. #1)** 315 South Main Street Mount Holly, NC 28120 (C) 704-616-4008 A1949hotrod@outlook.com Term Expires: Dec. 2021
Jerry Bishop, Chair (BOA) 200 East Catawba Drive Mount Holly, NC 28120 (C)704-460-9414 jerrybishop4160@gmail.com Term Expires: Dec. 2023	Melanie Nichols (BOA) 145 Riverfront Parkway Mount Holly, NC 28120 (C) 704-685-4104 Melanie@melaniemwilson.com Term Expires: Dec. 2021
Alberto Gonzalez **(Alt. #3)** 116 Thomas Springs Drive Mount Holly, NC 28120 (C) 786-553-7639 Albert.gonzalez631@gmail.com Term Expires: Dec. 2023	**Staff:** Greg Beal (704) 951-3012 Michael Godwin (704) 951-3000 Brandon Livingston (704) 951-3017 Elisa Neal (704) 951-3014

Planning & Development Office
400 East Central Avenue
Mount Holly, NC 28120
704-827-3931; 704-827-5672 (fax)

City of Mount Holly
Action Agenda Item

To: Mayor and City Council Ryan Baker, Fire Chief	**Date:** December 2, 2021 **Meeting Date:** December 13, 2021

Agenda Item to be considered:
Requesting approval to apply for the Assistance to Firefighters Grant through FEMA

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request:
We request permission to apply for the Assistance to Firefighters Grant to purchase new air packs. This grant will provide us with air packs up to current NFPA standards if awarded. The new air packs cost $144,450, and if awarded, we would have a cost-share of 5%, which comes out to $7,222.50. The grant submission deadline is December 17, 2021. The awarding of grants will begin in April 2022.

Fiscal Impact:

Will Item affect the current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Pre-audit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:			
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments: Grant specifics, cost-share, quote for the air packs

Fiscal Year 2021 Assistance to Firefighters Grant Program Cost Share Calculator

To assist with determining your organization's Local Cost Share for Assistance to Firefighters Grant (AFG) Program funding, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Recipients are not required to have their cost share available when submitting the application. Cost share should be available when application is accepted. For additional information, refer to the Cost Share and Maintenance of Effort Requirements section of the Notice of Funding Opportunity.

Determine the Organization's Local Cost Share Percentage

Per the Assistance to Firefighters Grant statute at 15 U.S.C. § 2229(k)(1), the non-federal cost share must be "an amount equal to not less than" (i.e., at least) 5%, 10%, or 15% depending on the population being served. In order to meet statutory requirement, FEMA develops the mathematical formula to support grant recipients in determining the appropriate minimum amount of cost share required for the awarded items they receive. In addition, FEMA will round down any decimals where the cost share calculations produce an amount with more than two digits after the decimal. For example, if the calculation of a 5% cost share leads to $66,666.6667 for the federal share and $33,333.3333 for the non-federal share, FEMA will round down the federal share to $66,666.66 (and round up the non-federal share to $33,333.34 to ensure that the non-federal share is at least 5%, 10%, or 15% as applicable. The final awarded activity included in an award package is considered the total project cost of that award, and it is used as the baseline to establish the federal share amount as well as the recipient share derived thereof. Cost share requirements for AFG Grants are based on census population. To determine the Local Cost Share Percentage, use the guide below:

15%= When serving a jurisdiction of more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.

10%=When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.

5%= When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 5 percent of the grant awarded.

Once you have determined your Organization's Local Cost Share Percentage, use the formula below to determine the Organization's Local Cost Share.

Example Cost Share Calculation

Total Project Cost:	$100,000.00
Local Cost Share Percentage:	15%
Federal Funding Assistance:	$86,956.52
Local Cost Share:	$13,043.48

FEMA

EXAMPLE COST SHARE FORMULA

X = Federal Funding Assistance
Y = Total Project Cost
P = Local Cost Share Percentage
X + (P)(X) = Y

X = Federal Funding Assistance
Y = $100,000
P =15%
X + (P)(X) = Y
X = Y/1.15

X = Federal Funding Assistance
Y = $100,000
P =15%
X = $100,000/1.15 X = $86,956.52
Local Cost Share = $13,043.48

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:	$ 100,000.00
Local Cost Share Percentage:	15%

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:	$ 86,956.52
Local Cost Share:	$ 13,043.48

Fiscal Year 2021 Assistance to Firefighters Grant Program - Frequently Asked Questions

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FEMA

New for Fiscal Year (FY) 2021

The FY 2021 Assistance to Firefighters Grant (AFG) Program Notice of Funding Opportunity (NOFO) contains changes to definitions, descriptions, and priority categories from FY 2020. Changes to the FY 2021 AFG Program NOFO include:

- Under the Personal Protective Equipment (PPE) Activity:
  - Inclusion of pre-scoring emphasis for this Activity to ensure replacing out-of-service and non-compliant PPE is of high priority
  - The following PPE priorities and definitions have been updated:
    - Increase supply for **new hire/existing firefighters** that do not have one set of turnout gear (PPE) or allocated seated position (self-contained breathing apparatus [SCBA]); this includes replacing **out-of-service** PPE and SCBA as High Priority
    - Replace **in-service/in-use/damaged/unsafe/unrepairable** PPE or SCBA to meet current standard as High Priority
    - Replace **in-service/in-use/expired/noncompliant** PPE or SCBA to current standard as High Priority
    - Upgrade technology to current standard as Low Priority
- Additional considerations for PPE and SCBA:
  - The applicant's call volume has a lesser impact on scoring and therefore the final funding decision
- Under the Equipment Activity, the following priorities and definitions have been updated:
  - Obtain equipment to achieve minimum operational and deployment standards for existing missions as High Priority
  - Replace non-compliant equipment to current standard as High Priority
  - Obtain equipment for new mission as Medium Priority
  - Upgrade technology to current standard as Low Priority
- Under Supporting Definitions:
  - Paid on-call/stipend departments are added to the definition of Combination Fire Department
  - Firefighting personnel definition is added
- Under Modifications to Facility Activity:
  - New first-time installation of exhaust, sprinkler, carbon monoxide and/or smoke/fire detection systems are now listed as High Priority, while replacement or update/upgrade to existing systems is considered Low Priority
- Under Equipment Activity List:
  - Respirator decontamination system is added as Medium Priority

- Under Additions to the Application:
  - Question about frequency of live fire training is added for statistical purposes only
  - Question about self-inflicted fatalities within the department is added for statistical purposes only
  - Question regarding quantity of equipped advanced life support response vehicles (transport and non-transport) is added
- Under Allocations and Restrictions of Available Grant Funds by Organization Type:
  - Outlined the funding available for Micro Grants applications
- Under Application Tips:
  - Recommendation to consider non-Per- and polyfluoroalkyl substances (PFAS) gear purchase

Web Address to Apply

The online FY 2021 AFG Program application is only available in the AFG Program's FEMA GO (FEMA Grants Outcomes) application portal at https://go.fema.gov.

Applicants must complete the following in order to start, complete, and submit an AFG Program Application:

The applicant organization must provide a valid Dun & Bradstreet Data Universal Numbering System (DUNS) number registered in the System for Award Management (SAM to apply in FEMA GO. Instructions for obtaining a DUNS number can be found online at https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

The applicant organization must be currently registered and active in SAM in order to apply. Further, the applicant must stay active in SAM for the entirety of the application period, otherwise they may not be selected for an award. SAM registration is available at Grants.gov: http://www.grants.gov/web/grants/register.html.

Overmatch

In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the award budget.

Environmental Planning and Historic Preservation (EHP)

It is FEMA policy that actions initiated and/or completed without fulfilling the specific EHP requirements will not be considered for funding.

All Modifications to Facility activities will require an EHP review. Any renovation to the facilities and installation of equipment under Training, Equipment, PPE, or Wellness and Fitness activities will require an EHP review, as well. Such activities include, but are not limited to, the installation of fixed air compressor/fill station/cascade system, air quality systems, fire/smoke/carbon monoxide alarm systems, sprinkler systems, fixed generators, fixed vehicle exhaust systems and washer/dryer/extractor installation.

The EHP Screening form and instructions are available at EHP Screening Form. EHP policy guidance can be found at the Preparedness Grants EHP Compliance webpage. Recipients will be notified of their EHP responsibilities in the grant award package.

Excess Funds

After completing the awarded projects, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes. The excess funds threshold is $10,000. The funding may be used to enhance the awarded activities.

No amendment request is necessary unless the recipient wants to use excess funds for another funding activity or the item the recipient intends to purchase will require an EHP review. For more details, please see Appendix C (V) Excess Funds in the FY 2021 AFG Program NOFO.

- Excess funds cannot be used to support Fire Prevention and Safety activities
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment
- Excess funds cannot be used for grant writer/preparer fees
- Excess funds may only be used for allowable activities identified in the FY 2021 AFG Program NOFO
- Excess funds are limited to the purchase of High Priority AFG Program items only

Help FEMA Prevent Fraud, Waste and Abuse

If you have information about instances of fraud, waste, abuse or mismanagement involving FEMA programs or operations, contact the Department of Homeland Security Office of Inspector General Hotline at 1-800- 323-8603; by fax at 202-254-4297; or online at https://www.oig.dhs.gov/hotline. All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.

National Fire Protection Association (NFPA)

Relevant standards that should be referenced in your applications may be viewed at no cost during the AFG Program application period at NFPA Free Access.

Eligible Applicants

Eligible applicants include Fire Departments, Nonaffiliated Emergency Medical Service Organizations, and State Fire Training Academies.

Standard for Ambulances

Ambulances must meet NFPA 1917: Standard for Automotive Ambulances, Edition 2019 or General Services Administration Federal Standard KKK-A-1822 http://standards.globalspec.com/std/1588426/gsa-kkk-a-1822.

System for Award Management (SAM)

Applicant registration in SAM is free. All applicants **must** be registered and active in order to apply online. Step-by-step instructions for registering with SAM can be found at http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register- with-sam.html.

Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.gov account holders should check their account to make sure it is active. SAM registration should be completed at the very beginning of the application period and renewed annually to avoid being inactive.

FEMA may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements, including being active in SAM for the entirety of the application period. If an applicant has not fully complied with the requirements by the time FEMA is ready to make a federal award, FEMA may determine that the applicant is not qualified to receive a federal award and make a federal award to another applicant.

May I change or edit my application after it has been submitted?

You will be able to review or edit the entire application prior to submission. However, if you would like to edit or change your application after submission, you will have to withdraw the application from consideration of award to edit. Then, the application must be resubmitted to FEMA to be considered for an award.

Where can I find a copy of the EHP review screening form?

EHP Guidance can be found at https://www.fema.gov/grants/preparedness/preparedness-grants-ehp- compliance, and the EHP Screening Form can be found at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf

What is Management and Administration (M&A)?

M&A costs are administrative expenses that are incurred during the administration of an AFG Program award. Applicants may apply for M&A costs if the costs are directly related to the implementation of the program for which they are applying. M&A costs are identifiable costs directly associated with the implementation and management of the grant and cannot exceed 3% of the award. If you are requesting M&A expenses, you must list the costs under the "Other" category in the budget and explain the purpose for the administrative costs in your Project Narrative. All M&A costs must be in accordance with 2 C.F.R. Part 225, Cost Principles for state, local and Indian Tribal Governments (OMB Circular A-87) or 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), as applicable.

M&A costs should be based on actual expenses only, not a percentage of the overall grant. Examples of eligible administrative costs include shipping, office supplies, and computers and software associated with the National Fire Incident Reporting System (NFIRS) reporting requirements. Grant funds may not be used for insurance, Internet service provider fees, or any similar monthly service fees.

Is reporting to the NFIRS required to apply forand be awarded an AFG Program grant?

NFIRS reporting is strongly encouraged for all fire departments (as defined by 15 USC § 2229(a)(7)) but is not a requirement to apply for AFG Program funds. However, fire departments that receive funding under this program

must agree to provide information to NFIRS for the period covered by the assistance. If a recipient does not currently participate in NFIRS and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for the length of the grant period of performance commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the termination of the performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance is subject to having their award(s) modified or withdrawn. NFIRS reporting requirements do not apply to nonaffiliated emergency medical service (EMS) organizations and State Fire Training Academies (SFTAs).

Are training props that support the delivery of training by SFTAs eligible under the AFG Program?

FEMA recognizes the unique mission of SFTAs to deliver training to firefighters and EMS personnel throughout their state. SFTAs are allowed to request firefighting equipment items, PPE, and vehicles,including props and items in support of training activities.

What are Community Paramedics and what is their role?

Community Paramedics are paramedics with Primary Care certification. The Community Paramedic is considered as a back-up emergency response unit and should be immediately available to respond to a scene, arrange appointments, and transport patients to alternate destinations through established partnerships or direct field communication. Established alternative destinations should include walk-in clinics, mental health triage, social detox facilities, shelters and homeless services, and in-home assistance services, among others. These paramedics also schedule in-home evaluation of high-risk patients following hospital discharge. The paramedics can assess and report to the referring physicians using standard field tools including EKG, blood glucose, pulse oximetry, venous lactate, end-tidal carbon dioxide, along with the standard vital signs and optional blood draws along with the immediate availability of transport and treatment if needed.

A Community Paramedic Program should seek to establish a sustainable model for improving the use of existing EMS providers through scope of practice flexibility and coordination with other health providers. A Community Paramedic Program has the potential to: 1) reduce health system expenditures; 2) become self-sustaining; and 3), enhance public health and safety by meaningfully supporting the health and social welfare needs of the community.

What is a Micro Grant?

Fire departments and nonaffiliated EMS organizations have a voluntary funding limitation choice (within the application) for any AFG Program Operations and Safety program activity. Micro Grants are not an additional funding opportunity, but applicants may receive additional consideration for an award.

The selection of the voluntary Micro Grant option (cumulative federal participation of no more than $50,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional programs. Applicants that select Micro Grants as a funding opportunity choice may receive additional consideration for award. Please see the section on Micro Grants in the FY 2021 AFG Program NOFO.

When does the AFG Program period of performance start?

Recipients are notified via email and through the FEMA GO system of the award offer. The recipient shall notify the awarding agency of its intent to accept or decline the award. Recipients must accept their grant awards no later than 30 days from the award date. Funds remain on hold (for a maximum of 90 days) until the recipient accepts or declines the award. The grant award date can be found in the award agreement within the Obligating Document for Award in section "14. - Performance Period."

How do I obtain a user ID and/or password to access the FEMA GO system if I do not have the user ID and password of the person who submitted our applications in the past?

To create a new account, register an organization, or add a user to an organization, follow the instructions in the FEMA GO User Registration Guide. Applications are only being accepted through FEMA GO. This is the system of record for FEMA AFG Program grants. An account must be created for each user and assigned to the organization by the Authorized Organization Representative.

Information on how to sign up as a FEMA GO user can be found at https://go.fema.gov and in the FEMA GO User Registration Guide.

When must an applicant achieve the level of National Incident Management System (NIMS) compliance if awarded an AFG Program grant?

Any applicant that receives an AFG Program award must achieve the level of NIMS compliance required by the authority having command and control jurisdiction over the applicant's emergency service operations, prior to the end of the grant's period of performance. AFG Program applicants are not required to be in compliance with NIMS either to apply for or receive AFG Program funding.

Where can I find AFG Program documents and other information?

You can find AFG Program documents and additional information on the Assistance to Firefighters Grant Webpage.

QUOTE

RHINEHART FIRE SERVICES

DATE 11/18/2021

EXPIRATION DATE 1/22/2022

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone 704-604-2492
jody@rhinehartfire.com

TO CITY OF MOUNT HOLLY FIRE DEPARTMENT
ATTN CHIEF BAKER

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
JODY BROWN	SCBA & COMPRESSOR BUDGET	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
15	SCOTT X3-PRO SCBAS THREADED CONNECTIONS, 4.5, INCLUDES BACKFRAME, QUICK CONNECT REGULATOR, UNIVERSAL BUDDY BREATHING, TWO 4500PSIG THREADED CONNECTION CARBON CYLINDERS 45 MINUTE DURATION CAPACITY, WITH AV3000HT MASK	9000.00	135000.00

OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX

OR SHIPPING CHARGES

SUBTOTAL	135000.00
SALES TAX	9450.00
TOTAL	144450.00

Quotation prepared by: JODY BROWN REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC._____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, November 8, 2021
COUNCIL CHAMBERS
7:00 PM

Call to Order
Mayor Bryan Hough called the meeting to order at 7:00 pm.
The following were present:

Mayor Bryan Hough	Brian DuPont, Assistant City Manager
Mayor Pro Tem Lauren Shoemaker	Michelle Wood, Finance Director
Councilman David Moore	Don Roper, Police Chief
Councilman Jeff Meadows	Brian Reagan, Deputy Police Chief
Councilwoman Phyllis Harris	Ryan Baker, Fire Chief
Councilman Charles McCorkle	Tony Walker, Streets and Solid Waste Director
Councilwoman Christina Pawlish	David Johnson, City Engineer/Director of Utilities
Miles Braswell, City Manager	Mark Jusko, Recreation Supervisor
Marie M. Anders, City Attorney	Greg Beal, Planning Director

Invocation
Councilman Charles McCorkle led the Council, staff and attendees in prayer.

Pledge of Allegiance
Councilwoman Christina Pawlish led the Council, staff and attendees in the Pledge of Allegiance

SET THE AGENDA
With no changes to the agenda Mayor Hough entertained a motion to approve the November 8, 2021 Council Meeting agenda as presented. Councilman Moore made the motion to approve the agenda. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. (Motion carried)

CONSENT AGENDA
1. Approval of Liens for Weeds and Grass
   - 530A East Central Avenue
   - 509 1/2 West Henry Street
   - 105 Walnut Cove
   - 106 Adrian Circle
2. Approval of Proclamation Celebrating Gaston County 175th Anniversary
3. Call for a Public Hearing for a Resolution for Street Closures (Catawba and Alexander)
4. Call for a Public Hearing on an Amendment to Section 5.2.1 of the Downtown Development Manual
5. Approval of Minutes of the October 11, 2021 Council Meeting

Councilman Moore was attending virtually when in actuality Councilman Moore was present at the meeting. Mayor Pro Tem Shoemaker made a motion to approve the consent agenda. Councilman McCorkle seconded the motion. All Council Members present voted in favor. (Motion Carried)

PRESENTATIONS
1. Presentation of NCDOT Road Dedication to Honor the Memory of Office Tyler Herndon
   Mr. Brad Lail with NCDOT presented the resolution for the road dedication of Highway 273 from the southern city limits to Morning Side Drive to honor the memory of Officer Tyler Herndon. The Honorable John Torbett and his wife Videa were present for the ceremony. Mr. Lail advised that the signs have been installed.
2. Swearing In Ceremony for Fire Fighter Hayden Kish and Fire Captain Patrick Mayhew for Promotion

Mayor Hough administered the Oath of Office to Fire Fighter Hayden Kish and Fire Captain Patrick Mayhew. Both Fire Fighters were pinned by their Father's.

3. Presentation of Eagle Scout Project for Tuckasegee Park

   Mr. Will Andrews came before the City Council to seek approval for his Eagle Scout Project which consisted of constructing and installing 30 bird houses throughout Tuck Park. Councilman Meadows made a motion to approve the Eagle Scout Project. Councilman McCorkle seconded the motion. All Council Members voted in favor. Motion carried.

6. Presentation of Eagle Scout Project at Mountain Island Park at Mount Holly Mountain Bike Trails

   Mr. Nathan Legnosky came before the City Council to seek approval of his Eagle Scout project which consists of constructing an archway at the entrance of the Mount Holly Mountain Bike Trail. He shared the construction plans with Council. Councilman Moore made a motion to approve the Eagle Scout Project. Councilman McCorkle seconded the motion. All Council Members voted in favor. Motion carried.

PUBLIC COMMENT – Three (3) Minute Limit

No one was signed up to speak.

OLD BUSINESS

NEW BUSINESS

1. Presentation of the 2020-2021 Audit *Martin Starnes and Associates*

   Ms. Claire Chase with Martin Starnes and Associates came before the City Council to report on the 2020-2021 Fiscal Year Audit. She commented that staff was very cooperative during the process. She advised that the fund balance increased approximately 30% largely due to the ad valorum tax collections. She spoke on the revenues and the expenditures in concurrence with each fund. Ms. Chase advised that the City had one material weakness due to significant audit adjustments and one significant deficiency due to a payroll control finding. She advised that both of these items have been addressed and corrected. Ms. Chase advised that the City has a positive cash flow and is in good financial standing. Councilman Meadows explained that the deficiencies found in the audit was under the previous staff. He advised that the current staff made the corrective measures and the city is in better shape moving forward.

2. Consideration and Approval of a Lease Agreement

   Ms. Anders advised that Dr. Catherine Peterson is interested in renting some of the available space in the Municipal Complex located at 410 East Central Avenue. Dr. Peterson will be responsible for the upfit. The lease agreement is $20.50 a square foot. Councilwoman Harris made a motion to approve Resolution #11082021A Authorizing the City Clerk to Advertise the Intent of Leasing the Property Located at 410 East Central Avenue at the December 13, 2021 Council Meeting. Mayor Pro Tem shoemaker seconded the motion. All Council Members voted in favor. Motion carried.

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3 and 5)

   Councilman Moore made the motion to enter into Closed Session Pursuant to N.C.G.S 143-318.11 (a)(3 and 5) at 7:52 pm. Councilwoman Harris seconded the motion. All Council Members present voted in favor. (Motion Carried)

   Councilwoman Pawlish made a motion to come out of closed session and back into regular session at 8:45 pm. Mayor Pro Tem Shoemaker seconded the motion. All Council Members present voted in favor. (Motion carried)

Mayor Pro Tem Shoemaker made a motion to approve the purchase of the property located at 147 East Catawba Avenue in the amount of $300,000 with the due diligence ending on November 30, 2021. The city will lease the property back to the owner for a 12-month period and allow the owner $27,125.62 moving

expenses. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. Motion carried.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman McCorkle made the motion to adjourn the November 8, 2021 Council Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 8:48 pm.

PRESENTATIONS

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	December 9, 2021
From:	Miles Braswell, City Manager	**Meeting Date:**	December 13, 2021

Agenda Item to be considered: Presentation of Gaston County Foundation Grant

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Ernest Sumner will be at the Council Meeting to present the Mount Holly Farmer's Market with at $15,000 grant from the Gaston Foundation

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

N/A

Result of City Council Decision:

Attachments:

1.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Miles Braswell, City Manager	**Meeting Date:** December 13, 2021

Agenda Item to be considered: New Employee Introductions

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Periodically new employees will be asked to come and be introduced to the City Council. This has not been done over the past year due to the COVID restrictions. However, we hope to get back on track with the introduction and continue the twice a year.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

N/A

Result of City Council Decision:

Attachments:

1.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Don Roper, Police Chief	**Meeting Date:** December 13, 2021

Agenda Item to be considered: Presentation of Retirement Resolution to Melinda Lail

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Melinda Lail will be retiring on December 15th with 20 years of service. We will show our appreciation and wish her well in retirement with some special gifts and a retirement resolution.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:
N/A

Result of City Council Decision:
____

Attachments:
1.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** December 9, 2021
From: Miles Braswell, City Manager	**Meeting Date:** December 13, 2021

Agenda Item to be considered: Employee Service Awards

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : Each year at this time the City recognizes employees that have met milestones in their careers with the City. We do this in 5 year increments.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

N/A

Result of City Council Decision:

Attachments:

1.

PUBLIC HEARINGS

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** 12-7-2021
From: Brandon Livingston	**Meeting Date:** 12-13-2021

Agenda Item to be considered: Public Hearing to amend Section 5.2 in the Manual for Development in Downtown Mount Holly, an appendix to the Zoning Ordinance, to clarify language on approved materials for a defined primary façade.

Will this require a public hearing? ☒ **YES** ☐ **NO**

Background/Purpose of Request: In 2004, a national pharmacy chain sought to tear down the 100 block of North Main Street, where businesses such as Catalyst Mercantile, Catawba Coffee, Barbie's Dance Studio, etc. are located. The goal was to place an incompatible pharmacy on this corner, something that had happened in 1992 with the demolition of historic buildings for the construction of First Union Bank, now Wells Fargo.

Obviously, this would have had dire consequences for our downtown, and the City Council established a moratorium under the NC General Statutes to study architectural guidelines in more detail, through a contracted consultant, Sottile and Sottile of Savannah, GA. This kept the national pharmacy from moving forward on the contract to purchase and demolition.

In March 2005, the City adopted the Manual for Development in Downtown Mount Holly, aka the Downtown Development Manual, which is an appendix to the Zoning Ordinance. This means it has enforceable powers; in other words, it is not simply a policy guide. It has been used throughout downtown as a tool to help preserve the historic character of Downtown Mount Holly, which is comprised of mostly all-brick buildings.

In March 2009, City Council adopted a recommendation from the Downtown Design Manual in **Section 3.3 Recommended Additions**, to extend the requirements for new commercial construction to the Downtown Gateway Overlay District along NC 27, which means that new construction had to meet the requirement of all-brick materials, no front parking, sidewalk improvements to 8 feet in width, along with other architectural requirements for awnings, parapets, windows, etc.

Section 5.2.1 Building Materials Exterior Walls and Foundations, part of the Building Elements section is the focus of this text amendment, particularly the regulation that states:

Exterior walls on commercial and mixed-use buildings shall be finished primarily in brick, with cast stone or formed concrete details.

The case study is based upon a local church on North Main St, which did not obtain zoning compliance permits for a façade renovation, and had installed flag stone as a primary material. Upon appeal to the Board of Adjustment, their attorney argued that the word "primarily" could mean the sides and rear of the building, which are largely unseen and are brick. As a result, the Board of Adjustment voted 3-2 to allow the flagstone façade to remain on the church, as the

Zoning Administrator had issued a violation requiring that the materials be removed based on the text above.

Since the appeal period for this case has ended, it is certainly example to use it as an example for discussion as the City seeks to clarify the language.

I think the word primarily is misleading and caused confusion with the Board of Adjustment in the way it was used at the evidentiary hearing. Please note that if the ordinance stated Buildings on commercial and mixed-use buildings shall be finished primarily in brick with cast stone or formed concrete details..., there may be a case. However, the italic text, which is mandatory in the Manual, reads Exterior Walls.... shall be clad primarily in brick with case stone or formed concrete details. This means that all exterior building walls in Downtown Mount Holly, shall be clad in one material, **brick**, with details from two materials, **either cast stone or formed concrete**.

To clarify said language, staff is proposing to change the text in Section 5.2.1 of the Downtown Development Manual and lean on definitions found in Section 3.26 Definitions of the Zoning Ordinance by way of the following proposed amendment:

All exterior walls, including the front-facing wall, rear wall and side walls, as defined as Building Wall in Section 3.26 of the Zoning Ordinance, on commercial, mixed-use and nonresidential buildings shall be finished in brick, with cast stone or formed concrete details.

Furthermore, the following section should be repealed because the City cannot enforce architectural standards for residential buildings, outside of standards already adopted in the Zoning Ordinance for four or more units (i.e. multifamily dwellings). This is because of the NC General Statutes, which prevent local jurisdictions from adopting design standards for one, two or three dwelling unit structures.

Repeal: Exterior walls on residential buildings shall be finished in wood, brick or true stucco.

Additionally, the following statement is too open-ended and should be modified for further clarification:

Other materials for exterior building walls may be considered upon a showing by the developer that the material is visually compatible.

The statement should read:

Other materials for exterior wall details, including but not limited to cornices, parapets, foundations, soffits and roof accessories, sills and lintels, may be considered upon a showing by the developer that the material is visually compatible. Please reference Section 5.2 Building Elements for further guidance.

Planning Commission unanimously recommended the approval of the text amendment at last Monday's meeting.

Fiscal Impact:			
Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:
Staff recommends adoption of the proposed clarifying text amendments to the Manual for Development in Downtown Mount Holly, upon consultation with the City Attorney.

Result of City Council Decision:

Attachments:

1. ***Current Section 5.2, Building Elements***
2. ***Section 5.2, Building Elements, with proposed amendments***

5.2.1 EXTERIOR WALLS AND FOUNDATIONS

Building walls and foundations should reflect and complement the traditional materials and construction techniques of Mount Holly.

Exterior wall and foundation materials vary between commercial and residential buildings and should be selected based on the vernacular traditions of the particular building type.

Exterior walls on commercial and mixed-use buildings shall be finished primarily in brick, with cast stone or formed concrete details.

Exterior walls on residential buildings shall be finished in wood, brick or true stucco.

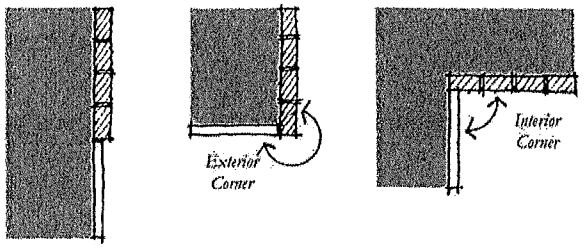
Other materials for exterior building walls may be considered upon a showing by the developer that the material is visually compatible.

The following materials are considered **visually incompatible** in the Downtown Overlay District:

- Vinyl or aluminum siding
- Particle Board
- Corrugated Metal
- Unfinished concrete block
- False stone cladding
- Rough-sawn wood
- Synthetic stucco systems (EIFS)

The following guidelines should also be considered when designing exterior walls and foundations:

- Brick bond patterns should have historic precedent in Mount Holly.
- Wood finishes may be beveled or lapped siding, Hardi-Plank composite siding (smooth finish), Cedar shingle, or vertical board & batten.
- Changes in materials on any exterior building wall should be accompanied by a change in plane.
- Changes in materials at exposed corners should occur only at interior corners and not exterior corners.



Not Acceptable
Change of material in same plane

Not Acceptable
Change of material at exterior corner

Acceptable
Change of material at interior corner

5.2 BUILDING ELEMENTS

5.2.1 EXTERIOR WALLS AND FOUNDATIONS

Building walls and foundations should reflect and complement the traditional materials and construction techniques of Mount Holly.

Exterior wall and foundation materials vary between commercial and residential buildings and should be selected based on the vernacular traditions of the particular building type.

~~*Exterior walls on commercial and mixed-use buildings shall be finished primarily in brick, with cast stone or formed concrete details.*~~

All exterior walls, including the front-facing wall, rear wall and side walls, as defined as Building Wall in Section 3.26 of the Zoning Ordinance, on commercial, mixed-use and nonresidential buildings shall be finished in brick, with cast stone or formed concrete details.

~~*Exterior walls on residential buildings shall be finished in wood, brick or true stucco.*~~

~~*Other materials for exterior building walls may be considered upon a showing by the developer that the material is visually compatible.*~~

Other materials for exterior wall details, including but not limited to cornices, parapets, foundations, soffits and roof accessories, sills and lintels, may be considered upon a showing by the developer that the material is visually compatible. Please reference Section 5.2 Building Elements for further guidance.

The following materials are considered **visually incompatible** IN the Downtown Overlay District:

- Vinyl or aluminum siding
- Particle Board
- Corrugated Metal
- Unfinished concrete block
- False stone cladding
- Rough-sawn wood
- Synthetic stucco systems (EIFS)

Not Acceptable	Not Acceptable	Acceptable
Change of material in same plane	Change of material at exterior corner	Change of material at interior corner

5.2 BUILDING ELEMENTS

The following guidelines should also be considered when designing exterior walls and foundations:

- Brick bond patterns should have historic precedent in Mount Holly.
- Wood finishes may be beveled or lapped siding, Hardi-Plank composite siding (smooth finish), Cedar shingle, or vertical board & batten.
- Changes in materials on any exterior building wall should be accompanied by a change in plane.
- Changes in materials at exposed corners should occur only at interior corners and not exterior corners.

OLD BUSINESS

MEMORANDUM

TO: Mayor, City Manager, and City Council of the City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: Katherine Rhyne Petersen, DMD, PA, (Dr. Kasey Petersen) proposed lease of MHMC rental space at 410 E. Central Ave.

DATE: December 9, 2021

Katherine Rhyne Petersen, DMD, PA, previously submitted a letter of intent to the City Council with a proposal to lease approximately 2,800 square feet of the 10,875 square feet of available space previously rented to CaroMont Health in the Municipal Complex. Council directed the City Attorney's office to work with the City Manager and Dr. Petersen to bring forward a proposed lease to review and discuss. At the November 8, 2021, regular meeting, the Council considered a proposed lease from Dr. Petersen and the Council also passed a resolution in accordance with NCGS 160A-272 directing that 30 days' notice be published in the newspaper that Council intends to authorize this lease as proposed.

As required by the statute, notice was published in the Gaston Gazette describing the terms of lease and the property to be leased and stating the Council's intent to authorize the proposed lease at the December 13, 2021, Council meeting. Therefore, the lease is before you again as previously proposed. The next step in order to proceed with this lease is for the Council to adopt a resolution authorizing the Mayor to execute this lease. I am asking that Council's resolution to authorize the Mayor to execute this lease also give the Mayor the authority to make non-substantive changes to the lease if required to finalize proper execution of the lease.

NORTH CAROLINA

GASTON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" and "Lease Agreement"), made and entered into this 13th day of December, 2021, by and between THE CITY OF MOUNT HOLLY, a North Carolina municipal corporation, ("Landlord"), and KATHERINE RHYNE PETERSEN, DMD, PA, a North Carolina professional corporation, ("Tenant");

WITNESSETH:

THAT, WHEREAS, Tenant has offered to lease and Landlord has accepted said offer to Lease certain space within the bottom level of the Mount Holly Municipal Complex ("MHMC") as well as common areas, collectively referred to as the Premises, as defined herein; and,

WHEREAS, Landlord has determined that the use of the Premises is not necessary for use by Landlord for municipal functions during the term of this Lease; and,

WHEREAS, at least 30 days' public notice of Landlord's intent to authorize this Lease has been duly advertised in the Gaston Gazette on November 13, 2021, as required by N.C. Gen. Stat. § 160A-272, and Landlord authorized this Lease by resolution of its City Council on December 13, 2021; and,

WHEREAS, Tenant intends to cause certain upfits and improvements to be made to the Premises that will inure to the mutual benefit of Tenant and Landlord.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties do hereby agree as follows:

1. Property: The "MHMC" means the approximately 53,325 square foot Mount Holly Municipal Complex located at 400 East Central Avenue in the City of Mount Holly, State of North Carolina. The "Land" means the real property upon which the MHMC is situated, as more particularly described in Deed Book 3751, Page 940, Gaston County Public Registry, and known locally as tax PID # 123397. The "Property" means, collectively, the Land, the MHMC, the Premises (as defined below), and all other improvements located therein.

2. Premises: Approximately 2,800 rentable square feet of space located in the MHMC known as "Rental Suite C" with a mailing address of 410 East Central Avenue, as shown on the Site Plan attached hereto as Exhibit A and incorporated herein by reference, including the right to use in common with others the Common Area in accordance with the policies and uses established from time to time by Landlord's City Council. The "Common Area" means, collectively, those areas and facilities on the Property that are for the use of the public or are otherwise specifically designated in this Lease Agreement

for use by Tenant, including but not limited to the lobby and lobby restrooms adjacent to Rental Suite A (also located within the bottom level of the MHMC), the parking areas; garbage collection and pickup areas; landscaped areas; sidewalks; loading dock, shipping and receiving area and adjacent areas; and the Grand Hall (including the use of the elevator and stairs from the premises leading to the Grand Hall, but access to the Grand Hall and use of the Grand Hall is the same as members of the public generally and is only during business hours of the MHMC (i.e. from 8:00 a.m. - 5:00 p.m., Monday-Friday)). Tenant's hours of operation will be from 7:00 a.m. - 6:00 p.m., Monday-Friday, unless otherwise agreed to, or tenant may operate outside of regular hours to meet with a patient on an emergency basis. Landlord and Tenant shall reasonably cooperate with each other in connection with their respective uses of the Common Areas so as not to unreasonably interfere with the other party's use and enjoyment of the Common Areas and Tenant's use and enjoyment of the Premises. Notwithstanding anything contained in this Lease Agreement to the contrary, Landlord shall provide Tenant with advance written notice of any proposed changes or additions to the Common Area that might materially affect Tenant's use of the Common Area for Tenant's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Lease: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

4. Lease Term: This Lease Agreement shall commence on January 1, 2022 (the "Commencement Date"). The term of this Lease Agreement (the "Lease Term") shall be for a period of ten (10) years from and after the Commencement Date. The last day of the Lease Term is the "Termination Date." Landlord and Tenant understand, acknowledge and agree that this Lease does not provide for any renewal or extension of the Lease Term, and that there is no right to holdover after the expiration of the Lease Term. Provided that Tenant is not then in default of any of the terms of this Lease and the Lease is not otherwise terminated, Landlord and Tenant agree that they will begin discussions regarding the terms and conditions of a possible new lease agreement at least six (6) months prior to the expiration of the Lease Term.

5. Tenant Upfit:
   (a) Landlord shall deliver the Premises to Tenant "as is" on the Commencement Date and Landlord shall not perform any upfits of the Premises. Tenant agrees to upfit the Premises in a first-class manner as Tenant deems necessary in its reasonable discretion for its use of the Premises, substantially in accordance with the Upfit Plans as defined below, and the Landlord will reasonably cooperate with the Tenant in connection with such upfit (the "Upfit Improvements"). The parties understand, acknowledge and agree that the Upfit Improvements will improve the value of the Premises and that the Upfit Improvements will have residual value at the time the Lease Term expires or this Lease Agreement is otherwise terminated. That portion of the Upfit Improvements comprised of fixtures shall remain with the Premises upon the expiration or earlier termination of this Lease, the value of which shall inure to the benefit of Landlord. All fixtures, upfits, alterations, additions or other improvements to the Premises installed or constructed by Tenant shall become a part of the Premises and Landlord's property, excluding trade fixtures, equipment

specifically designed, installed or used solely in connection with the Tenant's intended use of the Premises as described above, and inventory and personal property of Tenant, which shall not constitute or be deemed to constitute fixtures and which shall remain the property of Tenant (collectively, "Tenant's Retained Assets"). Tenant's Retained Assets shall not constitute or be deemed to constitute Upfit Improvements and shall not be included in the Upfit Costs (as defined below) for purposes of this Lease. Tenant's Retained Assets (but not the Upfit Improvements) shall be removed from the Premises on or before the Termination Date or within 30 days of any notice of earlier termination of this Lease; provided, however, that Tenant's obligations for payment of Rent shall continue through and including the date upon which such removal has been completed. Tenant shall repair all damages resulting from the removal of any such property of Tenant and shall restore the Premises to the condition the same was in prior to such removal, reasonable wear and tear excepted.

(b) Tenant shall be solely responsible for the payment of all costs of constructing the Upfit Improvements (collectively, the "Upfit Costs"). Landlord shall have reasonable advance approval rights (not to be unreasonably withheld or conditioned) with respect to (a) the architect, contractor, and any replacement or substitute architect or contractor that Tenant intends to use in respect to the Upfit Improvements, and (b) the architectural drawings, plans and specifications, schematics and construction plans and drawings (collectively, the "Upfit Plans," a copy of which shall be delivered by Tenant to Landlord) of the proposed Upfit Improvements that Tenant intends to construct upon the Premises. Landlord shall notify Tenant that Landlord either approves or denies approval with respect to items (a) and (b) within 15 days after receiving those items from Tenant or receiving such supplemental information with respect to Tenant's Upfit Plans as may be reasonably and promptly requested by Landlord. Within thirty (30) days after the completion of the Upfit Improvements, Tenant shall deliver to Landlord a copy of the "as-built" plans for the Upfit Improvements.

(c) Within thirty (30) days after the completion of the Upfit Improvements, Tenant shall provide Landlord with a detailed accounting of all Upfit Costs. Landlord shall reimburse Tenant the actual costs of labor and materials of construction of Upfit Improvements (not including "soft costs" such as architectural, engineering, or permitting fees) up to a maximum reimbursement of $75,000.00 or the total Upfit Costs, whichever is less.

6. Rent: The first payment of Rent (as defined below) shall be due on October 1, 2022, (the "Rental Commencement Date"). After the Rental Commencement Date, Tenant shall pay Landlord Rent monthly in advance on the first day of each month. During the initial three (3) months from the Rental Commencement Date, the rental ("Rent") shall be $4,783.33 per month. Thereafter, the rental shall be as follows:

2nd year: January 1, 2023, to December 31, 2023, the annual rental shall be $59,122.00, payable in equal, consecutive monthly payments.

3rd year: January 1, 2024, to December 31, 2024, the annual rental shall be

$60,895.66, payable in equal, consecutive monthly payments.
4th year: January 1, 2025, to December 31, 2025, the annual rental shall be $62,722.53, payable in equal, consecutive monthly payments.
5th year: January 1, 2026, to December 31, 2026, the annual rental shall be $64,604.21, payable in equal, consecutive monthly payments.
6th year: January 1, 2027, to December 31, 2027, the annual rental shall be $66,542.34, payable in equal, consecutive monthly payments.
7th year: January 1, 2028, to December 31, 2028, the annual rental shall be $68,538.61, payable in equal, consecutive monthly payments.
8th year: January 1, 2029, to December 31, 2029, the annual rental shall be $70,594.77, payable in equal, consecutive monthly payments.
9th year: January 1, 2030, to December 31, 2030, the annual rental shall be $72,712.61, payable in equal, consecutive monthly payments.
10th year: January 1, 2031, to December 31, 2031, the annual rental shall be $74,893.99, payable in equal, consecutive monthly payments.

7. Deposit: Simultaneously with the execution of this Lease, Tenant shall pay to Landlord a security deposit in the sum of $4,783.33 as security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of this Lease upon the Tenant's part to be performed. Tenant shall not take possession of Premises until it has paid in full the security deposit. Upon the expiration of the Lease, Landlord will return the deposit to Tenant without interest, after deducting any amounts of unpaid rents and deducting amounts reasonably necessary to cure any other defaults of Tenant.

8. Personal guaranty: Simultaneously with the execution of this Lease, Tenant shall cause Katherine Rhyne Petersen to sign personal guarantees of the performance of all of the conditions of this Lease Agreement, including the payment of rent, for the Lease Term of ten years.

9. Utilities: Landlord shall be responsible for the payment of electric, water, and sewer utilities for the Property, including the Common Areas, excluding the Premises. Tenant shall be responsible to meter the Premises and for the payment of electric, water, sewer, and all other utilities required by the Tenant.

10. Sales, Use, and Personal Property Taxes: Tenant agrees to pay any and all sales, use, business personal property, or other taxes that may be legally due and owing to any governmental agency.

11. Inspection: Landlord may cause the Premises to be inspected at any time upon not less than twenty-four (24) hours' notice to Tenant, except in the case of emergency.

12. Parking: Landlord reserves the parking lot immediately adjacent to the southerly side of the MHMC and located next to the entrance to the Police Department ("Landlord Parking Spaces"), for the exclusive use of Landlord, its employees, agents and invitees. Tenant, its employees, agents and invitees, shall have the same right as does the general public to use any and all other parking spaces at the MHMC that are not otherwise restricted by this Lease Agreement or by signage.

13. Signage: Tenant is permitted to install an exterior sign on the MHMC in compliance with the Sign Ordinance of the City Code of the City of Mount Holly in substantially the same form and design as depicted on Exhibit B attached hereto and incorporated herein by this reference.

14. Maintenance/Insurance:

(a) Landlord shall keep in good repair and replace as needed the structural elements (excluding the HVAC and other systems of the Premises), exterior surfaces, the roof and the Common Areas of the MHMC and the Premises. All such repairs and replacements by Landlord shall be performed promptly and diligently. Landlord's repair and replacement obligations shall exclude reasonable wear and tear and damage caused by the acts, negligence, or omission of Tenant or any of Tenant's agents, invitees, employees, representatives or contractors, the repair costs for all such damage (but not reasonable wear and tear) to be borne solely by Tenant. Landlord shall provide janitorial and cleaning services for the Common Areas, including the restrooms, and shall provide window washing, exterminating, landscaping, snow removal, and all other reasonable and necessary services for the Common Area. Tenant shall keep in good repair and replace as needed, all interior, non-structural portions of the Premises, including but not limited to the Upfit Improvements, as well as the HVAC and other systems of the Premises. All such repairs and replacements by Tenant shall be performed promptly and diligently. Tenant's repair, replacement and maintenance obligations shall exclude reasonable wear and tear, damage caused by casualty and damage caused by the act, negligence or omission of Landlord or any of Landlord's agents, invitees, employees, representatives or contractors, the repair costs for all such damage (but not reasonable wear and tear) to be borne solely by Landlord. The property manager and contact person for any maintenance or other needs of Tenant with respect to this Lease Agreement and Premises shall be the City Manager or Assistant City Manager of Mount Holly or their designee, who shall be an employee of Landlord. Landlord shall retain the right at all times upon reasonable notice to access the cabling contained in the ceiling above the Premises for purposes of repair and replacement so long as such repair and replacement activities do not unreasonably interfere with the conduct of Tenant's business within the Premises. Landlord will provide roll out containers at the same costs as are provided to other business customers in the City.

(b) Each party indemnifies and holds harmless the other party from any claim of loss or damage resulting in personal injury, death, or damage to personal property, including attorneys' fees and court costs, which may arise from the negligence or willful misconduct of the indemnifying party, its agents, employees, and invitees, in connection with use of the Premises or otherwise related to the terms of this Lease Agreement. The indemnification provision of this Lease Agreement shall only be to the extent allowed by law and shall survive the termination of this Lease or the term of the Lease.

(c) Landlord shall, at Landlord's expense, maintain in effect during the entire Lease Term (a) a policy of insurance covering the MHMC (including the Premises) and all

improvements (including leasehold improvements) installed from time to time in the MHMC (including the Premises) in an amount not less than 100% of the full replacement cost thereof, providing protection against perils covered in the ISO "Causes of Loss – Special Form" and loss of rental income insurance, with earthquake coverage and terrorism insurance if required by any Federal, state, county, city or local authority, and such property insurance shall be "primary" and (b) commercial general liability insurance, insuring against liability for injury to or death of persons and loss or damage to property occurring in or on the Common Area and all other portions of the MHMC (other than the Premises), and with Tenant named as an additional insured thereunder, which liability insurance shall have limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and with a general aggregate limit of not less than Two Million Dollars ($2,000,000.00). Tenant shall, at Tenant's expense, maintain in effect during the entire Lease Term commercial general liability insurance, insuring against liability for injury to or death of persons and loss or damage to property occurring in or on the Premises and resulting from Tenant's use and occupancy of the Premises, and with Landlord named as an additional insured thereunder, which policy shall be primary and non-contributory, and which liability insurance shall have limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and with a general aggregate limit of not less than Two Million Dollars ($2,000,000.00). Landlord shall not be required to insure any of Tenant's Personal Property, but Tenant may insure Tenant's Personal Property at Tenant's expense and any such personal property insurance shall be "primary." Tenant assumes all risk and responsibility in connection with the safekeeping of all its equipment and personal property left on the Premises and furthermore holds the Landlord harmless for any damages of whatever nature occurring to said property while it is located on the Premises. In addition, during Tenant's construction of the Upfit Improvements, Tenant shall maintain (or cause Tenant's contractor to maintain) builders risk insurance with such coverages and limits as Tenant and/or Tenant's contractor shall determine in their reasonable business judgment. Each party agrees to deliver a certificate of insurance to the other party upon demand therefor. Notwithstanding anything to the contrary contained in this Section 14, each party's obligation to carry insurance may be satisfied by coverage under a so-called blanket policy or policies of insurance. Tenant's policy shall be endorsed as necessary to require the insurer to provide thirty (30) days' notice to Landlord prior to cancellation of coverage.

15. Assignment/Subletting:

(a) Tenant shall not assign or in any manner transfer the Lease Agreement or sublet the Premises, or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises (a "Transfer") to a third party ("Transferee"), except by written consent of Landlord in its sole discretion, or as provided herein:

(b) Should Tenant intend to assign the Lease or sublet the Premises, then Tenant shall deliver written notice thereof to Landlord at least sixty (60) days prior to the proposed Transfer setting forth the particulars of such assignment or sublease, including the name of the Transferee, the relationship between the Tenant and Transferee, the proposed uses of the Premises by Transferee, and a statement by Transferee agreeing to abide by the terms and conditions of the Lease Agreement.

(c) If the notice prescribed by subparagraph (b) above demonstrates that the proposed Transferee is: a successor by merger with Tenant or a new entity resulting from consolidation of Tenant into a new entity; an entity which has acquired a substantial ownership interest in Tenant (i.e., acquires at least 50% of the common stock or membership interest in Tenant); or any entity that controls Tenant, is controlled by Tenant, or is in common control with Tenant; and that Transferee's proposed uses of the Premises will conform to the permitted uses in Section 16, then Landlord will automatically be deemed to have consented to the proposed Transfer. Notwithstanding the foregoing or anything to the contrary contained in the Lease Agreement, Tenant shall not be required to obtain Landlord's consent or approval with respect to, and Landlord shall have no right to delay, alter or impede, any of the foregoing transactions or combinations thereof.

16. Use/Exclusive Use:

(a) Use: The Premises are a portion of the MHMC, which is a unique multi-functional facility providing space for municipal offices, as well as a central community gathering place including space for meeting rooms, weddings, recreation, children's activities, special events of all manner, and art and history education and displays. Because of the general uses of the MHMC, Landlord is especially and justifiably interested in ensuring that the uses of the Premises are compatible and in harmony with the overall purpose and character of the MHMC. Tenant may use and occupy the Premises for a dental office ("Permitted Use").

(b) Exclusive Use: During the Lease Term, as the same may be amended and extended from time to time, and provided that Tenant is not in default under the provisions of this Lease and has failed to cure said default as set forth therein, then no portion of the MHMC other than the Premises shall be used or occupied for dental office use, nor shall Landlord lease or permit the occupancy of any space within the MHMC to or by a competitor of Tenant in the field of dentistry or that is reasonably calculated to compete with or unreasonably interfere with Tenant's Permitted Uses. Nothing contained herein shall prevent or restrict Landlord from allowing healthcare providers to utilize City facilities in accordance with policies adopted from time to time by the City Council for use of City facilities by the general public.

17. Dedicated Access: Tenant shall have separate, dedicated access to the Premises through all existing points of entry along East Central Avenue adjacent to the Rental Suite C so that Tenant has the ability to enter, occupy and use the Premises at all times, including such times as the remainder of the MHMC is not open to the public. The Grand Hall shall not be used for access to the Premises after normal City offices hours except with prior consent by Landlord. Tenant shall have the right to install a controlled access system for Rental Suite C, but shall coordinate with the police and fire departments to provide access in the event of an emergency and shall not do anything which would exclude others from the Common Areas. The general public shall not use the Premises as a thoroughfare for access to the remainder of the MHMC or the Grand Hall.

18. No Interference During Construction. During the period in which Tenant's Upfit Improvements are being constructed, and any period during which Landlord is constructing any improvements to or within the MHMC, Tenant or Landlord, as

applicable, shall ensure that its contractors, subcontractors, agents and employees do not unreasonably interfere with the conduct of the other party's business. Provided, further, that during Council meetings for the City, weddings, and other special events conducted in the Grand Hall, Tenant shall ensure that no construction activities are conducted in the Premises or in connection with the Upfit Improvements. Landlord agrees to provide Tenant with written notice of any such meetings or special events at least fourteen (14) days in advance thereof; however, notice is hereby given that the City Council has two (2) regular meetings per month; one on the second Monday at 7:00 PM, and one on the fourth Monday at 6:30 PM, each month, and no further notice of these regular meetings will be required.

19. Compliance with Laws: Tenant shall comply with all applicable codes, laws, rules and regulations affecting Tenant's Use of the Premises or alterations specifically performed by Tenant, including but not limited to construction of the Upfit Improvements. Landlord shall comply with all applicable codes, laws, rules and regulations in connection with its obligations under this Lease with respect to the Premises and the MHMC, including but not limited to any repair obligations.

20. Alterations: Tenant shall not make any material alterations to the Premises or any alterations that materially and adversely affect the structural integrity of the Premises or that materially and adversely affect the exterior, signs and/or utility lines or systems serving the Premises without Landlord's prior written consent (which consent shall not be unreasonably denied, withheld, conditioned or delayed); but after Tenant has complied with the provisions in Section 5 above, Landlord's further consent will not be required for Tenant's construction of any of the Upfit Improvements. All alterations performed by Tenant shall be performed in a good and workmanlike, "lien-free" manner in all material respects and in compliance with applicable governmental laws in all material respects. In connection with any alterations that require Landlord's prior written consent, Landlord shall also have reasonable advance approval rights (as provided in Section 5 above) with respect to the architect and contractor(s) Tenant intends to use. Any alterations to the Premises that are approved by the Landlord that are not Tenant's Retained Assets may remain in the Premises upon the expiration or termination of this Lease Agreement and do not need to be removed by the Tenant.

21. Authority: Apart from the City Council of Mount Holly and subject to the requirements of N.C. Gen. Stat. § 160A-272, no other party's consent is needed for Landlord to execute this Lease Agreement.

22. Brokers: Landlord and Tenant each represents and warrants to the other that neither of them has employed or dealt with any broker, real estate agent, consultant or finder, except Carr Healthcare Realty ("Carr") represents Tenant and Coldwell Banker Commercial MECA ("CBC MECA") represents Landlord in connection with this Lease Agreement. In connection with this Lease Agreement, Landlord shall pay CBC MECA a leasing commission pursuant to the terms of a separate written agreement between Landlord and CBC MECA and CBC MECA shall pay Carr a leasing commission pursuant to the terms of a separate written agreement between CBC MECA and Carr. Each of Landlord and

Tenant hereby agrees to indemnify, protect and hold harmless the other from and against all claims, obligations or liabilities arising out of or from any other broker, real estate agent, consultant or finder claiming through them.

23. Offensive Noises and Odors: Landlord and Tenant shall each ensure that the businesses that each respectively conducts within the MHMC and the Premises shall not create any noises or odors that are offensive to persons of ordinary sensitivity in the context of a business environment.

24. Casualty: Tenant shall promptly notify Landlord of any fire or other casualty to the Premises or to the extent it knows of damage, to the Common Areas. In the event the Premises or any substantial part of the Common Areas are wholly or partially damaged or destroyed by fire or other casualty which is covered by Landlord's insurance, Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless such damage or destruction is incapable of repair or restoration within one hundred eighty (180) days, in which event Landlord may, at Landlord's option and by written notice given to Tenant within sixty (60) days of such damage or destruction, declare this Lease terminated as of the happening of such damage or destruction. If in Landlord's sole opinion the net insurance proceeds recovered by reason of the damage or destruction will not be adequate to complete the restoration of the Premises, Landlord shall have the right to terminate this Lease and all unaccrued obligations of the parties hereto by sending a notice of such termination to Tenant. To the extent after fire or other casualty that Tenant shall be deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, providing Tenant did not deliberately cause the fire or other casualty, Tenant shall be relieved of the same ratable portion of the Rent hereunder as the amount of damaged or useless space in the Premises bears to the square footage of the Premises until such time as the Premises may be restored. Landlord shall reasonably determine the amount of damaged or useless space and the square footage of the Premises referenced in the prior sentence. In connection with any such fire or other casualty, in the event the Premises are rendered inadequate to enable Tenant to carry on its business to substantially the same extent as prior to such damage, providing Tenant did not deliberately cause the fire or other casualty and notwithstanding anything in this Section 24 to the contrary, Tenant may, by written notice to Landlord within sixty (60) days of the occurrence, declare this Lease terminated as of the happening of such damage or destruction.

25. Termination:

(a) In the event that either party shall fail to perform, keep and observe any of the terms, covenants, and conditions herein contained on its part to be performed and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default or condition, the party not in default may declare this Lease terminated and canceled and:

(i) In the case of Landlord, Landlord may take possession of the Premises without prejudice to any other legal remedy it might have on account of default.

(ii) In the case of Tenant, Tenant may vacate the Property without prejudice to any other legal remedy it may have on account thereof.

(b) Provided that Tenant is not then in default of any of the material terms of this Lease and the Lease is not otherwise terminated, then beginning January 1, 2025, Tenant shall have the option to terminate this Lease with or without cause by giving thirty (30) days' written notice and paying a lump sum payment in the amount of three (3) months' Rent as well as any accrued and unpaid Rent to Landlord.

26. Notices: Any and all notices required hereunder or under this Lease Agreement shall be in writing and shall be deemed to have been properly given and received on (a) the date delivered in person; (b) (i) the next business day if deposited in the United States mail, registered or certified, return receipt requested, or (b) (ii) the next business day if deposited with a nationally recognized courier service for next business day delivery to the addresses set out below as to Landlord and Tenant, or at such other addresses as specified by written notice delivered in accordance herewith; or (c) the date of delivery by email, so long as a hard copy of the notice is also forwarded to the other party no later than the next business day by one of the methods stated in (a), (b)(i) or (b)(ii) of this Section 26. If any deadline, expiration date or end of a time period prescribed by this Lease Agreement falls on a Saturday, Sunday or federal or state-recognized holiday, then that deadline, date or time period will be extended to the next business day.

Landlord's Notice Address shall be as follows:
Miles Braswell, City Manager
City of Mount Holly
P.O. Box 406 (400 E. Central Ave.)
Mount Holly, NC 28120
Email: miles.braswell@mtholly.us

With a copy to:
Marie M. Anders, Esq.
Michael, Elting, & Anders, PLLC
124 W. Catawba Ave.
Mount Holly, NC 28120
Email: office@mounthollylaw.com

Tenant's Notice Address shall be as follows:
Kasey Petersen, DDS
410 East Central Avenue
Mount Holly, NC 28120
Email:

With a copy to:
Kasey Petersen

27. Memorandum of Lease Agreement: Upon request of either Landlord or Tenant contemporaneously with or subsequent to execution of this Lease Agreement, the parties hereto shall execute a memorandum of lease in recordable form setting forth such provisions hereof (other than the Rent and other sums due) as either party may wish to incorporate. Such memorandum of lease shall contain a statement that it automatically terminates and the Premises is released from any effect thereby as of a specific date to be stated in the memorandum. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

28. Waivers: It is agreed between the parties that no waiver of any term or condition of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition.

29. Amendments: Any and all amendments to this Lease must be in writing signed by Tenant and Landlord.

30. Binding Nature of Lease: This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns, subject to the terms herein.

31. Severability: In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions, hereof shall remain in the full force and effect, and be binding upon the parties hereto.

32. Applicable Law: This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina. Any legal action regarding the enforcement of this Agreement must be filed in the appropriate Court in Gaston County, State of North Carolina, having jurisdiction in the matter.

33. Integrated Contract: Neither party has made any representation or promise, except as contained herein, or in come further writing signed by the party making such representation or promise.

34. Counterparts: This agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

35. Miscellaneous: The headings and captions in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement.

IN WITNESS WHEREOF, this Lease Agreement is executed in duplicate originals the day and year first above written, by authority duly given.

LANDLORD:
CITY OF MOUNT HOLLY

By: _____ (SEAL)
Bryan M. Hough, Mayor

Attest:

_____
Amy Miller, City Clerk

TENANT:
KATHERINE RHYNE PETERSEN, DMD, PA

By: _____ (SEAL)
Katherine Rhyne Petersen, DMD, President

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

_____
Finance Officer

Date:_____

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

I, _____, a Notary Public in and for said County and State, do hereby certify that Amy Miller personally came before me this day and acknowledged that he/she is City Clerk of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by Bryan M. Hough as its Mayor, sealed with its corporate seal, and attested by Amy Miller as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20___.

_____

Notary Public

My commission expires: _____

(seal)

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF _____

I, _____, a Notary Public in and for _____ County and said State, do hereby certify that Katherine Rhyne Petersen personally came before me this day and acknowledged that she is President of KATHERINE RHYNE PETERSEN, DMD, PA, a NC professional corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her on behalf of the said corporation.

Witness my hand and notarial seal, this _____ day of _____, 20____.

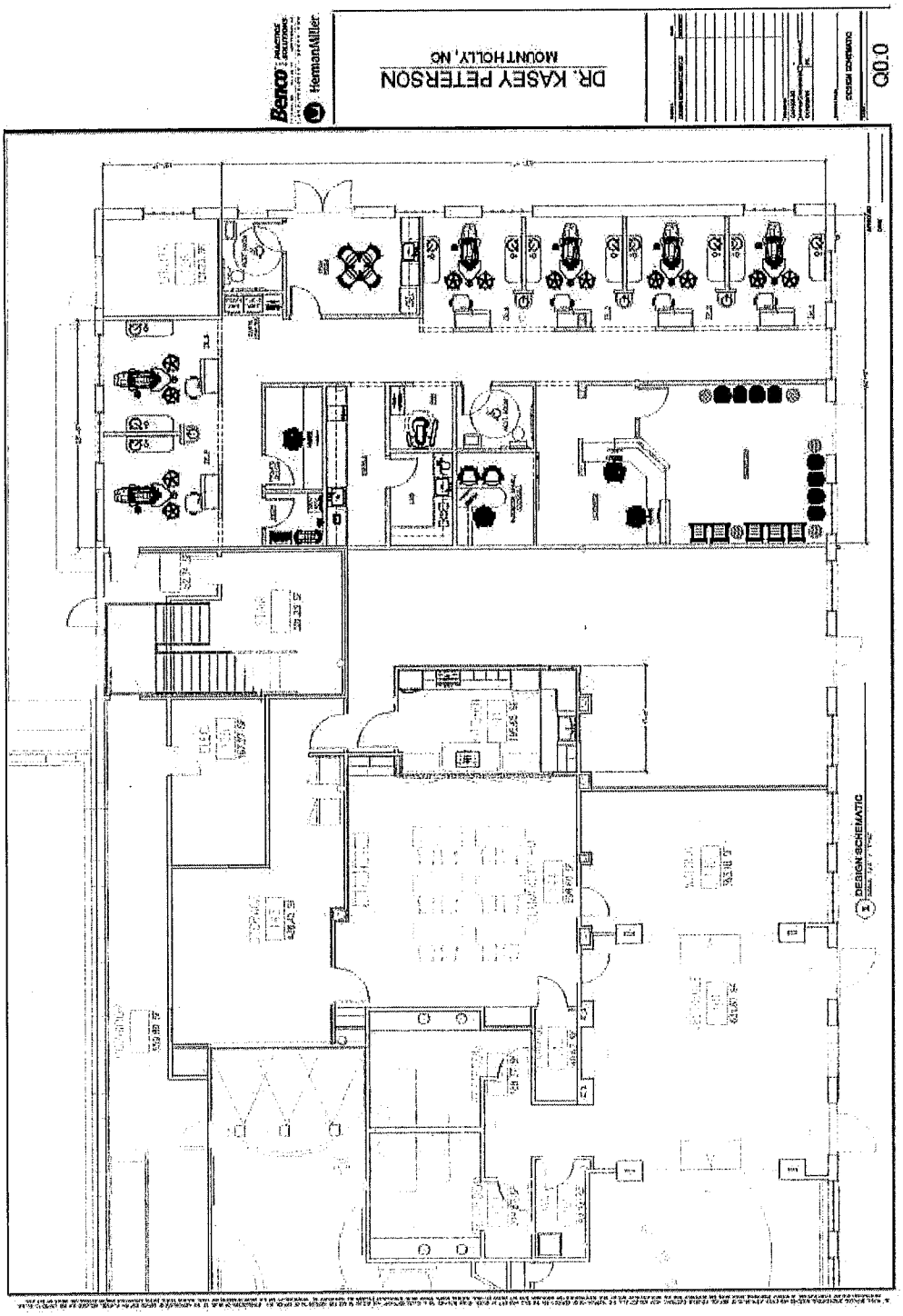
_____

Notary Public

My commission expires: _____

(seal)

EXHIBIT A
SITE PLAN OF PREMISES



COLDWELL BANKER COMMERCIAL
MECA

COLDWELL BANKER COMMERCIAL
MECA
100 North Main Street
Belmont, NC 28012
(704) 266-5040

Signage Exhibit for Dr. Kacey Petersen Lease
East Central Avenue Mount Holly, NC

1. All signage will be installed at the tenant's expense.
2. All signage will comply with local codes and city ordinances.
3. The City will retain the right to review and approve all signage prior to installation but will not unreasonably withhold approval.

NEW BUSINESS

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	December 8, 2021
From:	Jonathan Wilson, Deputy Utilities Director	**Meeting Date:**	December 13, 2021

Agenda Item to be considered:

Approval of Old Hickory Grove Road Water Main Improvements Project and accept the low bidder. Approval to fund this project utilizing ARPA funds.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

On Tuesday, October 26, 2021 the City of Mount Holly advertised the Old Hickory Grove Road Water Main Improvement Project with a bid date of November 17, 2021. The City received six bids for this project. The two lowest bidders being:

Company	Base Bid	15% Contingency (excluding Mobilization)	Total Bid
Classic City Mechanical Inc.	$1,350,932.00	$196,759.80	$1,547,691.80
Fuller & Co. Construction LLC	$1,542,411.56	$231,361.73	$1,773,773.29

In addition to the total bid price from Classic City Mechanical Inc. there are other services that are currently and will need to take place for this project. Those services are construction administration, construction observation and testing. These additional services have been quoted at $17,000.00 from the design engineer, Armstrong Glen. Additionally, Staff recommends an overall project contingency in the amount of $232,153.77 (15% of construction total). This will print the overall project total to $1,796,845.57.

Fiscal Impact:

Will Item affect current budget	☒ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☒ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☒ YES	☐ NO	☐ N/A
Budget Transfer required	☒ YES	☐ NO	☐ N/A
Total City Dollars:	$ 1,796,845.57		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation: Approval to award the Old Hickory Grove Road Water Main Improvement Project to Classic City Mechanical Inc. at $1,547,691.80. Additionally, approve the utilization of ARPA funding to fund this entire project for a total amount of $1,796,845.57

Result of City Council Decision: _____

Attachments:

1. ***Bid Tabulation***
2.

City of Mount Holly
Old Hickory Grove Road Water Main Improvements
Bid Date: November 17, 2021

Bid Opening

Bidder	Bid Amount
State Utility Contractors	$ 2,274,581.00
Fuller & Co Construction	$ 1,773,773.29
Sanders Utility Construction	$ 2,168,848.50
Buckeye Bridge	$ 1,929,555.40
RNF Construction	$ 2,199,632.85
Classic city mechanical	$ 1,547,691.80

OTHER BUSINESS

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	December 9, 2021
From:	Amy Miller, City Clerk	**Meeting Date:**	December 13, 2021

Agenda Item to be considered: Mayoral Appointments

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : After each election the Mayor reviews the Mayoral Committees and Appointments and make the appropriate changes.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☐ N/A
Budget Transfer required	☐ YES	☐ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1.

REPORTS

Mount Holly Parks & Recreation

Monthly Report- November 2021

Senior Citizen Activity Group- The Sole Patrol met 18 days during the month of November. The total attendance was 263, with 36 different members attending. Their activities included walking, corn hole, and shuffleboard. They also had a Thanksgiving luncheon.

Fitness Center- The Fitness Center was open 19 days throughout November. The total attendance was 91, with 19 different members attending.

Athletics-

Youth flag football games were played throughout the month of November. We have 14 teams across the three age groups (7-9), (10-12), and (13-15)

Free-play basketball for youth is open at the Old Gym on Mondays-Thursdays after school, and adult free-play basketball is available at the Tuck Center. We have been averaging 13 participants for both sessions

Free-play pickleball was held Tuesdays and Thursdays from 1-3pm at the Tuckaseege Community Center. We had a total of 16 visits by 7 different players.

Free-play adult volleyball is offered on Wednesday evenings at the Tuckaseege Community Center. We have had 24 total visits by 19 different players.

Rentals & Special Events- The Tuckaseege Community Center was rented two times, while the Tuckaseege Park and River Street Park shelters were rented four times during the month of November. The estimated attendance was 210 people.

News & Notes-

Registration for youth spring sports will begin in January.

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2021 - 11/30/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
120 - Robbery	0	1	0	0	0	0	0	2	0	2	2	1
13A - Aggravated Assault	0	1	0	0	0	0	0	3	0	3	3	2
13B - Simple Assault	2	1	0	0	0	0	0	9	1	9	8	5
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	0	4	0	4	4	4
23C - Shoplifting	0	0	0	0	0	0	0	1	0	1	1	1
23G - Theft of Motor Vehicle Parts or Accessories	0	0	0	0	0	0	0	1	0	1	1	1
23H - All Other Larceny	1	4	0	0	0	0	0	13	0	13	13	8
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	1	0	1	1	1
250 - Counterfeiting/Forgery	0	0	0	0	0	0	0	1	0	1	1	1
26A - False Pretenses/Swindle/Confidence Game	0	0	0	0	0	0	0	2	0	2	2	2
26B - Credit Card/Automatic Teller Machine Fraud	0	3	0	0	0	0	0	5	0	5	5	2
26F - Identity Theft	1	2	0	0	0	0	0	8	2	8	6	3
290 - Destruction/Damage/Vandalism of Property	1	1	0	0	0	0	0	6	0	6	6	4
35A - Drug/Narcotic Violations	10	0	0	0	0	0	0	15	0	15	15	5
35B - Drug Equipment Violations	3	0	0	0	0	0	0	5	0	5	5	2
520 - Weapon Law Violations	0	0	0	0	0	0	0	1	0	1	1	1
90C - Disorderly Conduct	0	0	0	0	0	0	0	1	0	1	1	1
90D - Driving Under the Influence	1	0	0	0	0	0	0	2	0	2	2	1
90F - Family Offenses, Nonviolent	0	0	0	0	0	0	0	1	0	1	1	1
90J - Trespass of Real Property	2	0	0	0	0	0	0	2	0	2	2	0
90Z - All Other Offenses	7	0	0	0	0	0	0	9	0	9	9	2
90Z.01 - Traffic Violations	10	0	0	0	0	0	0	17	0	17	17	7

Date: 12/08/2021 -- Time: 15:17

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2021 - 11/30/2021)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
90Z.03 - Court Violations	5	0	0	0	0	0	0	5	0	5	5	0
90Z.05 - Found Property	0	0	0	0	0	0	0	2	0	2	2	2
90Z.06 - Involuntary Commitment	2	0	0	0	0	0	0	3	1	3	2	0
90Z.08 - Escape from Custody or Resist Arrest (Non Assaultive)	0	0	0	0	0	0	0	1	0	1	1	1
90Z.09 - City Ordinance Violations	0	1	0	0	0	0	0	1	0	1	1	0
90Z.11 - Call For Service	1	3	0	0	0	0	0	10	3	10	7	3
90Z.13 - B&E to Motor Vehicle	0	0	0	0	0	0	0	6	0	6	6	6
90Z.14 - Larceny after B&E	0	0	0	0	0	0	0	1	0	1	1	1
90Z.15 - Damage to Property <$500.00	0	1	0	0	0	0	0	6	0	6	6	5
Totals:	**46**	**18**	**0**	**0**	**0**	**0**	**0**	**144**	**7**	**144**	**137**	**73**

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(11/01/2021 - 11/30/2021)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian Male:	White Female:	Black Female:	Indian Female:	Asian Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13B - Simple Assault	2	2	0	0	0	0	0	0	0	4	2	1	4
220 - Burglary/Breaking & Entering	0	1	0	0	0	0	0	0	0	1	1	0	1
23H - All Other Larceny	1	0	0	0	0	0	0	0	0	1	1	0	1
280 - Stolen Property Offenses	1	0	0	0	0	0	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	1	0	0	0	0	0	0	0	0	1	0	1	1
520 - Weapon Law Violations	0	1	0	0	0	0	0	0	0	1	0	1	1
90C - Disorderly Conduct	1	0	0	0	0	0	0	0	0	1	1	0	1
90D - Driving Under the Influence	0	1	0	0	0	0	0	0	0	1	0	1	1
90Z - All Other Offenses	2	0	0	0	1	2	0	0	0	5	1	4	5
90Z.01 - Traffic Violations	0	1	0	0	0	0	0	0	0	1	1	0	1
90Z.03 - Court Violations	1	1	0	0	1	0	0	0	0	3	0	3	3
90Z.06 - Involuntary Commitment	1	0	0	0	1	0	0	0	0	2	2	0	2
90Z.13 - B&E to Motor Vehicle	16	0	0	0	0	0	0	0	0	16	16	0	16
Totals:	**26**	**7**	**0**	**0**	**3**	**2**	**0**	**0**	**0**	**38**	**26**	**11**	**38**

Date: 12/08/2021 -- Time: 15:17

Citation Totals by Charge

MOUNT HOLLY POLICE

(11/01/2021 - 11/30/2021)

Charge:	Number of Charges:
Speeding (Misdemeanor)	14
Speeding (Infraction)	48
No Operator License	5
Driving While License Revoked	11
Expired Registration	17
Inspection	1
Unsafe Movement	2
Failure To Stop (Stop Sign/Flashing Red Light)	2
Running Red Light	3
No Insurance	8
Other (Misdemeanor)	8
Other (Infraction)	13
Other (2nd Charge - Misdemeanor)	18
Other (2nd Charge - Infraction)	33
Total:	**183**

Mt Holly PD
400 E CENTRAL AV MT HOLLY , NC 28120

CFS By Department - All Departments By Date
11/1/2021 - 11/30/2021

MOUNT HOLLY COMMUNICATIONS	Count		Percent
ALARM B	1		50.00%
ALARM R	1		50.00%
Total Records For MOUNT HOLLY COMMUNICATIONS	2	Dept Calls/Total Calls	0.12%

MOUNT HOLLY POLICE	Count	Percent
ALARM B	26	1.53%
ALARM R	20	1.17%
ANIMAL COMPLAINT	2	0.12%
ASSAULT AL OCC	3	0.18%
ASSAULT IN PROG	1	0.06%
ASSIST CITY DEPARTMENT	2	0.12%
ASSIST FD/EMS	19	1.12%
ASSIST LE AGENCY	30	1.76%
ASSIST OTHER	3	0.18%
B & E OF BUSINESS IN PROGRESS	1	0.06%
B & E RES AL OCC	3	0.18%
B & E RES IN PROG	1	0.06%
B & E TO VEHICLE ALR OCC	6	0.35%
CHECK ROADWAY	5	0.29%
CHECK THE WELFARE	28	1.64%
CHILD ABUSE AL OCC	1	0.06%
CHILD CUSTODY	2	0.12%
CIVIL DISPUTE	11	0.65%
COMMUNICATING THREATS	8	0.47%
COUNTERFEIT MONEY	1	0.06%
COURT	14	0.82%
DAMAGE TO PROPERTY	15	0.88%
DISCHARGE FIREARM	4	0.23%
DISTURBANCE NATURE UNK	1	0.06%
DOMESTIC ARGUMENT	19	1.12%
DOMESTIC ASSAULT	8	0.47%
DRUGS	4	0.23%
FOLLOW UP INVESTIGATION	50	2.93%
FOUND PROPERTY	8	0.47%
FRAUD	11	0.65%
FUNERAL ESCORT	3	0.18%
HANGUP 911	4	0.23%
HARRASSMENT	1	0.06%
HIT & RUN PD	9	0.53%
HIT & RUN PI	1	0.06%
IDENTITY THEFT	6	0.35%
ILLEGAL DUMPING	1	0.06%

MOUNT HOLLY POLICE	Count	Percent
INFORMATION ONLY	31	1.82%
INTOXICATED DRIVER	4	0.23%
INTOXICATED PEDESTRIAN	4	0.23%
JUVENILE	17	1.00%
K9 DEPLOYMENT-VEHICLE SEARCH	1	0.06%
LARCENY AL OCC	20	1.17%
LARCENY FROM VEHICLE	1	0.06%
LARCENY IN PROG	1	0.06%
MENTAL COMMITMENT	5	0.29%
MISC CALL	2	0.12%
MISSING PERSON ADULT	1	0.06%
MISSING PERSON JUVENILE	1	0.06%
MV COLLISION PD	36	2.11%
MV COLLISION PI	6	0.35%
NOISE VIOLATION	17	1.00%
OBTAINING WARRANT	5	0.29%
OVERDOSE	2	0.12%
PARKING VIOL	6	0.35%
PERSONAL ESCORT	4	0.23%
PROWLER	10	0.59%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	2	0.12%
PUBLIC SERVICE CALL	23	1.35%
RADAR/TRAFFIC ENFORCEMENT	2	0.12%
ROAD RAGE	1	0.06%
SCHOOL PROGRAM	1	0.06%
SCHOOL RES OFFICER	11	0.65%
SCHOOL TRAFFIC	6	0.35%
SERVE WARRANT	7	0.41%
SHOOTING IN DWELLING	1	0.06%
SPECIAL ASSIGNMENT	20	1.17%
SPECIAL CHECK	700	41.08%
STALKING	1	0.06%
STOLEN VEHICLE AL OCC	1	0.06%
STRANDED MOTORIST	29	1.70%
SUBJECT WITH A GUN/WEAPON	1	0.06%
SUICIDAL SUBJECT	4	0.23%
SUSPICIOUS PERSON	37	2.17%
SUSPICIOUS VEH OCCUP	48	2.82%
SUSPICIOUS VEH UNOCCUP	49	2.88%
TRAFFIC OTHER	13	0.76%
TRAFFIC STOP	211	12.38%
TRESPASS	21	1.23%
UNAUTHORIZED USE OF CONVEYANCE	1	0.06%
VANDALISM AL OCC	2	0.12%
VERBAL ARGUMENT	6	0.35%
Total Records For MOUNT HOLLY POLICE	1704 Dept Calls/Total Calls	98.90%

No Units	Count	Percent

No Units	Count		Percent
ANIMAL COMPLAINT	1		5.88%
HANGUP 911	1		5.88%
INFORMATION ONLY	1		5.88%
INTOXICATED DRIVER	1		5.88%
K9 DEPLOYMENT-VEHICLE SEARCH	1		5.88%
SPECIAL CHECK	9		52.94%
SUSPICIOUS VEH UNOCCUP	1		5.88%
TRAFFIC STOP	2		11.76%
Total Records For No Units	17	Dept Calls/Total Calls	0.99%

Total Records 1723

PUBLIC WORKS REPORT

NOVEMBER	2021	2020	2019
Water			
Daily Average (mgd)	2.894	2.615	2.5203
Daily Maximum (mgd)	3.51	3.204	3.408
Daily Minimum (mgd)	2.441	2.241	2.226
Monthly Total (mg)	86.847	78.866	75.609
Customers			
Inside City Limits	6957	6659	6466
Outside City Limits	505	490	486
TOTAL	7462	7149	6952
Wastewater			
Daily Average (mgd)	2.268	2.453	2.404
Daily Maximum (mgd)	2.726	7.141	3.155
Daily Minimum (mgd)	1.636	1.12	1.795
Monthly Total Flow (mg)	68.037	73.578	72.113
American & Efird Total Flow (mg)	17.059	15.022	17.086
Customers			
Inside City Limits	6486	6221	6056
Outside City Limits	60	50	52
TOTAL	6546	6271	6108
Sanitation			
Number of Customers			
Residential	6040	5811	5584
Commercial / Industrial	151	155	153
Recycling	6123	5892	5686
Garbage Collected (tons)	462.97	485.14	521.48
General Yardwaste (tons)	42.45	81.23	50.1
Chipping (tons)	0	0	0
Leaves (tons)	120.5	134.5	78.5
Total Yardwaste (tons)	162.95	215.73	128.6
White Goods (tons)	0	0	0
Recycling (tons)	N/A	N/A	N/A