

**WILSON COUNTY BOARD OF COMMISSIONERS
MONDAY, MAY 1, 2023 – 7:00 PM
COMMISSIONERS' MEETING ROOM
MILLER ROAD OFFICE BUILDING**

AGENDA

1. CALL TO ORDER
2. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE led by Commissioner Hill
3. CONSIDERATION OF MINUTES
 - 3.A Consideration of the April 2023 Minutes
Approve as presented
[April 2023 BOC Minutes.docx](#)
4. RESOLUTIONS OF APPRECIATIONS
 - 4.A **Mr. Michael Cobb, EMS Director**, to present a proclamation recognizing May 21-27, 2023, as Emergency Medical Services Week for the Board's consideration.
Approve as presented
[EMS_Week_2023_Proclamation \(f\).docx](#)
 - 4.B **Dr. Kesha Howell, Senior Center Director**, to present a proclamation recognizing May 2023 as Older Americans Month for the Board's consideration.
Approve as presented
[Older Americans Month Proclamation 23.docx](#)
5. PUBLIC HEARINGS
6. PERSONAL APPEARANCES
 - 6.A **Dr. Kesha Howell, Senior Center Director**, to present the HCCBG budget recommendation for FY 2023-2024 for the Board's consideration.
Approve as presented
[commissioner's agenda \(FY 2023-2024\) HCCBG budget.docx](#)
 - 6.B **Dr. David Moody, JCPC Chair**, to present the Wilson County Juvenile Crime Prevention Council Executive Summary for FY 2023-2024 for the Board's consideration.
Approve as presented
[JCPC 2023-2024 Signed Exec Summary.pdf](#)
 - 6.C **Mr. Thomas Dienes, Green Engineering, PLLC and Mr. Ronnie Ford, Water Services Director**, to present the Capital Project Ordinances and Resolutions for the Buckhorn and Yank Road projects for the ARPA grant with the North Carolina Department of Environmental Quality, Division of Water Infrastructure grant for the Board's consideration.
Approve as presented
[Resolution - Yank Road BPS \(VUR-D-ARP-0038\).docx](#)
[Resolution - Buckhorn Extensions \(VUR-D-ARP-0064\).docx](#)
[Capital_Project_Ordinance_VUR-D-ARP-0064.docx](#)
[Capital_Project_Ordinance_VUR-D-ARP-0038.docx](#)
 - 6.D **Mr. Rob Holsten, Vice President of Academic Affairs, Wilson Community College**,

to present a report on successful funding for a workforce location at Wilson Community College for the Board's information.

No Action Required

- 6.E **Mr. Michael Cobb, EMS Director**, to present a multi-year contract with Airgas for the Board's consideration.
Approve as presented
[Airgas Contract.pdf](#)
- 6.F **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Refresco for the Board's consideration.
Approve as presented
[Refresco Economic Incentive Appropriation 23.docx](#)
- 6.G **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive payment for Barnes Metal Crafters for the Board's consideration.
Approve as presented
[Barnes Metalcrafters Economic Incentive Resolution 23.docx](#)
- 6.H **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Pamlico Air, LLC for the Board's consideration.
Approve as presented
[Pamlico Air Economic Incentive 23.docx](#)
- 6.I **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Merck & Company (Sonora) for the Board's consideration.
Approve as presented
[Merck and Company Economic Incentive 23.docx](#)
- 6.J **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Merck & Company (Rota) for the Board's consideration.
Approve as presented
[Merck Economic Incentive 2 23.docx](#)
- 6.K **Sheriff Calvin Woodard**, to present the Contract for Law Enforcement Services with the Town of Black Creek for the Board's consideration.
Approve as presented
[Black_Creek_Contract_with_Ex_A \(p\).pdf](#)
- 6.L **Sheriff Calvin Woodard**, to present the Contract for Inmate Medical Services (IMS) for the Wilson County Detention Center for the Board's consideration.
Approve as presented
[Wilson Co Inmate Med Services Contract \(p\).pdf](#)
[Wilson County_Proposal for Inmate Medical Services 3.9.23.pdf](#)
- 6.M **Mr. Crawford Bolton, Tax Administrator**, to present the March 2023 Tax Report for the Board's information.
No Action Required
[March 2023 Commissioners Report.pdf](#)
- 6.N **Mr. Crawford Bolton, Tax Administrator**, to present the April 2023 Refunds in Excess of \$100 for the Board's consideration.

Approve April 2023 Refunds in Excess of \$100 per N.C.G.S. 105-381

- 6.O **Mr. Angel Landrau, Financial Services Director**, to present a five year contract with Cott Systems for microfilming services on behalf of the Register of Deeds for the Board's consideration.

Approve as presented

[2778_001.pdf](#)

- 6.P **Mr. Angel Landrau, Financial Services Director**, to present the Budget Amendment for FY 2022-2023 for the Board's consideration.

Approve as presented

- 6.Q **Mr. Angel Landrau, Financial Services Director**, to present the Monthly Financial Report for FY 2022-2023 for the Board's information.

Receive Report

[March 2023 Financial Report.pdf](#)

7. OLD BUSINESS

8. OTHER MATTERS

- 8.A Bid for 713 Crowell St. E, Wilson

Approve bid as presented

9. COMMITTEE REPORTS

- 9.A Appointment Considerations for May 2023

Wilson County Library Board of Trustees

- Appoint Lucy Russell

Wilson County Adult Care Community Advisory Board

- Reappoint Grace Bullock
- Reappoint Judy Lucas

Wilson Economic Development Council

- Reappoint Rob Boyette
- Reappoint Eliot Smith

Wilson County Planning Board

- Reappoint Donald Bass
- Reappoint Eunice Lindsey
- Appoint Lori Hines Jones

Wilson County DSS Board

- Reappoint JoAnne Daniels

Wilson County Board of Health

- Reappoint Rosario Ochoa
- Reappoint Shannon Drohan

Turning Point Workforce Development

- Reappoint Rob Holsten
- Reappoint Cindy Dixon Harrell
- Reappoint Jimmie Lucas

Wilson Community College Board of Trustees

- Reappoint David West

Approve as presented

9.B Non-Profit Committee Report
Receive Report

9.C Personnel Committee Report
Receive Report

10. CHAIRMAN'S REPORT

11. MANAGER'S REPORT

12. CONCERNS OF THE PUBLIC CONDUCTED BY THE CODE OF CONDUCT

13. CLOSED SESSION ITEMS

14. RECESS UNTIL MAY 8, 2023 AT 7:00 PM FOR COUNTY MANAGER'S BUDGET
PRESENTATION.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: Consideration of the April 2023 Minutes

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve as presented

Attachments:

[April 2023 BOC Minutes.docx](#)



WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
APRIL 3, 2023 – 7:00 PM
COMMISSIONERS' MEETING ROOM
WILSON COUNTY GOVERNMENT CENTER

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Roger Lucas	District 4	Present
JoAnne Daniels	District 3	Present
Sherry Lucas	District 2	Present
Leslie Atkinson	Vice Chair (District 1)	Present
Chris Hill	District 6	Present
Vacant	District 7	Vacant

2) MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE led by Commissioner Daniels

3) CONSIDERATION OF MINUTES

RESULT: ADOPTED [UNANIMOUS] MOVER: JoAnne Daniels SECONDER: Leslie Atkinson AYES: Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson
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4) RESOLUTIONS OF APPRECIATIONS

Mr. Ron Hunt, County Manager, presented a Proclamation for National County Government Month for April 2023 for the Board's consideration.

RESULT: ADOPTED [UNANIMOUS] MOVER: Chris Hill SECONDER: Sherry Lucas AYES: Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Tim Bilderback, Human Resources Director, recognized county employees for their years of service.

20 Years

Quentin Lucas, Sheriff's Office
Rhonda Wilson, Sheriff's Office

Angela Coleman, Animal Enforcement
Leslie Tyndall, Health Department
Kaye Lamm, Department of Social Services
Victoria Tucker, Department of Social Services
Karen Ellis, Department of Social Services
Bernadette Holman, Department of Social Services
AvaKaren Williams, Department of Social Services

25 Years

Jennifer Etheridge, Emergency Communications
Terry Williams, Health Department
Andrew Summerlin, Department of Social Services
Lorraine Francois, Department of Social Services

Ms. Cinnamon Narron, Health Director, presented a proclamation recognizing April 2-9, 2023, as Public Health Week for the Board's consideration.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Jeff Williford, Emergency Communications Director, presented a proclamation designating the week of April 9-15, 2023, as National Public Safety Telecommunicators Week for the Board's consideration.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Howard Handorf, DSS Prevention Team Coordinator, presented the Child Abuse Prevention Month Proclamation for the Board's consideration.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	JoAnne Daniels
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

5) PUBLIC HEARINGS

Public Hearing for the Purchase and Lease of Real Estate located at 2616 Forest Hills Road SW, Wilson

Chairman Boyette called the Public Hearing to order.

Mr. Ron Hunt, County Manager, presented the Resolution for the purchase and lease of the property located at 2616 Forest Hills Road SW, Wilson for the Board's consideration.
Chairman Boyette called for public comment.

There being none, the Public Hearing was closed.

**RESOLUTION FOR
PURCHASE AND LEASE OF REAL ESTATE**

WHEREAS, Wilson Community College has enjoyed a long relationship with Mitchell's Hair Styling, Inc. in training students in hair care and related occupations; and

WHEREAS, the owners of Mitchell's Hair Styling, Inc. and the owners of the building and land where it is located at 2616 Forest Hills Road SW in Wilson desire to sell the school and the property where it is located; and

WHEREAS, Wilson Community College considers the training in the field to be an important part of its curriculum and offering to its students; and

WHEREAS, disruption will result in the future training of students in the field from closing of the school and the Board of Trustees of Wilson Community College has requested that the County acquire the building and land and the equipment used by Mitchell's Hair Styling, Inc. and make it available to Wilson Community College to continue to staff and operate the programs of the school as part of its curriculum.; and

WHEREAS, the Board of Commissioners agrees that the continued operation of the training programs are in the best interest of the citizens of Wilson County; and

WHEREAS, the County Manager and County Attorney have negotiated an Asset Purchase Agreement with the owners of the school and the property where it is located at 2616 Forest Hills Road, Wilson, NC, a copy of which is attached hereto; and

WHEREAS, the County Manager and County Attorney have also negotiated a Commercial Lease of such property to Wilson Community College on the terms and conditions set forth in the proposed Commercial Lease attached hereto.

NOW THEREFORE, the Board finds that it is in the best interest of the citizens of Wilson County for the County to acquire the property described herein on the terms set forth in Asset Purchase Agreement attached hereto and to lease it to Wilson Community College on the terms set forth in the Commercial Lease attached hereto for one (1) year, with the right to renew the lease as provided by law.

NOW THEREFORE, BE IT RESOLVED, that the Asset Purchase Agreement and the Commercial Lease attached hereto are hereby approved; the County Manager and County Attorney are hereby authorized and directed to take all necessary actions to complete the purchase and lease according to the terms set forth in the Asset Purchase Agreement and Commercial Lease attached hereto.

Adopted this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	JoAnne Daniels
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

6) **PERSONAL APPEARANCES**

Ms. Christy Fyle, Former Chair, Wilson County Republican Party, presented a recommendation of Michael Wetherington for County Commissioner replacement for District 7 for the Board to receive.

Mr. Ron Hunt, County Manager, presented a Resolution designating Brad Thompson, Development Services Director, as Ordinance Administrator for the Board's consideration.

RESOLUTION APPOINTING ORDINANCE ADMINISTRATOR

WHEREAS, Section 2.5 of the Wilson County Uniform Development Ordinance provides for the appointment of an Ordinance Administrator; and

WHEREAS, the position of Ordinance Administrator is now vacant as the result of retirement of the previous appointee; and

WHEREAS, the Wilson County Board of Commissioners desires to appoint Brad Thompson as Wilson County Ordinance Administrator.

NOW THEREFORE, the Wilson County Board of Commissioners does hereby appoint Brad Thompson as Wilson County Ordinance Administrator under the Wilson County Uniform Development Ordinance with all powers, duties, and responsibilities of Ordinance Administrator.

Adopted, this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Roger Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Ron Hunt, County Manager, presented a resolution regarding Wilson Medical Center, a Duke LifePoint Hospital for the Board's consideration.

RESOLUTION

WHEREAS, the Wilson County Board of Commissioners is aware of community concerns regarding the quality and delivery of health care currently provided to Wilson County and its surrounding communities by Wilson Medical Center, a Duke LifePoint Hospital; and

WHEREAS, the Wilson County Board of Commissioners is aware that the Health Care Foundation Board is also concerned about the quality of such care being provided and that it is making efforts to encourage Duke LifePoint and its affiliates to improve such care; and

WHEREAS, the transactions for the sale of Wilson Medical Center and its facilities to Duke LifePoint and its affiliates included covenants, terms, and conditions intended to assure that the quality of health care delivered to our communities would continue to be maintained at the highest levels after the sale transactions; and

WHEREAS, the Wilson County Board of Commissioners deems it to be critical to the health, welfare, economic security, and happiness of the citizens of Wilson County and its surrounding communities that quality and timely healthcare be provided to our citizens.

NOW THEREFORE, the Wilson County Board of Commissioners does hereby publicly support the efforts of the Health Care Foundation Board to have Duke LifePoint and its affiliates take all necessary steps to immediately improve the quality of health care delivered to the citizens of Wilson and surrounding communities; the Board of Commissioners does further request that Duke LifePoint and its officers, directors, managers, and direct and indirect owners develop aggressive plans and procedures to achieve

such improvements without further delay; and that the Wilson community be a part of the development thereof with clear, honest, and forthright regular communication of plans for improvement to the community.

ADOPTED this 3rd day of April 2023.

Commissioner R. Lucas made a motion to approve the resolution.

Commissioner Hill seconded the motion.

The vote resulted in a tie. Mr. Hunt informed Commissioners that he would research the Board's procedures for tied votes and inform them of his findings. As of this meeting, no motion was passed.

RESULT:	TIE
MOVER:	Roger Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas
NAYS:	JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Ron Hunt, County Manager and Mr. Jeff Hill, Director, Wilson Substance Prevention Coalition, presented a resolution authorizing the Expenditure of Opioid Settlement Funds for WAVE one for the Board's consideration.

RESOLUTION
WILSON COUNTY
EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS, Wilson County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS, the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS, Wilson County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS, section E.6 of the MOA states:

E.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 (refer to Exhibit B in the MOA), 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.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Wilson County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Expand Equitable Substance Use Disorder (SUD)/ Opioid Use Disorder (OUD) Treatment Access
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A1
- d. Amount authorized for this strategy: \$100,000
- e. Period of time during which expenditure may take place:
Start date 03/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will supplement funding that will allow for primary treatment (in-patient, out-patient, and detox services) to be accessible to all parties including both insured and uninsured community members. All referrals for treatment access will be done via a localized and pre-existing program (Hope Alliance) and providers will be authorized and listed as subcontractors with Wilson County prior to any funding allocations being released. The Opioid Multidisciplinary Team, which already serves as an advisory council as it relates to localized treatment provision, will continue to serve in the same capacity as it relates to oversight of funding provisions and overall Substance Use Disorder/Opioid Use Disorder treatment access and/or services rendered. All clients/community members served will be documented per the Hope Alliance's current intake forms, and all funding will only be disseminated once a financial invoice and/or billing statement has been received. Per current community efforts, both the Wilson County Substance Prevention Coalition and Wilson County DSS have the capacity to administer and/or allocate funding to providers as needed or required by Wilson County Government.
- g. Provider: Wilson Police Department, Wilson County Substance Prevention Coalition, Wilson County Government, Wilson County DSS, Opioid Multidisciplinary Team, Treatment Providers (list available upon request)

2. Second strategy authorized

- a. Name of strategy: Expand Availability of Naloxone (Narcan)
- b. Strategy is included in Exhibit B([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: H1
- d. Amount authorized for this strategy: \$100,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will seek to expand current community access to Naloxone/Narcan by providing the training, education, and materials needed to supplement said expansion. Funding will be used to supplement the cost of Naloxone at a State average rate of \$100 per box (two 4mg nasal doses per) as well as provisional materials via "Onebox" which provides Naloxone Emergency Kits that allow the consumer to not only access vital and life- saving materials, but also a short video that walks the participant through the administration process step-by-step in both English and Spanish (to ensure equitable competency)
- g. Provider: Wilson County Government, Wilson County Substance Prevention Coalition, Wilson County Health Department, Wilson County EMS

3. Third authorized strategy

- a. Name of strategy: Expansion of Medication Assisted Treatment (MAT) Access to person(s) dealing with OUD
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A2
- d. Amounted authorized for this strategy: \$50,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will seek to provide community stipends to allow equitable access to MAT services within Wilson County. The stipends will be maxed at the amount of \$500 per participant per month (based on current costs associated with both Methadone and buprenorphine) and all requests for funding will be made by a clinical provider (WPS, CFHC, Eastpointe) prior to any financial considerations being made available. The provider will be tasked with showing proof of program enrollment, as well as billing statements that justify the cost listed under each specific request. This funding will also be made available to our justice involved population pending the implementation of MAT programming within our local jail and potential referrals from justice serving programs such as localized probation/parole.
- g. Provider: Wilson County Government, Wilson County Substance Prevention Coalition, Wilson Professional Services, Carolina Family Health Center, Eastpointe (Carter Clinic)

4. Fourth authorized strategy

- a. Name of strategy: Expand Reach and Availability of Trauma Informed Programming within the Public School System
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A6
- d. Amounted authorized for this strategy: \$125,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will seek to expand Trauma Informed programming to 5 public academic institutions to address traumatic experiences and resource access as it relates to such within our localized youth populations. The Miss Kendra program (an evidence based and federally approved service) will be the model used for the above referenced expansion given that our local county-based entities have prior experience implementing the service within the elementary, middle, and high school private school sector(s). The goal of this expansion will be to provide early interventions and education as it relates to ACES in hopes of providing resiliency focused resources to offset the heightened risk of long-term SUD/ODU associated with early onset ACES and/or Traumatic Experiences (per NIH and DEA statistics)
- g. Provider: Wilson County Department of Social Services

5. Fifth authorized strategy

- a. Name of strategy: Sustainment of previously established localized Syringe Services Programming (SSP)
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: H9
- d. Amounted authorized for this strategy: \$50,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will seek to support previously established Syringe Exchange Programming by purchasing supplies and materials (such as Syringes which currently list as unallowable cost(s) under federal statute) to ensure the availability of service provision past the current lifecycle of available local, state, and federal resources. Wilson County will also seek to purchase Fentanyl testing strips to be paired with

current SSP materials to combat the current trend(s) of overdose caused by the high quantity (and potency) of Fentanyl available within the Wilson Community. These services are administered both physically (brick and mortar site(s) and in a mobile capacity to reach rural high impact populations. Services will also be rendered by locally trained Recovery Coaches, who will also walk through localized treatment and recovery resources during the administration process. Participants will be tracked via intake forms and follow-up documentation, which will be housed via the Wilson County Health Department for record keeping purposes.

- g. Provider: Wilson County Health Department, Wilson County Substance Prevention Coalition

6. Sixth authorized strategy

- a. Name of strategy: Provide Stipends to expand housing access to individuals in Recovery
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: B4
- d. Amount authorized for this strategy: \$25,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will partner with localized recovery homes and supportive services to supplement stipend base funding as it relates to the accessibility of safe, stable, and reputable recovery centered housing. Wilson County will use the Wilson County Substance Prevention Coalition and its local Recovery Center (RC3) as a safe access point for community members to receive information about funding availability and each recipient will be charted/recorded via an application request that will be confirmed by entities such as the Opioid Multidisciplinary Team prior to the release of any funding allocations.
- g. Provider: Wilson County Substance Prevention Coalition, Flynn Christian Fellowship Home, Oxford House, Wilson Crisis Center

7. Seventh authorized strategy

- a. Name of strategy: Creation and sustainment of a localized OUD Data Dashboard
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: J2
- d. Amount authorized for this strategy: \$25,000
- e. Period of time during which expenditure may take place:
Start date 04/01/2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Wilson County will seek to use Settlement Funding to create a publicly accessible data dashboard (housed via the local Governments website) to give real time data as it relates to expenditures itemized under the Opioid Settlement Action Plan, as well as how said expenditures have directly impacted high need/underserved populations within our community (I.E. Demographics, # of trainings held, # of Naloxone kits disseminated, etc..)
- g. Provider: Wilson County Government, AFIA Technology Solutions, Wilson County Substance Prevention Coalition, Wilson County Department of Social Services

8. Eighth authorized strategy

- a. Name of strategy: Creation of a flexible funding pot to supplement local nonprofits, faith-based organizations, and others actively engaged in current OUD Prevention, Treatment, Harm Reduction, and Recovery Efforts
- b. Strategy is included in Exhibit B ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: G5-G7
- d. Amount authorized for this strategy: \$125,000
- e. Period of time during which expenditure may take place:
Start date April 1, 2023, through End date June 30, 2024

- f. Description of the program, project, or activity: Wilson County Substance Prevention Coalition to provide drug prevention efforts, educational campaigns, provide outreach to civic groups, educational groups, and training organizations on evidence-informed implementation and prevention efforts.
 - g. Provider: Wilson County Government
9. The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$575,000.

Adopted this the 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Hill
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Gordon Deno, Emergency Management Director, presented a resolution approving the inclusion of the territorial limits of the Town of Elm City in the Toisnot Rural Fire Protection District for the Board's consideration.

WILSON COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR THE INCLUSION OF THE TERRITORIAL LIMITS OF THE TOWN OF ELM CITY IN THE TOISNOT RURAL FIRE PROTECTION DISTRICT

WHEREAS, the Town of Elm City is a political subdivision located in part within Wilson County, North Carolina, and

WHEREAS, the Town of Elm City has for some time provided fire protection through an agreement with the Elm City Fire Prevention Association with an agreed upon amount of financial support, and

WHEREAS, the Town Board of Elm City has determined that it is in the best interest of the Town to have the territorial limits of the Town included in the Toisnot Rural Fire Protection District. The Town Board has also by Resolution requested that the Wilson County Board of Commissioners to extend the boundary lines of the Toisnot Rural Fire Protection District in accordance with N.C.G.S 69-25.11 (5) to include all portions of the Town of Elm City located within Wilson County.

NOW, THEREFORE BE IT RESOLVED that the Wilson County Board of Commissioners at its regular meeting on April 3, 2023, approves the inclusion of the Wilson County area of the Town of Elm City into the Toisnot Rural Fire Protection District and orders the Wilson County Tax Collector to levy a fire tax upon those affected properties as of May 1, 2023.

IN WITNESS WHEREOF, Wilson County Board of Commissioners has caused this instrument to be signed in its corporate name by its Chairman, and attested to by its clerk and its corporate seal attached, this 3rd day of April, 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Leslie Atkinson
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for Fresenius Kabi USA, LLC for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO FRESENIUS KABI USA, LLC AND TO
WILSON COUNTY PROPERTIES, INC.**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial plants in the county; and

WHEREAS, Fresenius Kabi USA, LLC, with a plant already located in Wilson, has requested an economic development incentive from the City and County of Wilson for the purpose of expanding its existing plant and building a second pharmaceutical manufacturing facility located at 5200 Corporate Parkway, resulting in additional monetary investment and the creation of new jobs; and

WHEREAS, Fresenius Kabi USA, LLC will, at its sole cost and expense, make an approximate \$286,000,000 additional investment in Wilson County, North Carolina in years 2019 through 2023; and

WHEREAS, said expansion will increase the tax base in Wilson County, Fresenius Kabi USA, LLC will retain 125 full time employees at its current plant and the company will employ not less than 445 additional employees with full-time jobs with benefits at an average annual wage of not less than \$50,000 during the years 2019 through 2023; and

WHEREAS, Fresenius Kabi USA, LLC has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, Fresenius Kabi USA, LLC will receive a six (6) year economic incentive not exceeding a total of \$9,080,000 to be paid to Fresenius Kabi USA, LLC annually over six (6) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Fresenius Kabi USA, LLC challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Fresenius Kabi USA, LLC will request the County Manager to issue a check after paying its taxes each year and until a total of \$9,080,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have each approved payment of this incentive in annually with the City and County sharing equally in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised, and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the second of six appropriations to Fresenius Kabi USA, LLC for the sum of \$860,000 for the purpose of assisting Fresenius Kabi USA, LLC, Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the economic development line item of the Wilson County budget of the 2022-2023 fiscal year.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Hill
SECONDER:	Roger Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for Ardagh Glass for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO GLASS-NORTH AMERICA ARDAGH GROUP**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial plants in the county; and

WHEREAS, Glass-North America Ardagh Group is in the process of making an approximate \$40,018,000 investment in Wilson, North Carolina; and

WHEREAS, said expansion will increase the tax base in Wilson County and the company will retain approximately 280 full time jobs with benefits at an average annual wage of \$54,000; and

WHEREAS, Glass-North America Ardagh Group has requested Wilson County to assist it with an economic development incentive; and

WHEREAS, Glass-North America Ardagh Group will receive a ten (10) year economic incentive equal to \$841,000, said incentive will be paid to Glass-North America Ardagh Group annually over ten (10) years. Said incentive cannot exceed the total real and personal property taxes paid in any given year. If Glass-North America Ardagh Group challenges the tax values, real or personal property of the above-described company investment, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of the incentive. Glass-North America Ardagh Group will request the County Manager to issue a check after paying their taxes each year and until a total of \$841,000 has been paid; and

WHEREAS, Wilson County has approved payment of this incentive in the amount of \$841,000; and

WHEREAS, a public hearing has been duly noticed, advertised, and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize appropriations and expenditures in that said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the sixth of ten appropriations to Glass-North America Ardagh Group for the total of \$106,000 for the purpose of assisting, Glass-North America Ardagh Group Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for Bridgestone Americas Tire Operations, LLC for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial plants in the county; and

WHEREAS, Bridgestone Americas Tire Operations, LLC is in the process of making an approximate \$344,200,000 investment in Wilson, North Carolina; and

WHEREAS, said expansion will increase the tax base in Wilson County and the company will retain approximately 1,605 full time jobs with benefits at an average annual wage of \$60,000; and

WHEREAS, Bridgestone Americas Tire Operations, LLC has requested Wilson County to assist it with an economic development incentive; and

WHEREAS, Bridgestone Americas Tire Operation will receive an eleven (11) year economic incentive equal to \$14,000,000, said incentive will be paid to Bridgestone Americas Tire Operations, LLC annually over eleven (11) years. Said incentive cannot exceed the total real and personal property taxes paid in any given year. If Bridgestone Americas Tire Operations, LLC challenges the tax values, real or personal property of the above-described company investment, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of the incentive. Bridgestone Americas Tire Operations, LLC will request the County Manager to issue a check after paying their taxes each year and until a total of \$14,000,000 has been paid; and

WHEREAS, Wilson County has approved payment of this incentive in the amount of \$14,000,000; and

WHEREAS, a public hearing has been duly noticed, advertised, and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize appropriations and expenditures in that said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the seventh of eleven (11) appropriations to Bridgestone Americas Tire Operations, LLC for the sum of \$1,500,000 for the purpose of assisting, Bridgestone Americas Tire Operations, LLC, Wilson, North Carolina for economic development purposes.
3. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	JoAnne Daniels
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for Ajax Metal Forming Solutions for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO AJAX METAL FORMING SOLUTIONS**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys, and locating industrial and commercial plants in the county; and

WHEREAS, Ajax Metal Forming Solutions will, at its sole cost and expense, make an approximate \$3,800,000 investment in Wilson County, North Carolina in years 2020 through 2024; and

WHEREAS, said expansion will increase the tax base in Wilson County and Ajax Metal Forming Solutions will employ approximately 14 full time jobs with benefits at an average annual wage of \$42,650; and

WHEREAS, Ajax Metal Forming Solutions has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, Ajax Metal Forming Solutions will receive a five (5) year economic incentive not exceeding a total of \$125,000, to be paid to Ajax Metal Forming Solutions annually based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Ajax Metal Forming Solutions challenges the tax values of its real or personal property of the above-described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Ajax Metal Forming Solutions will request

the County Manager to issue a check after paying its taxes each year and until a total of \$125,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$25,000 annually with the City and County sharing equally in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised, and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the first of five (5) annual appropriations of \$12,500 to Ajax Metal Forming Solutions for the purpose of assisting Ajax Metal Forming Solutions, Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Roger Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Ms. Jennifer Lantz, Economic Development Council Director, presented the Economic Incentive for United Tobacco Company, LLC for the Board's consideration.

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO UNITED TOBACCO COMPANY, LLC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, United Tobacco Company, LLC will, at its sole cost and expense, make an approximate \$2,500,000 investment in Wilson County, North Carolina in years 2021 through 2024; and

WHEREAS, said expansion will increase the tax base in Wilson County and United Tobacco Company, LLC will employ an additional 7 full time jobs with benefits at an average annual wage of \$40,000; and

WHEREAS, United Tobacco Company, LLC has requested Wilson County to assist it with economic development incentives; and

WHEREAS, United Tobacco Company, LLC. will receive a three (3) year economic incentive equal to \$45,000. Said incentive will be paid to United Tobacco Company, LLC. at \$15,000 per year split equally

by the City of Wilson and County. Said incentive cannot exceed the total real and personal property taxes paid in any given year. If United Tobacco Company, LLC challenges the tax values of its real or personal property of the above-described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and United Tobacco Company, LLC. will request the County Manager to issue a check after paying its taxes each year and until a total of \$45,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$15,000 annually with the City and County sharing equaling in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the third of three (3) annual appropriations to United Tobacco Company, LLC. for the sum of \$7,500 for the purpose of assisting United Tobacco Company, LLC Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the economic development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	JoAnne Daniels
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Crawford Bolton, Tax Administrator, presented the February 2023 Tax Report for the Board's information.

Mr. Crawford Bolton, Tax Administrator, presented a late application for property tax exemption request for real property for The Christ Temple of Praise, Inc. for the Board's consideration. The recommendation is to deny the request.

M.K Smith, Pastor, submitted a letter dated February 15, 2023, requesting the acceptance of a late application for tax exemption for religious purposes for the property located at 1407 Tarboro St., Wilson, NC. The property was purchased by The Christ Temple of Praise Inc. in April of 2022. The exemption application was received January 23, 2023.

N.C.G.S 105-282.1(a1) states that upon a showing of good cause by the applicant for failure to make a timely application, an application can be approved by the Board of County Commissioners as appropriate. An untimely application for exemption applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

This application does not meet the qualification for approval for tax year 2022 due to the filing date of the application being outside of the 2022 calendar year.

Commissioners asked if any of Mr. Bolton's staff reached out to the property owners about filing for the exemption. Mr. Bolton stated that due to the volume of transactions that come through the Tax Office, they are not able to reach out to remind each exempt property owner but that he would explore the possibility of implementing a notice for such in the future.

Commissioner Hill made a motion to deny the request as presented.

Commissioner R. Lucas seconded the motion.

The vote resulted in a tie. Mr. Hunt informed Commissioners that he would research the Board's procedures for tied votes and inform them of his findings. As of this meeting, no motion was passed.

RESULT:	TIE
MOVER:	Chris Hill
SECONDER:	Roger Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas
NAYS:	JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Crawford Bolton, Tax Administrator, presented the March 2023 Refunds in Excess of \$100 for the Board's consideration.

NAME	REASON	AMOUNT
ADVANCED PROMOTIONAL PROPERTIES, INC	ASSESSMENT ERROR - 2022	\$101.88
BENSON, THOMAS WARD	NCVTS-TAG SURRENDER	\$185.66
BOYKIN, PHILLIP ANTRON	NCVTS-TAG SURRENDER	\$517.76
FERRAN MELENDEZ, LILANDRA GUZMAN	NCVTS-TAG SURRENDER	\$148.35
FERRELL, CHAD ERIC	NCVTS-TAG SURRENDER	\$212.39
FITCH, JAMES MILTON	NCVTS-TAG SURRENDER	\$114.41
HAWKEY, JONATHAN KALA	NCVTS-TAG SURRENDER	\$1,060.84
JALAL FAMILY LLC	NCVTS-TAG SURRENDER	\$228.47
JEFFREYS, ALEXANDER WALTER III	NCVTS-TAG SURRENDER	\$384.94
MUSGRAVE, LINDA HINCHEY	NCVTS-TAG SURRENDER	\$116.45
OTERO, DIANA M	ASSESSMENT ERROR - 2020	\$128.94
OTERO, DIANA M	ASSESSMENT ERROR - 2019	\$146.13
PARRISH, RALPH EUGENE	NCVTS-TAG SURRENDER	\$210.50
SCULL, DAVID WOODRUFF	NCVTS-TAG SURRENDER	\$137.09
SHACKLEFORD, KATHRYN ANN	NCVTS-TAG SURRENDER	\$136.05
WILKINSON, KAREN FIELDS	NCVTS-TAG SURRENDER	\$134.26

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	JoAnne Daniels
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Angel Landrau, Financial Services Director, presented the Budget Amendments for FY 23 for the Board's consideration.

Sheriff

Increase	10 32008	Mini-Grant Private	44,000
Increase	10 4310 4380 42538	Animal Enforcement Grant	44,000

To receive grant funds from BEST FRIENDS ANIMAL SOCIETY.

SW Water

Increase	65 7110 39000	Fund Balance Appropriated	50,000
Increase	65 7110 45016	Tap Installation	50,000

To increase budget from additional revenue from tap installations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Mr. Angel Landrau, Financial Services Director, presented the Monthly Financial Report for FY22-23 for the Board's information.

- 7) OLD BUSINESS
- 8) OTHER MATTERS

Resolution for Successful Offender Reentry

RESOLUTION

WILSON COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR SUCCESSFUL OFFENDER REENTRY

WHEREAS, the Wilson County Board of Commissioners are concerned about the rate of incarceration in local and state correctional institutions and have an interest in successful re-entry into society where offenders are connected to vital services,

AND WHEREAS, the Wilson County Board of Commissioners recognize that difficulties exist in adequately providing jobs, housing, legal services, education, healthcare, and treatment services for veterans and repeat public offenders,

AND WHEREAS, the Wilson County Board of Commissioners encourages cooperation and partnerships that support vital services that assist offenders who have completed their sentences and impacts their future success after reentry,

AND WHEREAS, we encourage state efforts in addition to local efforts to assist offenders with their return to society after incarceration,

NOW THEREFORE, BE IT RESOLVED, the Wilson County Board of Commissioners does hereby support efforts that assist prisoner reentry to society with effective services for veterans and offenders.

Wilson County encourages collaboration and support of such efforts for the success, health, and welfare of our citizenry.

Adopted this 3rd day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	JoAnne Daniels
SECONDER:	Leslie Atkinson
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Surplus of one vehicle from EMS

EMS is requesting surplus of one ambulance:

2012 Chevrolet - 1GB6G5CLO61105441 (blown engine- approx.163,000 miles)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

9) COMMITTEE REPORTS

Appointment considerations for April 2023

City of Wilson Recreation Commission

- Appoint Jonathan Stancil (County Appointee)

ABC Board

- Appoint Bruce Beasley to replace Steve Brewer's vacancy effective immediately.
- Appoint Paul Farris to replace Phil Batts when Mr. Batt's term ends June 30, 2023. Term to start July 1, 2023.
- Appoint ABC Board Chair to be Phill Batts through June 30, 2023, when his term expires.

Nash Edgecombe Wilson Community Action

- Appoint Lori Winstead (Commissioner Appointed)

Wilson Arts

- Appoint Lori Winstead (Commissioner Appointed)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

10) CHAIRMAN'S REPORT

Chairman Boyette reminded Commissioners of the upcoming NCACC Annual Conference in August, and that registration would open in early May.

11) MANAGER'S REPORT

12) CONCERNS OF THE PUBLIC CONDUCTED BY THE CODE OF CONDUCT

Ms. Frances Flowers thanked the Sheriff's Office and Animal Enforcement for their spay and neuter program. She stated there should never be a gray area with Animal Control program, yet she sees case after case of ordinances being ignored. She felt that discrimination is wrong and dogs are being killed due to their breed. She expressed that people that take care of their animals and have them vaccinated are taxed but those who do not, are not taxed.

Ms. Sherry Bass re-addressed the tethering law that she spoke about at a prior meeting. She shared pictures of more dogs they have helped recently that were tethered and provided pens for them. She asked the Board to please consider the tether ban.

13) CLOSED SESSION ITEMS

Closed Session - Economic Development

N.C.G.S. 143-318(a)(4)

To discuss matters relating to the location or expansion of businesses in the area served by this body.

Commissioner S. Lucas made a motion to enter closed session.

Commissioner Hill seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Commissioner Hill made a motion to come out of closed session.

Commissioner S. Lucas seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Hill
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

While in closed session, Commissioners heard from Jennifer Lantz, Economic Development Director, regarding a possible expansion or location of a business. No action was taken.

Closed Session - Attorney

N.C.G.S. 143-318.11(a)(3)

A closed session pursuant to G.S. 143-318.11 (a)(3) – to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Commissioner Hill made a motion to enter closed session.

Commissioner R. Lucas seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Hill
SECONDER:	Roger Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Commissioner S. Lucas made a motion to come out of closed session.

Commissioner Hill seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

While in closed session, Commissioners discussed legal contracts. No action was taken.

14) RECESS UNTIL MONDAY, APRIL 10, 2023, AT 7:00 PM FOR BUDGET PRESENTATIONS.



**WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
APRIL 10, 2023 – 7:00 PM
COMMISSIONERS' MEETING ROOM
WILSON COUNTY GOVERNMENT CENTER**

BUDGET PRESENTATIONS

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Roger Lucas	District 4	Present
JoAnne Daniels	District 3	Present
Sherry Lucas	District 2	Present
Leslie Atkinson	Vice Chair (District 1)	Present
Chris Hill	District 6	Absent
Vacant	District 7	Vacant

- Note: At Call to Order, Commissioner Wetherington had not been voted in as Commissioner. He is present on item 3 for his first vote.

2) CONSIDERATION OF RECOMMENDATION

Mr. Ron Hunt, County Manager, presented the nomination of the Republican Party's recommendation of Michael Wetherington for County Commissioner for District 7 for the Board's consideration.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	JoAnne Daniels
AYES:	Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson

Commissioner Wetherington was administered his oath and was immediately seated as Commissioner for District 7.

3) RESOLUTION

Chairman Boyette presented the Resolution regarding Wilson Medical Center, a Duke LifePoint Hospital for the Board's consideration.

RESOLUTION

WHEREAS, the Wilson County Board of Commissioners is aware of community concerns regarding the quality and delivery of health care currently provided to Wilson County and its surrounding communities by Wilson Medical Center, a Duke LifePoint Hospital; and

WHEREAS, the Wilson County Board of Commissioners is aware that the Health Care Foundation Board is also concerned about the quality of such care being provided and that it is making efforts to encourage Duke LifePoint and its affiliates to improve such care; and

WHEREAS, the transactions for the sale of Wilson Medical Center and its facilities to Duke LifePoint and its affiliates included covenants, terms, and conditions intended to assure that the quality of health care delivered to our communities would continue to be maintained at the highest levels after the sale transactions; and

WHEREAS, the Board of Commissioners has previously called on officers, executives, administrators, and owners of Wilson Medical Center to adopt effective plans, strategies, and procedures to alleviate and correct deficiencies in delivering quality medical care to those citizens using the services of Wilson Medical Center; and

WHEREAS, officers, executives, and administrators have appeared before the Board of Commissioners and summarized strategies to achieve defined improvements in delivery of health care services to the Wilson community; and

WHEREAS, despite assurances provided to the Board of Commissioners by Wilson Medical Center that measurable improvements would be achieved in the quality of medical services provided, Wilson Medical Center has continued to fail to meet standards of care required by federal Medicare and other regulations and has been placed on "immediate jeopardy" status by the Centers for Medicare & Medicaid Services at least four times in the past year, raising the possibility that it will lose the right to participate in the Medicare and/or Medicaid programs; and

WHEREAS, Duke LifePoint's lack of quality care has resulted in it being placed in "immediate jeopardy" status at least four times in the past year and this lack of care contributed to the facility's one star rating that has occurred since Wilson Medical Center has been operating under the supervision and management of Duke LifePoint; and

WHEREAS, the Wilson County Board of Commissioners deems it to be critical to the health, welfare, economic security, and happiness of the citizens of Wilson County and its surrounding communities that quality and timely healthcare be provided to our citizens.

NOW THEREFORE, the Wilson County Board of Commissioners does hereby:

- 1) publicly support the efforts of the Health Care Foundation Board to have Duke LifePoint and its affiliates take all necessary steps to immediately improve the quality of health care delivered to the citizens of Wilson and surrounding communities; and
- 2) requests that Duke LifePoint and its officers, directors, managers, and direct and indirect owners develop aggressive plans and procedures to achieve such improvements without further delay; and
- 3) that the Wilson community be included as a part of the development of such plans with clear, honest, and forthright regular communication of plans for improvement to the community; and
- 4) states its intentions to take all possible steps, actions, and remedies necessary to effect change for improvements in delivery of health care services by Wilson Medical Center.

ADOPTED this 10th day of April 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Atkinson
SECONDER:	Sherry Lucas
AYES:	Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson, Michael Wetherington

4) BUDGET PRESENTATIONS

Ms. Molly Westmoreland, Public Library Director, presented the Library budget requests for FY 2023-2024.

Ms. Westmoreland reviewed revenues, including state aid, technology grants, and miscellaneous revenue. Expenditures were reviewed. The local funds request was \$2,899,769 which is a decrease of \$174,045. Capital Outlay was reviewed, which includes the capital leases for copiers and printers, smart lockers, landscaping, and other equipment. Commissioners discussed the presentation.

Mr. Glenn Osborne, DSS Director, presented the DSS budget requests for FY 2023-2024.

Mr. Osborne reviewed the DSS budget. The recommended budget was \$30,723,064 and county dollars after reimbursement are \$11,138,400 or 4.4% of the total budget, with \$199,668,819 in Medicaid projections allocated for Wilson County. He reviewed some budget highlights: Pandemic funding, program changes, operating costs, Medicaid expansion and budget projections. With the Medicaid expansion, approximately 6,000 more cases are expected. There is a high need for temporary staff and technology. Commissioners reviewed and asked questions.

Ms. Cinnamon Narron, Health Department Director, presented the Health Department budget requests for FY 2023-2024.

Ms. Narron reviewed this past year's highlights, including the WIC renovations, new WASH clinic at Fike High School, the fixed dental office within the Health Department, the Duke Endowment Planning Grant

to expand dental services and the new HVAC system. She shared that they are in the process of scanning all Environmental Health records in preparation for online public access. There is a focus on quality metrics and customer service. She shared data of WASH and dental clinic visits for schools in the county. The total budget requested was \$8,946,200. The General Fund request was \$3,505,964. Commissioners asked questions and discussed.

RECESS

Commissioners recessed until April 18, 2023, at 7:00 PM for Budget Presentations.



**WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
APRIL 18, 2023 – 7:00 PM
COMMISSIONERS' MEETING ROOM
WILSON COUNTY GOVERNMENT CENTER**

BUDGET PRESENTATIONS

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Roger Lucas	District 4	Present
JoAnne Daniels	District 3	Present
Sherry Lucas	District 2	Present
Leslie Atkinson	Vice Chair (District 1)	Present
Chris Hill	District 6	Present
Michael Wetherington	District 7	Present

Mr. Michael Cobb, Emergency Medical Services Director, presented the EMS budget requests for FY 2023-2024.

Mr. Cobb reviewed the requests for a ten-year monitor/defibrillator lease, controlled equipment, data processing and vehicle maintenance. He shared data for the Community Paramedic Program and suggested fee changes. The overall budget request was \$8,367,938. Commissioners reviewed and asked questions.

Mr. Andy Davis, Solid Waste Director, presented the Solid Waste budget requests for FY 2023-2024.

Mr. Davis reviewed the landfill operations. The Landfill and District Services recycling and tonnage rates were reviewed as well as the recommended tipping fee increases. Capital Outlay items were reviewed, which includes a new vehicle, diagnostic laptop, CAT Excavator and a copier for the scale house. He also requested an hourly pay rate increase for his part-time staff that were not affected by the salary study. The overall budget request was \$4,606,279. Commissioners reviewed and asked questions.

Sheriff Calvin Woodard, presented the Sheriff's Office budget requests for FY 2023-2024.

Sheriff Woodard reviewed his requested budget of \$18.7 million. He reviewed contracts and maintenance and is requesting new in-car cameras that are cloud-based. He explained that the vehicle situation is going well, and he is requesting new vehicle replacements for patrol, animal enforcement, drug unit and a truck to haul large, specialized equipment as well as headsets, rifles with cases and slings and pocket jet thermal printers. He also requested a new K-9 due to an upcoming retirement. He reviewed the Detention Center budget, Animal Services, and gave an update on the Law Enforcement Training Center. Commissioners discussed the presentation and expressed appreciation of the Sheriff's Office staff for their dedication and commitment.

RECESS

Commissioners recessed until April 25, 2023, at 7:00 PM for Budget Presentations.



**WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS
APRIL 25, 2023 – 7:00 PM
COMMISSIONERS' MEETING ROOM
WILSON COUNTY GOVERNMENT CENTER
BUDGET PRESENTATIONS**

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Roger Lucas	District 4	Present
JoAnne Daniels	District 3	Present
Sherry Lucas	District 2	Present
Leslie Atkinson	Vice Chair (District 1)	Present
Chris Hill	District 6	Present
Michael Wetherington	District 7	Present

Dr. Tim Wright, Wilson Community College President, thanked Commissioners for their support and reviewed current school projects. He asked Ms. Jessica Jones, Vice President of Finance, to make the budget presentation.

This year's current request is \$3,198,643. This is a decrease from FY 2022-2023 and includes salary increases, supplies and materials, costs associated with additional buildings, facility repairs and renovations, HVAC and climate controls for three buildings. An overview of Lee Technology Center was given. They thanked the Board for their acquisition of the Mitchell's building so that they can continue their cosmetology program. Commissioners discussed the presentation.

Dr. Lane Mills, Wilson County Schools Superintendent, thanked Commissioners for their support for Wilson County Schools. The total request for FY 2023-2024 is \$27,983,659. This includes a capital outlay increase of \$250,000 due to the increases in costs of services and materials.

An update was given on projects across the system that have been completed and are near completion. Demolition on Frederick Douglas Elementary should begin this summer. Dr. Mills also shared that the school board has voted to proceed with exploring a second new elementary school on the Wells Elementary site combining Wells and Hearne. Dr. Mills has regular meetings scheduled with the County Manager and they are working on a master project sheet together to keep all projects streamlined. Commissioners reviewed and asked questions regarding current projects and his presentation.

By consensus of the Board, the meeting was adjourned.



WILSON COUNTY GOVERNMENT BOARD OF COMMISSIONERS

**APRIL 26, 2023 – 6:00 PM
FOUNDATION YMCA BOARD ROOM**

SPECIAL CLOSED SESSION

1) CALL TO ORDER

Attendee Name	Title	Status
Rob Boyette	Chair (District 5)	Present
Roger Lucas	District 4	Present
JoAnne Daniels	District 3	Present
Sherry Lucas	District 2	Present
Leslie Atkinson	Vice Chair (District 1)	Present
Chris Hill	District 6	Present
Michael Wetherington	District 7	Present

N.C.G.S. 143-318.11(3)

To consult with the Attorney to protect attorney-client privilege.

Commissioner R. Lucas made a motion to enter closed session.

Commissioner S. Lucas seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roger Lucas
SECONDER:	Sherry Lucas
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson, Michael Wetherington

Commissioner S. Lucas made a motion to come out of closed session.

Commissioner Hill seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Lucas
SECONDER:	Chris Hill
AYES:	Chris Hill, Rob Boyette, Roger Lucas, JoAnne Daniels, Sherry Lucas, Leslie Atkinson, Michael Wetherington

While in closed session, Commissioners met jointly with the Board of the Healthcare Foundation of Wilson to consult with it's attorneys with attorney-client privileges pursuant to N.C.G.S. 143-318.11(3).

By consensus of the Board, the meeting was adjourned.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Michael Cobb, EMS Director**, to present a proclamation recognizing May 21-27, 2023, as Emergency Medical Services Week for the Board's consideration.

Initiated By: Michael Cobb, EMS Director

Action Proposed: Approve as presented

Attachments:

[EMS_Week_2023_Proclamation \(f\).docx](#)

EMERGENCY MEDICAL SERVICES WEEK

PROCLAMATION

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, and follow-up care; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, emergency physicians, emergency nurses, trained members of the public, and other out-of-hospital medical care providers; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Rob Boyette, Chair, and the Wilson County Board of Commissioners in recognition of this event do hereby proclaim the week of May 21 – 27, 2023, as Emergency Medical Services Week.

With the 2023 theme “EMS: Where Emergency Care Begins,” we encourage the community to observe this week with appropriate programs, ceremonies, and activities.

This the 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST:

Melissa Worley, Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Dr. Kesha Howell, Senior Center Director**, to present a proclamation recognizing May 2023 as Older Americans Month for the Board's consideration.

Initiated By: Kesha Howell, Senior Center Director

Action Proposed: Approve as presented

Attachments:

[Older Americans Month Proclamation 23.docx](#)

OLDER AMERICANS MONTH 2023

PROCLAMATION

WHEREAS, Wilson County includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

WHEREAS, Wilson County recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

WHEREAS, Wilson County can work to build an even better community for our older residents by:

- Emphasizing the many positive aspects of aging,
- Ensuring activities are responsive to individual needs and preferences,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

NOW THEREFORE, Rob Boyette, Chair, and the Wilson County Board of Commissioners do hereby proclaim May 2023 to be Older Americans Month. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Adopted this 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST:

Melissa Worley, Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Dr. Kesha Howell, Senior Center Director**, to present the HCCBG budget recommendation for FY 2023-2024 for the Board's consideration.

Initiated By: Kesha Howell, Senior Center Director

Action Proposed: Approve as presented

Description:

The HCCBG Committee recently met and presents their recommendation for the 2023-2024 budget year. The total allocation for Wilson County is \$681,180.

Attachments:

[commissioner's agenda \(FY 2023-2024\) HCCBG budget.docx](#)

The HCCBG Committee recently met and presents their recommendation for the FY 2023-2024 Budget year. The total allocation for Wilson County is \$681,180.00. This is presented for the Board's consideration.

	A				B	C
Services	Block Grant Funding				Required	Net
	Access	In-Home	Other	Total	Local Match	Service Cost
Senior Activity Center						
Operations			165000	\\\\\\\\\\\\\\\\\\\\	18333	183333
				\\\\\\\\\\\\\\\\\\\\	0	0
Wilson Meals on Wheels				\\\\\\\\\\\\\\\\\\\\	0	0
Home Delivered		190000		\\\\\\\\\\\\\\\\\\\\	21111	211111
Congregate Nutrition			72992	\\\\\\\\\\\\\\\\\\\\	8110	81102
Transportation (General)	15000			\\\\\\\\\\\\\\\\\\\\	1667	16667
WCIA (Gee Corbett)						
Congregate Nutrition			30400		3378	33778
Wilson Co DSS						
Consumer Directed (PA)		23088		\\\\\\\\\\\\\\\\\\\\	2565	25653
Consumer Directed (FMS)			3800		422	4222
In Home Aide Level II		114900			12767	127667
In Home Aide Level III		21000		\\\\\\\\\\\\\\\\\\\\	2333	23333
Wilson Co Transportation						
Medical	20000				2223	22223
General	25000				2778	27778
Total	60000	348988	272192	681180	75687	756867

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Dr. David Moody, JCPC Chair**, to present the Wilson County Juvenile Crime Prevention Council Executive Summary for FY 2023-2024 for the Board's consideration.

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve as presented

Description:

The Wilson County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2023-2024.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth and their families in Wilson County. Further, the JCPC has identified the strategies and services most likely to reduce and prevent delinquent behavior.

JCPC Action Plan: An Action Plan to impact delinquent behavior (included in this document) has been developed. With the goals and objectives, the JCPC proposes to:

Prevent and reduce delinquent behaviors

Increase public awareness of delinquency prevention

Provide a continuum of community resources to address delinquent and at-risk behaviors

Priorities for Funding: Through a risk and needs assessment as well as a resource assessment, the JCPC has determined that the following services are needed to reduce and prevent delinquency in Wilson County.

1. Mentoring
2. Parent/Family Skill Building
3. Interpersonal Skills
4. Vocational Skills
5. Tutoring/Academic Enhancement
6. Mediation
7. Home Based Counseling
8. Juvenile Structure Day
9. Substance Use Prevention and Education
10. Juvenile Structure Day

Attachments:

Wilson County Juvenile Crime Prevention Council 2023-24 Executive Summary

The **Wilson** County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop the County Plan for FY 2023 through FY 2024.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in **Wilson** County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan: There has been an ongoing Action Plan that guides the Wilson County JCPC to influence and impact community mobilization toward prevention of delinquency, and ensuring the availability of immediate interventions when delinquent behavior occurs.

With goals, measurable objectives and corresponding outcomes, the JCPC proposes to:

- *Prevent and reduce delinquency in Wilson County*
- *Increase public awareness of juvenile justice issues and best practice in delinquency prevention*
- *Provide a continuum of community resources to address delinquent and at-risk behaviors when they occur*
- *Choose the most appropriate programs to serve the needs of the youth with the JCPC funds allocated to Wilson County*

Priorities for Funding: Through a thorough needs assessment, study of risk factors that contribute to delinquency locally and an updated Wilson County Resource Assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency **Wilson** County.

- Mentoring
- Parent and Family Skill Building
- Interpersonal/Social Skill Building
- Tutoring and Academic Enhancement
- Restitution/ Community Service Program
- Teen Court
- Juvenile Structured Day
- Home Based Family Counseling
- Substance Abuse Treatment
- Mediation
- Vocational Skills
- Services Addressing Problem Sexual Behavior
- Specialized/Therapeutic Foster Care

Monitoring and Evaluation: Each JCPC program funded in 2022-23 has been monitored.

The monitoring results and program outcomes/evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs.

Monitoring outcomes have been shared with the full Council and Forms are on file in the Area Office for the following programs:

Transition/ReEntry (Family Counseling/Vocational)

Wilson County Community Service (Restitution)

Teen Court & Juvenile Mediation Services

Tri-County Therapeutic Foster Care

Parenting Wisely – Parent/Family Skills

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC Funding Committee has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety/ Juvenile Crime Prevention Council (DPS/JCPC) Funds to the following Programs in the amounts specified below for FY 2023-24 (See Wilson County Funding Plan) :

1. MCEC Teen Court & Mediation	\$83,680
2. MHFC Tri-County Therapeutic Foster Care	\$43,987
3. MHFC Transition/ReEntry	\$72,000
4. Wilson County Community Service	\$93,245

The JCPC further recommends that the following amount be allocated from the NC DJJDP funds for the administrative costs of the Council for FY 2023-2024 in the amount of \$434.

Respectfully Submitted,



David Moody, Chair
Wilson County Juvenile Crime Prevention Council

Wilson County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$293,346 Local Match: \$ \$128,717 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/ Federal	OTHER Funds	Total	% from DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In- Kind				
1	Teen Court & Mediation - Mediation Center	\$83,680	\$16,736		\$7,605			\$108,021	23%
2	Transition/ReEntry - MHFC	\$72,000	\$14,400					\$86,400	17%
3	Therapeutic Foster Care - MHFC	\$43,987	\$8,797					\$52,784	17%
4	Wilson County Community Service	\$93,245	\$18,649		\$62,530			\$174,424	47%
5	JCPC Administration	\$434						\$434	
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$293,346	\$58,582		\$70,135			\$422,063	30%

The above plan was derived through a planning process by the Wilson County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 23-24.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ Area Consultant	Date _____
Reviewed by _____ Program Assistant	Date _____
Verified by _____ Designated State Office Staff	Date _____

Deel May 4/21/23
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

ver 6/30/2016

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2023-2024

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>Yes</u> |

If not, which positions are vacant and why?

Business Community and one of the "Under 21" positions are open; will continue to work to fill the vacant positions.

Organization

- | | |
|---|----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

Public Awareness

- | | |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
☒ RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | <u>Yes</u> |

No Overdue Tax Debt

- | | |
|--|------------|
| A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? | <u>Yes</u> |
|--|------------|

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Briefly outline the plan for correcting any areas of standards non-compliance.

None.

Approved this the _____ day of _____, 2023.

Chair, Wilson County Board of Commissioners

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Dr. Ben Williams	Asst. Superintendent	☒	White	Male
2) Chief of Police or designee	Jordan Williams <i>*jking@wisc.org</i>	Victim Assistance Coord.	☒	White	Male
3) Local Sheriff or designee	Lt Tanyanika Wiggins	Deputy	☒	Black or African-American	Female
4) District Attorney or designee	Walter Blake	Assistant DA	☒	White	Male
5) Chief Court Counselor or designee	Terri Proctor	Chief Court Counselor		White	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Melissa Resse	Community Relations Spec.	☒	White	Female
7) Director DSS or designee	Nikki Mears	Child Welfare Supervisor	☒	White	Female
8) County Manager or designee	Ron Hunt	County Manager		White	Male
9) Substance Abuse Professional	Jeff Hill	Substance Abuse		White	Male
10) Member of Faith Community	Rev. Dr. Torase Barnes	Faith Community		Black or African-American	Male
11) County Commissioner	Leslie Atkinson	County Commissioner		Black or African-American	Male
12) A Person Under the Age of 21	Anna Davis	Youth		White	Female
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney	Christopher Lusby	Attorney		White	Male
15) Chief District Judge or designee	Joseph Brown	District Court Judge	☒	White	Male
16) Member of Business Community					
17) Local Health Director or designee	Kate Webb	Health Dept	☒	White	Female
18) Rep. United Way/other non-profit	Judi Thurston	Director of United Way		White	Female
19) Representative/Parks and Rec	Jordan Phillips	Parks and Rec.		White	Male
20) County Commissioner appointee	Beverly Boyette	School Board		White	Female
21) County Commissioner appointee	Candice Rountree	Concerned Citizen		Black or African-American	Female
22) County Commissioner appointee	Contina Thorne	Eastpointe System of Care Cord.		Black or African-American	Female
23) County Commissioner appointee	Dr. Carol White	Education/NAACP		Black or African-American	Female
24) County Commissioner appointee	Dr. David Moody	Professor		Black or African-American	Male
25) County Commissioner appointee	Dr. Richard Groskin	Professor		White	Male
26) County Commissioner appointee	J. Chris Price	Attorney		White	Male

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
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Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Thomas Dienes, Green Engineering, PLLC and Mr. Ronnie Ford, Water Services Director**, to present the Capital Project Ordinances and Resolutions for the Buckhorn and Yank Road projects for the ARPA grant with the North Carolina Department of Environmental Quality, Division of Water Infrastructure grant for the Board's consideration.

Initiated By: Tiffany Purdy, Grants Program Manager

Action Proposed: Approve as presented

Attachments:

[Resolution - Yank Road BPS \(VUR-D-ARP-0038\).docx](#)

[Resolution - Buckhorn Extensions \(VUR-D-ARP-0064\).docx](#)

[Capital_Project_Ordinance_VUR-D-ARP-0064.docx](#)

[Capital_Project_Ordinance_VUR-D-ARP-0038.docx](#)

**RESOLUTION BY BOARD OF COMMISSIONERS
COUNTY OF WILSON, NC**

WHEREAS, the County of Wilson – Southwest Water District has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$1,813,713 to perform work detailed in the submitted application for Project Number VUR-D-ARP-0038, and

WHEREAS, the County of Wilson – Southwest Water District intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WILSON:

That County of Wilson – Southwest Water District does hereby accept the American Rescue Plan Grant offer of \$1,813,713.

That the County of Wilson – Southwest Water District does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Ron Hunt, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 1ST of May, 2023 at Wilson, North Carolina.

Rob Boyette, Chairman
Wilson County Board of Commissioners, Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting as the Clerk of Board of the County of Wilson does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of the American Rescue Plan Grant with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of County Commissioners of the County of Wilson duly held on the 1ST of May, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 1ST of May, 2023.

(Signature of Recording Officer)

Clerk to the Board

(Title of Recording Officer)

**RESOLUTION BY BOARD OF COMMISSIONERS
COUNTY OF WILSON, NC**

WHEREAS, the County of Wilson – Southwest Water District has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$5,242,800 to perform work detailed in the submitted application for Project Number VUR-D-ARP-0064, and

WHEREAS, the County of Wilson – Southwest Water District intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WILSON:

That County of Wilson – Southwest Water District does hereby accept the American Rescue Plan Grant offer of \$5,242,800.

That the County of Wilson – Southwest Water District does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Ron Hunt, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 1ST of May, 2023 at Wilson, North Carolina.

Rob Boyette, Chairman
Wilson County Board of Commissioners, Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting as the Clerk of Board of the County of Wilson does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of the American Rescue Plan Grant with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of County Commissioners of the County of Wilson duly held on the 1st of May, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st of May, 2023.

(Signature of Recording Officer)

Clerk to the Board

(Title of Recording Officer)

Capital Project Ordinance for Wilson County – Southwest Water District

BE IT ORDAINED by the Governing Board of Wilson County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the construction of Buckhorn Pressure Zone – Water System Extensions to be financed by an ARPA Grant with the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering Design/Permitting/Bidding	\$	250,500
Engineering Report Preparation		25,000
Project Funding Administration		25,000
Construction Administration		42,500
Construction Observation		127,500
Closing Fee		102,800
Construction		4,669,500
Total appropriations	\$	5,242,800

Section 4: The following revenues are anticipated to be available to complete this project:

ARPA Grant VUR-D-ARP-0064	\$	5,242,800
Total estimated revenues	\$	5,242,800

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 6: Funds may be advanced from the Utility Fund or Water & Sewer Capital Improvement Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 1st day of May 2023

Rob Boyette, Chairman
Wilson County Board of Commissioners

(Seal)

Attest:

Melissa Worley, Clerk to the Board

Capital Project Ordinance for Wilson County – Southwest Water District

BE IT ORDAINED by the Governing Board of Wilson County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the construction of Yank Road Booster Pump Station Replacement and Town of Lucama Interconnection to be financed by an ARPA Grant with the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering Design/Permitting/Bidding	\$	123,250
Engineering Report Preparation		25,000
Project Funding Administration		25,000
Construction Administration		23,100
Construction Observation		69,300
Closing Fee		35,563
Construction		<u>1,512,500</u>
Total appropriations	\$	1,813,713

Section 4: The following revenues are anticipated to be available to complete this project:

ARPA Grant VUR-D-ARP-0038	\$	<u>1,813,713</u>
Total estimated revenues	\$	1,813,713

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 6: Funds may be advanced from the Utility Fund or Water & Sewer Capital Improvement Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 1st day of May 2023

Rob Boyette, Chairman
Wilson County Board of Commissioners

(Seal)

Attest:

Melissa Worley, Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Rob Holsten, Vice President of Academic Affairs, Wilson Community College**, to present a report on successful funding for a workforce location at Wilson Community College for the Board's information.

Initiated By: Ron Hunt, County Manager

Action Proposed: No Action Required

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Michael Cobb, EMS Director**, to present a multi-year contract with Airgas for the Board's consideration.

Initiated By: Michael Cobb, EMS Director

Action Proposed: Approve as presented

Description:

This contract has been approved and pre-audited by our Financial Services Directory and County Attorney.

Attachments:

[Airgas Contract.pdf](#)



CYLINDER PRODUCT SALE AGREEMENT^{an Air Liquide company}

Airgas USA, LLC, with offices at **5421 Old Dowd Rd., Charlotte NC 28280** ("Seller") and **Wilson Co. Dept. Of EMS**, with offices at **1817 Glendale Dr. SW, Wilson, NC, 27893-4401** ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

- **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, industrial, specialty, and medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement.

- **Term.** This Agreement shall be effective as of April 5th, 2023 ("Effective Date"). The initial term of this Agreement shall be Five (5) years and shall commence upon the Effective Date. Seller shall have the right to terminate this Agreement and recover the possession of the Cylinders, if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any amounts owed when and as due.

- **Payment Terms.** The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Cylinders provided by Seller and terminate, in whole or in part, this Agreement.

- **Charges.** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.

- **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto, which rate(s) may be adjusted from time to time. If not listed on a rider, rental fees will be priced at market rate. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the rental fees set forth herein. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.

- **Taxes.** Buyer shall be responsible for all applicable taxes related to or arising from this Agreement.

- **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com. Buyer understands that the Products must not be used without first consulting the SDS.

- **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.

- **Price Change.** If Seller increases the price for a Product sold under this Agreement, such increase shall become effective Thirty (30) days after written notice is given to Buyer.

- **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

- **Remedy; Limitation of Liability.** SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL

APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.

- **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless against all claims, suits, actions, liabilities, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any personal injury (including death) or property damage arising out of Buyer's use of Seller's Products, except to the extent that such personal injury or property damage is due to the sole negligence of Seller.
- **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.
- **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.
- **Governing Law, Dispute Resolution; Class Action and Trial by Jury Waiver.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of North Carolina, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**
- **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 hereof must be given by overnight courier providing proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Seller against all damages Seller may suffer if Buyer's representation is not correct. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year accepted by Seller below.**

Wilson Co. Dept. of EMS (BUYER) Signature: _____ Printed Name and Title: _____/Authorized Representative Date: _____	AIRGAS USA, LLC (SELLER) Presented By: <u>Christopher Riley</u> Accepted By: _____ Printed Name and Title: _____ Date _____ CYL PSA APRIL 2021 CONFIDENTIAL
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**Rider to Cylinder Product Sale Agreement between Wilson Co. Dept. of EMS and Airgas USA, LLC,
with an Effective Date of April 5th, 2023**

Buyer's Locations: 1817 Glendale Dr. SW, Wilson, NC, 27893-4401

Product	Description	Price/Cylinder	Cylinder Size	Daily Rental Fee
OX USP	CYL OXYGEN USP	12.03	125	0.21
OX USPDAWBDS	CYL OXYGEN USP DA MED	14.50	WOB	0.21
OX USPDAWBDSSEMS	CYL OXYGEN USP DA MED	14.50	WOB	0.21
LSECYLMWB	Cylinder Lease Sale	36.10		
LSECYLMLG	Cylinder Lease Sale	38.09		

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is Exempt per Delivery

Hazmat Charge (Cylinder Rental) is Exempt

Delivery Charge is \$ 23.72 per Delivery

Fuel Charge Exempt

AGREED TO AND ACCEPTED BY:

Wilson Co. Dept. of EMS (BUYER)	AIRGAS USA, LLC (SELLER)
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Region _____
	Date: _____

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Refresco for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[Refresco Economic Incentive Appropriation 23.docx](#)

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO REFRESCO**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Refresco. will, at its sole cost and expense, make an approximate \$16,500,000 investment in Wilson County, North Carolina in years 2019 through 2020; and

WHEREAS, said expansion will increase the tax base in Wilson County and Refresco will employ an additional 43 full time jobs with benefits at an average annual wage of \$30,464; and

WHEREAS, Refresco has requested Wilson County to assist it with economic development incentives; and

WHEREAS, Refresco will receive a four (4) year economic incentive not exceeding a total of \$400,000, to be paid to Refresco annually over four (4) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Refresco challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Refresco will request the County Manager to issue a check after paying its taxes each year and until a total of \$400,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson has each approved payment of this incentive for four (4) years and the City and County will jointly pay this incentive, the share of each being equally divided; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby authorize, approve, the third of four appropriations to Refresco for the sum of \$50,000 for economic development purposes, and on the terms and conditions described above.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST

Melissa Worley
Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive payment for Barnes Metal Crafters for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[Barnes Metalcrafters Economic Incentive Resolution 23.docx](#)

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES FOR THE
PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO BARNES METALCRAFTERS, INC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Barnes Metalcrafters Inc. will, at its sole cost and expense, make an approximate \$2,560,100 investment in Wilson County, North Carolina in years 2019 through 2021; and

WHEREAS, said expansion will increase the tax base in Wilson County and Barnes Metalcrafters Inc. will employ an additional 7 full time jobs with benefits at an average annual wage of \$42,000; and

WHEREAS, Barnes Metalcrafters Inc. has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, Barnes Metalcrafters Inc. will receive five (5) year economic incentive not exceeding a total of \$70,000, to be paid to Barnes Metalcrafters Inc. annually over five (5) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Barnes Metalcrafters Inc. challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Barnes Metalcrafters Inc. will request the County Manager to issue a check after paying its taxes each year and until a total of \$70,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$14,000 annually with the City and County sharing equaling in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby authorize, approve, and appropriate the third of five (5) annual appropriations to Barnes Metalcrafters Inc. up to but not exceeding, the sum of \$7,000 each beginning in 2020 as economic incentives for the purpose of assisting Barnes Metalcrafters Inc., Wilson, North Carolina for economic development purposes, and on the terms and conditions described above.
2. The funds are to be appropriated from the economic development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST

Melissa Worley
Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Pamlico Air, LLC for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[Pamlico Air Economic Incentive 23.docx](#)

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO PAMLICO AIR, INC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Pamlico Air, Inc. will, at its sole cost and expense, make an approximate \$4,000,000 investment in Wilson County, North Carolina in years 2021 through 2023; and

WHEREAS, said expansion will increase the tax base in Wilson County and Pamlico Air, Inc. will employ approximately 100 full time jobs with benefits at an average annual wage of \$34,000; and

WHEREAS, Pamlico Air, Inc. has requested Wilson County and the City of Wilson to assist it with economic development incentives; and

WHEREAS, Pamlico Air, Inc. will receive a three (3) year economic incentive not exceeding a total of \$90,000, to be paid to Pamlico Air, Inc. annually over three (3) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Pamlico Air, Inc. challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Pamlico Air, Inc. will request the County Manager to issue a check after paying its taxes each year and until a total of \$90,000 has been paid; and

WHEREAS, Wilson County and the City of Wilson have approved payment of this incentive in the amount of \$30,000 annually with the City and County sharing equally in the joint payment of the incentive; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby authorize, approve, and appropriate the first of three (3) annual appropriations of \$15,000 to Pamlico Air, Inc. up to, but not exceeding, the sum of \$45,000 beginning with \$15,000 in 2023 as economic incentives for the purpose of assisting Pamlico Air, Inc., Wilson, North Carolina for economic development purposes, and on the terms and conditions described above.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST

Melissa Worley
Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Merck & Company (Sonora) for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[Merck and Company Economic Incentive 23.docx](#)

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO MERCK & COMPANY, INC.**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Merck & Company, Inc. will, at its sole cost and expense, make an approximate \$30,000,000 investment in Wilson County, North Carolina in years 2020 through 2021; and

WHEREAS, said expansion will increase the tax base in Wilson County and Merck & Company, Inc. will employ an additional 34 full time jobs with benefits at an average annual wage of \$57,100; and

WHEREAS, Merck & Company, Inc. has requested Wilson County to assist it with economic development incentives; and

WHEREAS, Merck & Company, Inc. will receive a five (5) year economic incentive not exceeding a total of \$700,000, to be paid to Merck & Company, Inc. annually over five (5) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Merck & Company, Inc. challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Merck & Company, Inc. will request the County Manager to issue a check after paying its taxes each year and until a total of \$700,000 has been paid; and

WHEREAS, Wilson County has approved payment of this incentive in the amount of \$100,000 the first year and \$150,000 in the four years following; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the third of five appropriations to Merck & Company Inc. for the sum of \$150,000 for the purpose of assisting Merck & Company, Inc., Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County Budget of the 2022-2023 fiscal year.

DULY ADOPTED this 1st day of May 2023.

Rob Boyette, Chair
Wilson County Board of Commissioners

ATTEST

Melissa Worley
Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Ms. Jennifer Lantz, Economic Development Council Director**, to present the Economic Incentive for Merck & Company (Rota) for the Board's consideration.

Initiated By: Ron Hunt, County Manager

Action Proposed: Approve as presented

Attachments:

[Merck Economic Incentive 2 23.docx](#)

**RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES
FOR THE PURPOSE OF ECONOMIC DEVELOPMENT
BY APPROPRIATING FUNDS TO MERCK & COMPANY INC**

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in the county; and

WHEREAS, Merck & Company Inc. will, at its sole cost and expense, make an approximate \$57,000,000 investment in Wilson County, North Carolina in years 2019 through 2020; and

WHEREAS, said expansion will increase the tax base in Wilson County and Merck & Company Inc will employ an additional 55 full time jobs with benefits at an average annual wage of \$59,273; and

WHEREAS, Merck & Company Inc. has requested Wilson County to assist it with economic development incentives; and

WHEREAS, Merck & Company Inc. will receive a five (5) year economic incentive not exceeding a total of \$700,000, to be paid to Merck & Company Inc. annually over five (5) years and based on its investment in real and personal property in each of those years. The annual incentive payments cannot exceed the total real and personal property taxes paid in any given year. If Merck & Company Inc. challenges the tax values of its real or personal property of the above described company investment, or if the company fails to hire/retain and pay its employees as stated above, the incentive package will be voided; and

WHEREAS, the investment must be listed on the company's real and personal property tax listing and taxes paid prior to the payment of each incentive payment and Merck & Company Inc. will request the County Manager to issue a check after paying its taxes each year and until a total of \$700,000 has been paid; and

WHEREAS, Wilson County has approved payment of this incentive in the amount of \$170,000 the first year, \$150,000 in years two and three, \$130,000 in year four and \$100,00 in the fifth and final year following; and

WHEREAS, a public hearing has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, the Wilson County Board of Commissioners desires to authorize the appropriations and expenditures described above as said appropriations and expenditures will increase the population, taxable property, and business prospects of Wilson County as contemplated by General Statute, Section 158-7.1 of the North Carolina General Statutes.

NOW, THEREFORE, be it resolved by the Wilson County Board of Commissioners that:

1. The Board of Commissioners does hereby approve the third of five appropriations to Merck & Company Inc. for the sum of \$150,000 for the purpose of assisting Merck & Company, Wilson, North Carolina for economic development purposes.
2. The funds are to be appropriated from the Economic Development line item of the Wilson County budget of the 2022-2023 fiscal year.

DULY ADOPTED this 1st day of May 2023.

ATTEST

Rob Boyette, Chair
Wilson County Board of Commissioners

Melissa Worley
Clerk to the Board

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Sheriff Calvin Woodard**, to present the Contract for Law Enforcement Services with the Town of Black Creek for the Board's consideration.

Initiated By: Sheriff Calvin Woodard

Action Proposed: Approve as presented

Description:

The Wilson County Sheriff's Office has been asked by the Town of Black Creek to direct law enforcement within the township. The contract for law enforcement would be similar to that in Elm City and Lucama, in which salaries of two deputies, vehicles, trainings, uniforms, insurance, equipment and etc. would be funded by the town. The contract would be for a term of (3) three years. The payment processing plan would be similar to what we currently do with payment through Wilson County Financial Services.

Attachments:

[Black_Creek_Contract_with_Ex_A \(p\).pdf](#)



**SHERIFF
CALVIN L. WOODARD, JR.**

WILSON COUNTY SHERIFF'S OFFICE

100 E. Green Street • Post Office Box 1666 • Wilson, North Carolina 27894-1666
252-237-2118 • FAX 252-399-2871

**WILSON COUNTY
STATE OF NORTH CAROLINA**

THE AGREEMENT is made and entered into this the 1st day of July, by and among CALVIN L. WOODARD, JR, SHERIFF OF WILSON COUNTY (hereinafter called "Sheriff"), WILSON COUNTY, a body politic and corporate, of the State of North Carolina (hereinafter called "the County"), and THE TOWN OF BLACK CREEK, a municipal corporation (hereinafter called "the Town").

WITNESSETH

WHEREAS, the Sheriff is the Chief Law Enforcement Officer of Wilson County, North Carolina; and

WHEREAS, the Town is located within Wilson County; and

WHEREAS, the Town has requested the Sheriff to enter into an Agreement with the Town whereby the Sheriff would provide "direct" law enforcement protection for the Town; and

WHEREAS, The Sheriff has agreed to provide such protection to the Town for a period of three (3) years, commencing on July 1, 2023; and

WHEREAS, the County has agreed to the provision of such services by the Sheriff for the Town; and

WHEREAS, the parties desire to reduce the terms of their Agreement to writing.

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, the Sheriff, the County, and the Town do hereby stipulate, covenant, and agree as follows:

FIRST: Commencing July 1, 2023, the Sheriff will provide "direct" law enforcement protection to the Town of BLACK CREEK as set forth herein. In providing such protection, the Sheriff will assign two Deputies exclusively to the Town, and the Deputies will remain within the Town limits of the Town during their duty hours, unless an emergency arises warranting their presence elsewhere. The two Deputies will work a maximum aggregate of 336 hours, as mandated by the Fair Labor Standard Act, during each 28-day cycle. The Town will receive coverage from Deputies of the Wilson County Sheriff's Office, when the two Deputies are not on duty, to the extent the Town presently receives such coverage by zone Deputies.

SECOND: As compensation for the providing of "direct" law enforcement protection by the Sheriff, the Town will pay Wilson County the actual cost of such "direct" law enforcement protection, not to exceed the amounts shown of Exhibit A attached hereto, for the year in which the service is provided. (Budget subject to change). The cost of such services will be billed to the Town monthly, one month in arrears by the County, and the Town will make payments for such services, to be paid to Wilson County, within fifteen (15) days from the date of such billing. The initial organizational costs will be handled between the Town and the Sheriff, to include uniforms, vehicles, equipment and other items agreed upon between the Sheriff and the Town of Black Creek prior to the starting date of this contract.

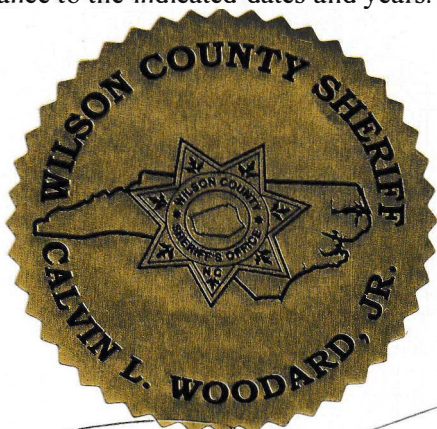
THIRD: The Town will provide suitable office space for use by the Deputies assigned to the Town. The office space will be the premises where the Black Creek Fire Department has heretofore conducted its operations and said premises will be for the exclusive use of the Sheriff. The Town will pay for all maintenance, upkeep, utilities, and telephone service provided to or at said premises.

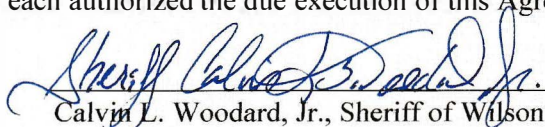
FOURTH: The Sheriff shall, pursuant to N.C.G.S 153A-103, have exclusive supervision, direction, and control of the Deputies assigned to the Town for the purpose of carrying out the terms of this contract.

FIFTH: The Sheriff shall begin providing police protection to the Town on July 1, 2023. This Agreement shall continue for a period of three (3) years, until June 30, 2026. Prior to that date, the parties shall determine whether the contract should be extended for a renewal term of three (3) additional years commencing on July 1, 2026, any such renewal term to be upon such conditions as may be agreed upon by the parties.

SIXTH: The disposition of the motor vehicles used by the Deputies will be turned over to the Town of Black Creek upon the purchase of any new vehicles. The vehicles; however, are under the exclusive rights of the Wilson County Sheriff's Office, along with the information on this agreement, until they are no longer considered to be of service.

IN WITNESS WHEREOF, the Sheriff has hereunto set his hands and seal, and the Boards of Commissioners of the County and the Town have each authorized the due execution of this Agreement, in compliance to the indicated dates and years.



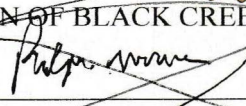
 (SEAL)
Calvin L. Woodard, Jr., Sheriff of Wilson County

WILSON COUNTY

By: _____
Chairman, Wilson County Board of Commissioner

ATTEST: 
Clerk

TOWN OF BLACK CREEK

By:  _____

Title: Mayor

ATTEST: _____

Clerk, Wilson County Board of Commissioners

Wilson County Sheriff's Office Budget Worksheet

Budget Year 2023-2024



2024 Department
Request

Account	Account Description	
Sub Department 4311 - BLACK CREEK SATELITE		
41210	SALARIES	102,799.00
41212	OTHER PAY (Other than Part-time)	6,340.00
41800	401-K RETIREMENT SUPPLEMENT	5,141.00
41805	DENTAL INSURANCE	0.00
41810	FICA	7,866.00
41820	RETIREMENT EXPENSE	14,537.00
41830	HOSPITALIZATION EXPENSE	20,160.00
41835	WORKMANS COMP	0.00
42130	UNIFORM/ CLOTHING ALLOWANCE	5,000.00
42500	GAS	9,000.00
42510	TIRES	600.00
42610	OFFICE SUPPLIES	300.00
43530	MAINTENANCE- VEHICLE	1,000.00
43532	VEHICLE PREP	10,734.00
43600	RADIO MAINTENANCE	500.00
43800	DATA PROCESSING SERV & EQUIP	1,060.00
43950	TRAINING	2,044.00
44999	CONTROLLED EQUIP/F&F \$1,000 TO \$4,999	2,198.00
44500	INSURANCE- VEHICLES	1,150.00
45000	CAPITAL OUTLAY \EQUIPMENT	85,556.00
45099	CAPITAL LEASES	1,434.00
Sub Department 4311 - BLACK CREEK SATELITE Totals		\$277,419.00

NOTE: Budget Explanation for Line 44999 - Controlled Equipment
 * 2 - Ballistic Blankets (Level IIIA - 4'x6') \$2,198.00

Budget Explanation for Line 45000 - Capital Outlay
 *2 - 2023 Dodge Chargers Police RWD \$73,200.00
 *2 - Blue lights and light bars 6,084.76
 *2 - In-car camera systems 6,269.60
TOTAL \$85,554.36

EXHIBIT A

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Sheriff Calvin Woodard**, to present the Contract for Inmate Medical Services (IMS) for the Wilson County Detention Center for the Board's consideration.

Initiated By: Sheriff Calvin Woodard

Action Proposed: Approve as presented

Description:

The Wilson County Sheriff's Office, after consulting with other Sheriff's Offices and vendors, seeks to contract with Inmate Medical Services (IMS), who will provide core medical services as indicated in the "Inmate Medical Services Proposal". The services provide more coverage and more resources to the Wilson County Sheriff's Office Detention Center. The payment processing plan would be similar our current process with Wilson County Financial Services.

Attachments:

[Wilson Co Inmate Med Services Contract \(p\).pdf](#)

[Wilson County_Proposal for Inmate Medical Services 3.9.23.pdf](#)



Agreement for Inmate Medical Services

THIS AGREEMENT, made this _____ day of _____, _____, by and between **WILSON COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter “County”), **INSTITUTIONAL MEDICAL SERVICES, PLLC** (hereinafter “Clinical Services Provider”) a North Carolina Professional Limited Liability Company, and **IMS CORRECTIONAL HEALTHCARE, LLC**, a Delaware Limited Liability Company registered to conduct business in North Carolina (hereinafter “Management Services Company”);

WHEREAS, County desires to retain Clinical Services Provider and Management Services Company to provide a comprehensive health care delivery system (hereinafter the “Services”) for inmates in the Wilson County Jail located at 100 Green Street E, Wilson, NC 27893 (hereinafter the “Jail”) pursuant to N.C.G.S. 153A-225; and

WHEREAS, the Clinical Services Provider and Management Services Provider have agreed to provide the Services upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Services.** The Clinical Services Provider will be responsible for all clinical decision-making, clinical oversight of the medical staff, and provision of medical care/treatment at the Jail. Jail medical staff can include Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Medical Technicians. The Clinical Services Provider and/or medical staff overseen by the Clinical Services Provider will provide 16 clinical hours of on-site coverage per day on weekdays, and 12 clinical hours of on-site coverage per day on weekends. Medical on-call will be provided 24 hours a day. Services shall include medical personnel exclusively setting up and administering all medications 7 days each week, doing medical screenings and sick call daily, all DNA testing (blood draws and swabs), and all other medically related tasks (i.e. record filing, ordering meds and supplies, etc.).

At the written request of the County, Clinical Services Provider and Management Services Company agree to discuss, in good faith, any desired changes to the onsite clinical hour schedule described above, as well as any potential changes to medical care, staffing protocols, and total cost that may be of consequence as a result.

2. **Emergencies.** Non-emergency cases will be seen at the Jail. In the event Clinical Services Provider determines that emergency services are needed, 911 shall be contacted. Jail will be responsible for coordinating transportation for the inmate. Clinical Services Provider will review all non-emergency cases involving “High Risk Transports” at the Jail prior to transporting.
3. **Medical Director.** Clinical Services Provider, in conjunction with Management Services Company, shall designate a Medical Director, who shall be in charge of the performance of this Agreement by the Clinical Services Provider. The Medical Director will direct the

medical program at the Jail with the assistance of his or her partners and nurses provided by Clinical Services Provider and Management Services Company. The Medical Director or his designee will be available 24 hours per day for telephone consultation with the nurse(s), jail administrator or designee, detention officers, or emergency medical services personnel, regarding medical care for inmates. The Clinical Services Provider, in conjunction with the Management Services Company, certifies that the Medical Director is licensed to practice medicine in the State of North Carolina, is in good standing in all respects regarding his licensure and certification and has the requisite skills and expertise to perform the duties set forth herein.

By signing this Agreement, County acknowledges and agrees that Management Services Company is not a professional medical provider and will not be directly providing medical services under the Agreement. Only Clinical Services Provider, and the appropriately licensed Medical Director, being charged with oversight of medical staff, shall be responsible for the provision of medical or other clinical services, maintaining associated licensure/qualifications, and any other related medical or clinical decision-making or oversight per North Carolina Corporate Practice of Medicine guidelines and follow all state and federal laws and regulations as it relates to the treatment of inmates at jails.

4. **Medication.** Clinical Services Provider will write orders for prescription and non-prescription medication, instructions for dispensing such medication, and make recommendations for treatment of inmates.
5. Clinical Services Provider will develop protocol for Medical Director's approval on all non-emergency referrals requiring outside physician and jail transportation.
6. County will pay Management Services Company, on behalf of Clinical Services Provider, the sum of \$44,000.00 per month (\$528,000.00 per year) for the Services rendered. Management Services Company will submit any invoice on the first day of each month for the previous month's Services, and the County shall pay the invoice within 15 days of receiving the invoice.

It should be noted that costs described in this Agreement encompass Services rendered by the Clinical Services Provider only, and do not include coverage or cost sharing for any supplies, equipment, pharmaceutical costs or outside medical fees. Please see Addendum A attached which describes the option to implement electronic medical records service from CorrecTek and associated fees. Should County elect to engage with CorrecTek for electronic medical records service, monthly fees will be included on the monthly invoice submitted to the County by Management Services Company, in addition to the fee for service described in the first paragraph of this section 6, and remitted to CorrecTek by Management Services Company.

7. **Indemnification.** Clinical Services Provider will indemnify and hold County harmless from and against any liability, losses, damages, settlements, costs and attorney's fees, arising out of this Agreement or the performance thereof, or for death, personal injury or property damage arising out of Services performed hereunder.

8. **Insurance.** Clinical Services Provider shall carry and maintain throughout the full term of this Agreement, or any extension hereof, at Clinical Services Provider's sole expense, insurance covering just the obligations or acts of Clinical Services Provider under this Agreement, including specifically medical malpractice insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate; workers compensation insurance in accordance with statutory requirements, with a limit of \$500,000 per occurrence; and general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of such insurance shall be furnished to the County upon request. Clinical Services Provider shall give County thirty (30) days written notice prior to cancellation or modification of any such policy. The maintenance of such insurance will not in any manner affect Clinical Services Provider's obligation to indemnify County as described above. Clinical Services Provider agrees that such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

Clinical Services Provider and Management Services Company shall further ensure that Nurses, other employees, or subcontractors of Clinical Services Provider and Management Services Company maintain insurance covering the obligations and acts required by this Agreement, including specifically medical malpractice and general liability insurance. Clinical Services Provider and Management Services Company shall further ensure that Nurses, other employees or subcontractors of Clinical Services Provider and Management Services Company shall be covered by Worker's Compensation insurance as may be required by law. Clinical Services Provider or Management Services Company shall provide County with certificate of insurance coverage for Nurse, other employees or subcontractors of Clinical Services Provider and Management Services Company upon request, and shall give County thirty (30) days written notice prior to cancellation or modification of any such policies Clinical Services Provider and Management Services Company agree that such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

9. **Term.** The term of this Agreement shall commence on July 1, 2023, and continue for a twelve (12) month term thereafter, ending on June 30, 2024. The parties can mutually agree to extend this Agreement for successive twelve (12) month terms after the initial term with expected annual increases for inflation adjusted pricing as mutually agreed upon by all parties. Both County and Management Services Company, in conjunction with Clinical Services Provider, may nonetheless cancel this contract without cause on ninety (90) days written notice to the other party.
10. **Notices.** Any notice to be given hereunder shall be given in writing and delivered personally, or by registered or certified mail, postage prepaid as follows:

To County:

Wilson County Sheriff's Office
Attn: Sheriff Calvin L. Woodard, Jr.
100 E. Green Street
P.O. Box 1666

Wilson, NC 27894

To Clinical Services Provider: Institutional Medical Services, PLLC
Attn: Dr. John Henry Piland, MD
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

To Management Services Company: IMS Correctional Healthcare, LLC
Attn: Joshua T. Welk
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

11. Clinical Services Provider shall at all times maintain all required certificates and licenses of medical practice, including state licensure, state privilege tax, and any other requirements for the practice of medicine in the State of North Carolina, and provide proof of same upon request to the County. Clinical Services Provider shall further be responsible for ensuring that all employees employed by the Management Services Company to perform services at the Jail maintain all required certificates and licenses relevant to medical or other professional services in the State of North Carolina.
12. **Independent Contractor.** This Agreement does not create any relationship between the County and the Clinical Services Provider or Management Services Company an employee, agent, representative, joint venture or partner of the County for any purpose whatsoever. Clinical Services Provider, in conjunction with Management Services Company, is strictly an independent contractor. Neither Clinical Services Provider nor Management Services Company are authorized to make any contract, agreement, warranty or other representation, express or implied, on behalf of the County. Neither Clinical Services Provider, in conjunction with Management Services Company, nor any employee, agent, or contract of Clinical Services Provider or Management Services Company has an employment status with the County and are not entitled to participate in any benefits extended by County to its own employees, including specifically worker's compensation benefits.

County is interested only in the results to be achieved, but the conduct and control of the work will lie solely with the Clinical Services Provider. All persons employed by the Clinical Services Provider and Management Services Company to perform services hereunder shall be subject to the exclusive and control of the Clinical Services Provider, it being the intention of the parties that Clinical Services Provider and Management Services Company and all employees shall remain independent contractors, not subject to the control of the county.

The Management Services Company, on behalf of the Clinical Services Provider, will be responsible for salary, benefits, and all insurance costs associated with its employees or others performing services on its behalf.

13. Management Services Company, on behalf of Clinical Services Provider shall give immediate written notice to the County of all accidents or claims of any nature arising out of Clinical Services Provider's performance under this Agreement, and shall cooperate fully with County or its representatives in the investigation, handling or prosecution of such claim, subject to the Clinical Services Provider's duties to report to, cooperate with, and keep confidential, matters which he must report to his medical professional liability carrier. By executing this Agreement, Clinical Services Provider authorizes the release of any police, medical, or accident reports to County or its representative. This release will survive the termination of this Agreement.
14. Failure of any party to comply with the provisions of this Agreement shall be deemed a material breach. Upon defaulting party's failure to correct such noncompliance within ten days of receipt of notice of default, the non-breaching party may, at its option, terminate this Agreement. Time is of the essence to the performance of this Agreement.
15. No failure to delay or exercise a remedy hereunder shall constitute a waiver of any such right to remedy as stated herein or under equity or law.
16. Clinical Services Provider and Management Services Company represent that this Agreement is being entered into free from any obligation or claim, either for services or employees, which is contrary to the provisions hereof. This Agreement, or any right hereunder, shall not be assigned by any parties, nor shall any duty hereunder be delegated by any parties, without the express written consent of all parties. Any attempted assignment or delegation without such consent shall be void.
17. Should an adversarial proceeding arise between the parties pursuant to this Agreement, the losing party in any such proceeding shall pay the reasonable expenses, including attorney's fees, of the prevailing party or parties.
18. This Agreement shall be governed by and in accordance with the law of the State of North Carolina. Venue for any adversarial proceeding shall be set in Wilson County.
19. This Agreement, which includes the Contract Documents, constitutes the entire agreement and understanding between the parties respecting the subjects covered herein and shall not be modified in any respect except in a writing signed by all parties.
20. This Agreement may be executed in multiple counterparts, with each counterpart so executed being deemed an original, however, collectively constituting but a single document.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WILSON COUNTY

By: _____

Print Name: _____

Print Title: _____

approved
4-2-23
SLB

INSTITUTIONAL MEDICAL SERVICES, PLLC

By: _____

Print Name: _____

Print Title: _____

IMS CORRECTIONAL HEALTHCARE, LLC

By: _____

Print Name: _____

Print Title: _____



Agreement for Inmate Medical Services
Optional Addendum A

WHEREAS, this addendum relates to the Medical Services Provision Agreement originally entered into by Institutional Medical Services, PLLC (hereinafter “Clinical Services Provider”), IMS Correctional Healthcare, LLC (hereinafter “Management Services Company”), and the Wilson County Sheriff’s Office (hereinafter “Customer”) with its principal place of business at 100 Green Street E, Wilson, NC 27893 originally signed on the _____ day of _____, _____ with a commencement date of July 1, 2023 and a term matching that described in the Agreement for Inmate Medical Services.

CorrecTek Spark Software

Management Services Company, in conjunction with Clinical Services Provider, will setup and maintain CorrecTek Spark EMR Software, provided by CorrecTek on a 12-month leased basis. Included in this software are three standard interfaces: Standard Offender Management Interfaces, Standard Pharmacy Interface, Standard Lab Interface. For breakdown of Full Implementation features, please reference attached quote.

Charges for Standard Lease

Costs for service are shown below:

Description	Fee	Term
CorrecTek Up Front Costs	\$1,000	One-Time Cost
Monthly Software Lease + “Advantage Plan”	\$1,000	Paid Monthly
Kalleo Software Hosting Services	\$60/user	Paid Monthly

One-Time Costs shown above, made up of CorrecTek Up Front Costs, as well as monthly costs shown above, made up of the Monthly Software Lease and Software Hosting Services, will be in addition to the total fee for Services described in Section 6 of the Agreement for Inmate Medical Services, and included as a separate line on the monthly invoice submitted by Management Services Company. Customer will also be responsible for purchasing any necessary hardware and equipment with no markup from IMS.

Customer agrees to cover the cost of a JMS interface charged by Customer’s JMS Software Provider. To the extent that the interface cost is prohibitively expensive, Customer can work with Management Services Company to develop and implement a file transfer software that can replace a traditional JMS interface at a one-time cost of \$2,000.

By signing this addendum, Customer elects to implement CorrecTek electronic medical records and agrees to all terms laid out herein.

[Signature Page Follows]

This Addendum entered into the _____ day of _____, _____.

Wilson County

Institutional Medical Services, PLLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

IMS Correctional Healthcare, LLC

Signature: _____

Print Name: _____

Print Title: _____

Wilson County Sheriff's Office
Attn: Captain Marc Connor
100 Green Street E
Wilson, NC 27893

March 9th, 2023

INMATE MEDICAL SERVICES PROPOSAL

Dear Captain Connor,

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

CORE SERVICES			
Intake and Booking Assessment			Routine Primary Care and Urgent Care Services
Triage and Sick Call			Suicide Prevention and Intervention
Substance Abuse and Detox Programs			Patient Health Education Programs
Jail Staff Training			HIPAA Compliant Telehealth Service
Pharmaceutical Supply Management			Continuity and Discharge Planning

Based on our review of your current healthcare staffing as well as our knowledge of Wilson County and our assessment of staffing needs at your facility, we are providing the following cost proposal options:

Option 1: 12 On-Site Clinical Coverage Hours per Day, 7 Days per Week	Option 2: 16 On-Site Clinical Coverage Hours per Day, 7 Days per Week
- Onsite coverage 12 hours per day, 7 days per week, with 24 hour on-call. - On-site Physician, Nurse Practitioner, or Physician Assistant visits expected a minimum of weekly. - Onsite clinical staffing comprised of RNs, LPNs, MedTechs, and/or CMAs.	- Onsite coverage 16 hours per day, 7 days per week, with 24 hour on-call. - On-site Physician, Nurse Practitioner, or Physician Assistant visits expected a minimum of weekly. - Onsite clinical staffing comprised of RNs, LPNs, MedTechs, and/or CMAs.
TOTAL COST = \$462,000.00 Per Year	TOTAL COST = \$558,000.00 Per Year

We are flexible with your choice of options and will structure our contract to allow you to change your options in the middle of the contract term. For example, if you choose Option 1 and later decide you need the coverage of Option 2 or vice versa, you can notify us of the change via a simple contract addendum and we will adjust our on-site coverage accordingly with 30 days' notice to allow for adequate staff hiring. In any event, in the case of both proposal options, total costs encompass

Medical Services rendered by IMS only, and do not include coverage or cost sharing for any pharmaceutical costs, supplies, or other outside medical fees. For your consideration, we have also included in this proposal the option to add Correctek electronic medical records software to the yearly agreement for inmate medical services at the applicable rates shown below:

Description	Fee	Term
CorrecTek Up Front Costs	\$1,000	One-Time Cost
Monthly Software Lease + “Advantage” Plan	\$1,300	Paid Monthly
Kalleo Software Hosting Services	\$60/user	Paid Monthly

Additional documentation for Correctek and Kalleo will be included in the final IMS contract package for Inmate Medical Services as addenda for informational purposes, wherein we are happy to discuss your needs in those areas and provide additional service level options if necessary.

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

Sincerely,



Dr. Jay Piland
Chief Medical Officer
jay.h.piland@imscorrectional.com
(828) 850 – 0755



Josh Welk
President
josh.t.welk@imscorrectional.com
(484) 339 – 3369

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Crawford Bolton, Tax Administrator**, to present the March 2023 Tax Report for the Board's information.

Initiated By: Crawford Bolton, Tax Administrator

Action Proposed: No Action Required

Attachments:

[March 2023 Commissioners Report.pdf](#)

MARCH 2023 TAX COLLECTION REPORT

Prepared on APRIL 3, 2023

C- COUNTY WIDE TAX YEAR 2021 COLLECTED JULY 1, 2021 - JUNE 30, 2022

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 50,757,037.66
YTD ADDITIONS	\$ 661,539.84
YTD DISC AND RELEASES	<u>\$ (312,908.54)</u>
ADJUSTED LEVY	\$ 51,105,668.96

CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 50,433,356.53
YTD PRIOR PAYMENTS	\$ 603,908.61
CURRENT INTEREST	\$ 152,841.28
PRIOR INTEREST	\$ 155,172.71
DISCOVERIES TAX	<u>\$ 171,575.75</u>
NET COLLECTIONS	\$ 51,345,279.13

CURRENT YTD RECEIVEABLES	
ADJUSTED LEVY	\$ 51,105,668.96
(CURRENT YEAR COLLECTIONS)	<u>\$ (50,433,356.53)</u>
YTD CURRENT RECEIVEABLES	\$ 672,312.43

ALL YTD RECEIVEABLES	
TOTAL LEVY	\$ 53,684,634.40
(TOTAL COLLECTIONS)	<u>\$ (51,206,886.59)</u>
YTD TOTAL RECEIVEABLES	\$ 2,477,747.81

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 98.68%

C- COUNTY WIDE TAX YEAR 2021 COLLECTED THRU MARCH 1, 2022 - MARCH 31, 2022

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 50,757,037.66
YTD ADDITIONS	\$ 660,164.24
YTD DISC AND RELEASES	<u>\$ (309,179.89)</u>
ADJUSTED LEVY	\$ 51,108,022.01

CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 49,948,066.98
YTD PRIOR PAYMENTS	\$ 517,422.75
CURRENT INTEREST	\$ 92,606.78
PRIOR INTEREST	\$ 124,560.54
DISCOVERIES TAX	<u>\$ 150,112.70</u>
NET COLLECTIONS	\$ 50,832,769.75

CURRENT YTD RECEIVEABLES	
ADJUSTED LEVY	\$ 51,108,022.01
(CURRENT YEAR COLLECTIONS)	<u>\$ (49,948,066.98)</u>
YTD CURRENT RECEIVEABLES	\$ 1,159,955.03

ALL YTD RECEIVEABLES	
TOTAL LEVY	\$ 53,698,935.18
(TOTAL COLLECTIONS)	<u>\$ (50,615,023.27)</u>
YTD TOTAL RECEIVEABLES	\$ 3,083,911.91

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 97.73%

C- COUNTY WIDE TAX YEAR 2022 COLLECTED THRU MARCH 1, 2023 - MARCH 31, 2023

CURRENT YEAR LEVY	
BEGINNING LEVY	\$ 51,809,193.55
YTD ADDITIONS	\$ 3,009,321.59
YTD DISC AND RELEASES	<u>\$ (2,413,995.30)</u>
ADJUSTED LEVY	\$ 52,404,519.84

CURRENT YEAR COLLECTIONS	
YTD CURRENT PAYMENTS	\$ 51,142,683.84
YTD PRIOR PAYMENTS	\$ 425,904.69
CURRENT INTEREST	\$ 84,608.64
PRIOR INTEREST	\$ 102,123.80
DISCOVERIES TAX	<u>\$ 31,858.58</u>
NET COLLECTIONS	\$ 51,787,179.55

CURRENT YTD RECEIVEABLES	
ADJUSTED LEVY	\$ 52,404,519.84
(CURRENT YEAR COLLECTIONS)	<u>\$ (51,142,683.84)</u>
YTD RECEIVEABLES	\$ 1,261,836.00

ALL YTD RECEIVEABLES	
TOTAL LEVY	\$ 54,908,940.88
(TOTAL COLLECTIONS)	<u>\$ (51,598,896.71)</u>
YTD RECEIVEABLES	\$ 3,310,044.17

COLLECTIONS PERCENTAGE FOR TOTAL LEVY 97.59%

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item:

Mr. Crawford Bolton, Tax Administrator, to present the April 2023 Refunds in Excess of \$100 for the Board's consideration.

Initiated By:

Crawford Bolton, Tax Administrator

Action Proposed:

Approve April 2023 Refunds in Excess of \$100 per N.C.G.S. 105-381

Description:

April 2023 Refunds in Excess of \$100

NAME	REASON	AMOUNT
CARDINAL, COREY LEE	NCVTS-TAG SURRENDER	\$304.06
COOKE, BETTY SAULS	NCVTS-TAG SURRENDER	\$102.49
FARMER, JOHN ASHLEY	NCVTS-TAG SURRENDER	\$308.97
FARMER, JEFFREY RANDALL	NCVTS-TAG SURRENDER	\$257.44
HORNE, HADIE COOKE	NCVTS-TAG SURRENDER	\$159.71
LEAL-TORRES, EDWIN GEORGE	NCVTS-TAG SURRENDER	\$240.01
LEWIS, JENNIFER E	ASSESSMENT ERROR - 2022	\$659.02
LOOSE, VICKY DIANNE	NCVTS-TAG SURRENDER	\$181.90
PROCTOR, PHILIP RICHARD	NCVTS-TAG SURRENDER	\$189.22
SCHNEIDER, FRANK BRUNO JR	NCVTS-TAG SURRENDER	\$188.29
SCOTT, ASHLEY STITH	NCVTS-TAG SURRENDER	\$149.94
SCOTT, RICHARD DAVID	NCVTS-TAG SURRENDER	\$136.59
SILVERTHORNE, LYDIE LEMIRE	NCVTS-TAG SURRENDER	\$106.89
SMITH, TYESHA SHAWNTA	NCVTS-TAG SURRENDER	\$322.00
SUPREME POOLS LLC	NCVTS-TAG SURRENDER	\$216.10
WATSON, MARVIN LEE	NCVTS-TAG SURRENDER	\$148.18
WHEELER, MITCHELL KARL	NCVTS-TAG SURRENDER	\$232.94

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Angel Landrau, Financial Services Director**, to present a five year contract with Cott Systems for microfilming services on behalf of the Register of Deeds for the Board's consideration.

Initiated By: Angel Landrau, Financial Services Director

Action Proposed: Approve as presented

Description:

The terms of payment for this contract will be 60 payments of \$2,295 per month.

Attachments:

[2778_001.pdf](#)



Contract for

Resolution3 Services Renewal

Lisa Stith, Register of Deeds
Wilson County, North Carolina

March 6, 2023

The Resolution3 logo is displayed in white text on a dark, textured background. The background features a large, dark, triangular shape on the left side, which contains a constellation of white stars. On the right side, there is a black and white photograph of two people shaking hands. The word "Resolution3" is written in a large, bold, sans-serif font, with the "3" being significantly larger than the other characters. Below the main text, there is a small line of text that reads "A Resolution3 Company".

Resolution3

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.cottsystems.com



MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and Wilson County, North Carolina ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part

thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master

Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, cyber criminal acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; and d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

Material Breach by Cott. Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing sixty (60) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs sixty (60) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least sixty (60) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed and written notification of non-renewal has not been provided prior to the expiration of the then current term,

this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached herein, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

Iran Divestment Act Certification. Cott hereby certifies that Cott, and all its subcontractors, are not on the Iran Final Divestment List ("List") created by North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Cott shall not utilize any subcontractor that is identified on the List.

Wilson County, North Carolina

(County, Parish, Town)

COTT SYSTEMS, INC.

Deborah A. Ball 3-6-2023

Deborah A. Ball

Chief Executive Officer

[Signature]



CUSTOMER

Rina Stith

Lisa J. Stith

Register of Deeds

approved [Signature]
4-24-23

Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the entire contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

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

[Signature]

ADDENDUM TO CONTRACT

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH ARTICLE 2, CHAPTER 64, N. C. GENERAL STATUTES (REQUIRED USE OF FEDERAL E-VERIFY SYSTEM BY A PRIVATE ENTITY)

(NOTE: Effective September 4, 2013, ALL private entities who have contracts with North Carolina MUST execute this certification, or their contracts will not be approved.)

Pursuant to G.S. 153A-449(b) no county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Among other things, that law requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies. Accordingly, the undersigned Contractor makes the following certification:

(Check the appropriate box):

- ☐ the undersigned Contractor has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes, and will continue to comply with same during the term of its contract with Wilson County.
- ☒ the undersigned Contractor has less than 25 employees in North Carolina and is therefore not subject to the provisions of Article 2, Chapter 64, N.C. General Statutes.

FURTHER, the Contractor certifies that it will ensure that all of its subcontractors (if any) have complied with Article 2, Chapter 64, of the North Carolina General Statutes if its subcontractors have more than 25 employees working in the State of North Carolina.

FURTHER, the Contractor acknowledges that his/her/its failure to comply or the failure of his/her/its subcontractors (if any) to comply will constitute a breach of contract and may cause the contract with Wilson County to be declared void by operation of law.

This the: March 6, 2023

Name of Contractor: Cott Systems, Inc.

By: Deborah A. Ball

Title: CEO

SOFTWARE LICENSE AND SOFTWARE ASSURANCE ADDENDUM

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Wilson County, North Carolina ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

1. **Grant of License.** In consideration of the payments specified, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified. The Software may be used solely on the server(s) and that number of associated workstations specified, at the primary Customer location. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same primary Customer location. Customer will not (a) exceed any limit on installations, users or other limitation specified; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
2. **Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in "Customer Support Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software updates to the current version of our software which may contain "bug fixes" and/or increase the speed, efficiency or ease of operation of the Software, including running an optimization procedure on each station to increase operational efficiencies and performance. Any hardware or equipment upgrades that are necessary in order to install and run the updates will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of updates as defined herein.
3. **Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified. In the absence of such upfront payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending

use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.

4. **Training.** Cott will provide training on the operation of the Software as specified. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and live webinar training over the Internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified. Cott will notify Customer of any additional charges.
5. **Warranty.** Cott warrants that the Software will perform as intended for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the Install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.
6. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will

permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

8. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
9. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
10. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

X Customer Acknowledgement:

Rina Smith

Date: 3/16/2023

SLH

ADDENDUM FOR MICROFILM CREATION SERVICES

This Addendum for Microfilm Creation Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Wilson County, North Carolina ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's Master Agreement for Products and Services.

1. **Service.** Cott will produce 16mm microfilm of record book images/pages; and 35mm microfilm for plat images/pages as specified (the "Service").
2. **Source.** The source of images is single page files, whereby each page of the recorded document is equal to one (1) file. While Cott will use reasonable efforts to produce quality microfilm, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
3. **Term.** This Addendum will begin when it is signed ("Executed") by Customer and be binding for the full period the Service is active ("Term").
4. **Fees.** Fees are based on the actual quantity of images processed and a per image or per page fee as specified. Microfilm creation services will be invoiced on the first (1st) day of the calendar month and will reflect actual microfilm created the previous month.
5. **Security, Data Protection.** Cott will implement and maintain reasonable procedures for handling the media and microfilm. Although Cott will implement reasonable procedures to prevent unauthorized access to private or protected data contained within the media or microfilm, Customer acknowledges that it is impossible to completely eliminate risk due to the public nature of transporting the media or microfilm. Customer acknowledges that microfilm is susceptible to naturally occurring degradation in quality and readability over time.
6. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF MICROFILM. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MICROFILM AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE MICROFILM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between

the parties.

The terms of this Addendum govern the provision of microfilm creation services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

X Customer Acknowledgement: *Lisa Stith* Date: *2/16/2003*
SAB

RESOLUTION3 SERVICES RENEWAL ORDER SUMMARY**RENEWAL TERM 7/1/2023 THROUGH 6/30/2028**

Modules included: Fees Indexing Imaging Vital Stats Index Assumed Business Names for Transmit to SOS	User Licenses: 8 users 6 search Annual Filing Volume 12,965 Instruments 58,975 Images	Services Included: PropertyCheck eRecording (Simplifile, CSC) Priced separately -see fee page: Land Records Microfilm Creation (16MM) Plat Microfilm Creation (35MM)
Deployment. Local Deployment.		
Assumptions and Requirements - Customer has a right to use Resolution3 software for term specified. - Customer's proper use of software and compliance to all operating instructions. - Customer is responsible for data entry standards or rules. - Grade of internet connection at the Customer site and its degree of dedication to Cott product(s) affects the overall performance. <i>Authorized access to Cott systems products (excluding eSearch) is limited to <u>Wilson County, North Carolina</u> employees, no access may be granted to third party suppliers.</i> As it relates to eRecording: - Training and support for submitter(s) is provided by eRecording Vendor(s) or Delivery Agent(s), not Cott. - Customer provides Firewall, security and high-speed internet access is provided by Customer. - Customer provides dual monitors or large single monitors using AGP 8x graphic video card or equivalent. - Memorandum of Understanding (MOU) outlining document types for eRecording must be agreed upon by Customer and eRecording Vendor(s) or Delivery Agent(s). As it relates to Microfilm Creation: - For 16MM microfilm, images are assumed to be not larger than 8 ½" by 17", and file size not larger than 2.7 MB. - Images received by Cott need to be of usable quality, in single page .TIF (preferred) or .PDF format, where each recorded page is equal to one (1) .TIF or one (1) .PDF file. - Cott will track the Customer's images from receipt to return. - The microfilm creation is calculated on a per-image basis on the actual number of images processed. - Our standard duplication process is diazo vs. a silver copy. - Cott's film laboratory is regularly tested for quality by Eastman Park Micrographics. - We follow Property Records Industry Association (PRIA) guidelines for microfilm creation. - For 35MM microfilm, the microfilm will be created upon receiving a complete book's worth of images.		

Software Assurance

- Software Assurance allows unlimited phone support and unlimited remote support.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and the ease of operation for you and your staff.

Lease Fees | Schedule of Payments | Service Term 60

\$ 2,295 / mo.

In additon to above stated fees:

- **Microfilm Creation Services (Land Records, 16MM)** will be invoiced at the *new* rate of \$0.0675/image, for the actual quantity of images processed the previous month; based on estimated 58,975 images per year, equates to approximately \$332/month.
- **Plat Microfilm Creation Services (35MM)** will be invoiced at *new* rate of \$0.65 per plat, plus shipping, and will be invoiced separately for the actual quantity of plats processed. **NOTE: Cott will no longer provide creation of the Aperture Cards; only 35MM Microfilm.**

TERM: the new sixty (60) month contract term is effective from 7/1/2023 through 6/30/2028.

X Customer Acknowledgement:

Lisa Smith

Date: *3/16/2023*

SR

Customer to provide the following:

- Broadband High-Speed Access
- Hardware/Network Software
- MOUs with eRecording Vendor(s) or Delivery Agent(s)
- Dual Monitors or Large Single Monitor
- Static IP or Domain Name
- Public Facing Webserver (not inside Firewall)

Optional Products | Services [fees below are in addition to other stated fees]

Please choose ONE box in this section.

- ☐ **Add On Additional eRecording Vendors.** **Fee \$0**
 -Customer currently integrated with Simplifile and CSC eRecording Vendor(s).
- Will integrate with Indecomm and ePN eRecording vendors.
 - Includes Implementation Services (project management, installation).
- ☐ **DO NOT ADD additional eRecording Vendor(s).**

X Customer Acknowledgement: Riana Smith Date: 3/16/2023
SJB

A Note Regarding COVID-19

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Work by Cott team members, including though not limited to applicable travel and on-site work, or third-party providers of equipment, may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

SPECIFICATION SHEET

Minimum Requirements

Database & File Server

4 CPU Cores**

16GB RAM

Disk Space to accommodate current disk usage + 5 years growth

Web Server

2 CPU Cores**

8GB RAM

100 GB Disk Space

Domain Controller

2 CPU Cores**

8GB RAM

100 GB Disk Space

Workstations

Intel Core i5 3GHz

Solid State Drive

8GB RAM

22" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations

Intel Core i5 3 GHz

Solid State Drive

8GB RAM

22" & 20" Widescreen Monitors w/Adjustable Stand

256MB, Dual Monitor Graphics Chipset/Card

Search Stations

Intel Celeron Processor 2.0 GHz

Solid State Drive

4GB RAM

24" Widescreen Monitor w/Adjustable Stand

Recommended*

Database & File Server

6 CPU Cores**

32GB RAM

Disk Space to accommodate current disk usage + 5 years growth

Web Server

4 CPU Cores**

16GB RAM

200 GB Disk Space

Domain Controller

2 CPU Cores**
16GB RAM
200 GB Disk Space

Workstations

Intel Core i5 3GHz
Solid State Drive
16GB RAM
22" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations

Intel Core i5 3 GHz
Solid State Drive
16GB RAM
22" & 20" Widescreen Monitors w/Adjustable Stand
256MB, Dual Monitor Graphics Chipset/Card

Search Stations

Intel Celeron Processor 2.0 GHz
Solid State Drive
8GB RAM
24" Widescreen Monitor w/Adjustable Stand

*Server and station specifications are for running Cott Systems programs. When purchasing hardware, we recommend you consider all software you plan to use.

**Server CPU core allocations based on Virtual Server Environment. If setting up a Physical Server Environment, use Intel Xeon processors with comparable cores when purchasing.

The peripherals listed in the following section have been tested successfully with our software. Due to the abundance of peripherals available in the market place, additional peripherals not listed may be compatible with our software. If you have questions regarding peripherals not listed, please contact your sales representative for additional guidance.*

Peripheral Devices**Printers******High capacity:**

HP LaserJet M611dn

Low capacity:

HP LaserJet M406dn

Scanners**ADF:**

Fujitsu fi-8170 – Max paper size 8 ½ x 14 (Legal)
Fujitsu fi-7600 – Max paper size 11 x 17 (Ledger)

ADF + flatbed:

Fujitsu fi-8270 – Max paper size 8 ½ x 14 (Legal)

Fujitsu fi-7700 – Max paper size 11 x 17 (Ledger)

Specialty Fee Devices***Label Printer:**

Zebra ZD421 - ZD4A043-301M00EZ (300 dpi model) (spare recommended)

Zebra ZD620

Zebra ZD621

Receipt Printer:

Epson TM-H6000V (must be USB) - C31CG62054 (printer)/ PS-180 (power supply)

Receipt Printer w/Check Scanner:

Epson TM-S9000MJ

Epson TM-U590 – optional add-on used to imprint documents

Cash Drawer:

APG Cash Drawer – JB320BL1816 (requires receipt printer)

*All peripherals have been tested in a physical environment with direct connection via USB or network IP address. We do not test or support peripherals in a virtual PC environment or as network shared peripherals.

**Printer drivers for reports should be set to black and white to prevent using color ink in multicolor printers.

*Specialty fee devices listed are optional, but specific for Cott Software. Use of other specialty fee devices may produce undesired results.

Operating Systems**Windows**

Windows 10 Professional 64-bit – Supported until 10/14/2025

Windows 11 Professional 64-bit – Supported until 10/8/2024

Windows Server

Windows Server 2012(R2) – Supported until 10/10/2023

Windows Server 2016 – Supported until 1/11/2027

Windows Server 2019 – Supported until 1/9/2029

Windows Server 2022 – supported until 1/13/2032

Third Party Software***Database Software****Microsoft SQL Server**

2014 – Supported until 7/9/2024

2016 – Supported until 7/14/2026

2017 – Supported until 10/2/2027

2019 – Supported until 1/8/2030

2022 – Supported until 1/11/2033

Remote Access Software – for server access/management
Connectwise

AV Software[†] – known to work and not interfere with Cott applications
SOPHOS Antivirus
Symantec Endpoint Protection

As new versions of third-party software are regularly released, please verify that the latest version of third-party software has been tested to be compatible with our software before purchasing.

[†]Please consult with Cott about configuration for file exclusions to prevent Cott software performance issues.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- **Cott- in-house personnel are available during normal business hours:**
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes.

If your issue is not being resolved to your satisfaction, please inform our COO or CEO:

- **COO**
Drew K. Sheppard
Office: 800-234-COTT, Ext. 251
Email: dsheppard@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Angel Landrau, Financial Services Director**, to present the Budget Amendment for FY 2022-2023 for the Board's consideration.

Initiated By: Angel Landrau, Financial Services Director

Action Proposed: Approve as presented

Description:

Health

Increase	14 5100 5142 32008	Mini Grants-Private	65,000
Increase	14 5100 5142 43110	Travel	2,000
Increase	14 5100 5142 43210	Telephone Services	300
Increase	14 5100 5142 44999	Controlled Equipment	300
Increase	14 5100 5142 43862	Focus Activities	62,400

To receive grant funds from BCBS Foundation of NC for the planning phase of the School Based Oral Health Initiative (SBOHI), Cohort 5. No county funds required.

Library

Increase	27 6110 38006	Donations/Gifts	5,000
Increase	27 6110 42460	Materials	4,000
Increase	27 6110 42700	Educational Program	1,000

To receive a donation from the Hunter Family Foundation. No county funds required.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: **Mr. Angel Landrau, Financial Services Director**, to present the Monthly Financial Report for FY 2022-2023 for the Board's information.

Initiated By: Angel Landrau, Financial Services Director

Action Proposed: Receive Report

Attachments:

[March 2023 Financial Report.pdf](#)



Monthly Financial Report March 2023

Account	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Transactions	Prior Year YTD
Fund 10 - GENERAL FUND						
Fund 10 - GENERAL FUND Totals						
REVENUE TOTALS	74,960,400.00	5,088,644.00	80,049,044.00	2,550,619.82	54,807,279.93	57,821,670.49
EXPENSE TOTALS	74,960,400.00	5,088,644.00	80,049,044.00	6,729,373.97	53,225,155.56	48,608,304.87
Fund 10 - GENERAL FUND Totals	\$0.00	\$0.00	\$0.00	(\$4,178,754.15)	\$1,582,124.37	\$9,213,365.62
Fund 11 - WILSON COUNTY PUBLIC LIBRARY						
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals						
REVENUE TOTALS	3,089,635.00	415,210.00	3,504,845.00	14,393.77	2,866,525.16	2,046,193.07
EXPENSE TOTALS	3,089,635.00	415,210.00	3,504,845.00	220,121.49	1,879,777.86	1,518,679.56
Fund 11 - WILSON COUNTY PUBLIC LIBRARY Totals	\$0.00	\$0.00	\$0.00	(\$205,727.72)	\$986,747.30	\$527,513.51
Fund 12 - DEPARTMENT OF SOCIAL SERVICES						
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals						
REVENUE TOTALS	26,505,312.00	3,292,282.00	29,797,594.00	1,060,279.08	14,953,215.24	15,502,011.66
EXPENSE TOTALS	26,505,312.00	3,292,282.00	29,797,594.00	2,342,423.89	18,417,229.28	17,418,973.05
Fund 12 - DEPARTMENT OF SOCIAL SERVICES Totals	\$0.00	\$0.00	\$0.00	(\$1,282,144.81)	(\$3,464,014.04)	(\$1,916,961.39)
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND						
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals						
REVENUE TOTALS	439,918.00	.00	439,918.00	26,851.67	232,606.76	214,684.85
EXPENSE TOTALS	439,918.00	.00	439,918.00	8,079.44	117,879.51	319,451.75
Fund 13 - EMERGENCY TELEPHONE SYSTEM FUND Totals	\$0.00	\$0.00	\$0.00	\$18,772.23	\$114,727.25	(\$104,766.90)
Fund 14 - WILSON CO. PUBLIC HEALTH						
Fund 14 - WILSON CO. PUBLIC HEALTH Totals						
REVENUE TOTALS	8,310,456.00	1,732,733.00	10,043,189.00	342,839.44	7,206,911.19	6,647,503.46
EXPENSE TOTALS	8,310,456.00	1,732,733.00	10,043,189.00	687,662.17	6,171,276.85	5,489,999.82
Fund 14 - WILSON CO. PUBLIC HEALTH Totals	\$0.00	\$0.00	\$0.00	(\$344,822.73)	\$1,035,634.34	\$1,157,503.64
Fund 20 - COMMUNITY DEV. BLOCK GRANTS						
Fund 20 - COMMUNITY DEV. BLOCK GRANTS Totals						
REVENUE TOTALS	.00	878,026.00	878,026.00	.00	41,504.72	(329.93)
EXPENSE TOTALS	.00	878,026.00	878,026.00	6,809.50	82,957.00	17,335.74
Fund 20 - COMMUNITY DEV. BLOCK GRANTS Totals	\$0.00	\$0.00	\$0.00	(\$6,809.50)	(\$41,452.28)	(\$17,665.67)
Fund 21 - TRANSPORTATION						
Fund 21 - TRANSPORTATION Totals						
REVENUE TOTALS	709,729.00	685,737.00	1,395,466.00	81,174.14	363,284.27	273,527.72
EXPENSE TOTALS	709,729.00	685,737.00	1,395,466.00	149,431.11	601,419.55	244,135.81
Fund 21 - TRANSPORTATION Totals	\$0.00	\$0.00	\$0.00	(\$68,256.97)	(\$238,135.28)	\$29,391.91
Fund 22 - REVALUATION RESERVE FUND						
Fund 22 - REVALUATION RESERVE FUND Totals						
REVENUE TOTALS	135,000.00	510,000.00	645,000.00	.00	135,000.00	135,000.00
EXPENSE TOTALS	135,000.00	510,000.00	645,000.00	84,557.58	388,512.16	.00
Fund 22 - REVALUATION RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	(\$84,557.58)	(\$253,512.16)	\$135,000.00
Fund 24 - SOLID WASTE DISTRICT						
Fund 24 - SOLID WASTE DISTRICT Totals						
REVENUE TOTALS	1,908,206.00	450.00	1,908,656.00	38,671.06	1,563,486.76	1,504,814.02
EXPENSE TOTALS	1,908,206.00	450.00	1,908,656.00	133,809.21	1,078,386.13	1,008,854.50
Fund 24 - SOLID WASTE DISTRICT Totals	\$0.00	\$0.00	\$0.00	(\$95,138.15)	\$485,100.63	\$495,959.52

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND Totals

REVENUE TOTALS	102,500.00	.00	102,500.00	.00	.00	.00
EXPENSE TOTALS	102,500.00	.00	102,500.00	3,632.10	52,475.58	91,043.78

Fund 25 - FINANCIAL ASSURANCE RESERVE FUND Totals	\$0.00	\$0.00	\$0.00	(\$3,632.10)	(\$52,475.58)	(\$91,043.78)
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Fund 26 - SOLID WASTE OPERATIONS

Fund 26 - SOLID WASTE OPERATIONS Totals

REVENUE TOTALS	1,992,555.00	18,379.00	2,010,934.00	165,709.56	(254,501.62)	1,103,675.06
EXPENSE TOTALS	1,992,555.00	18,379.00	2,010,934.00	145,768.51	1,019,325.83	962,665.66

Fund 26 - SOLID WASTE OPERATIONS Totals	\$0.00	\$0.00	\$0.00	\$19,941.05	(\$1,273,827.45)	\$141,009.40
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Fund 27 - LIBRARY DONATION FUND

Fund 27 - LIBRARY DONATION FUND Totals

REVENUE TOTALS	2,500.00	.00	2,500.00	165.00	1,366.00	13,710.66
EXPENSE TOTALS	2,500.00	.00	2,500.00	.00	193.21	11,335.25

Fund 27 - LIBRARY DONATION FUND Totals	\$0.00	\$0.00	\$0.00	\$165.00	\$1,172.79	\$2,375.41
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Fund 28 - VOLUNTEER FIRE DISTRICTS

Fund 28 - VOLUNTEER FIRE DISTRICTS Totals

REVENUE TOTALS	3,139,017.00	.00	3,139,017.00	54,751.05	2,472,519.23	1,984,382.05
EXPENSE TOTALS	3,139,017.00	.00	3,139,017.00	78,587.56	2,441,059.59	1,936,856.66

Fund 28 - VOLUNTEER FIRE DISTRICTS Totals	\$0.00	\$0.00	\$0.00	(\$23,836.51)	\$31,459.64	\$47,525.39
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Fund 30 - DEBT SERVICE FUND

Fund 30 - DEBT SERVICE FUND Totals

REVENUE TOTALS	2,882,695.00	.00	2,882,695.00	.00	(225,445.30)	1,079,464.93
EXPENSE TOTALS	2,882,695.00	.00	2,882,695.00	1,272,684.00	2,339,768.00	1,431,252.91

Fund 30 - DEBT SERVICE FUND Totals	\$0.00	\$0.00	\$0.00	(\$1,272,684.00)	(\$2,565,213.30)	(\$351,787.98)
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Fund 31 - DSS REPRESENTATIVE PAYEE

Fund 31 - DSS REPRESENTATIVE PAYEE Totals

REVENUE TOTALS	70,000.00	.00	70,000.00	.00	56,033.82	32,104.04
EXPENSE TOTALS	70,000.00	.00	70,000.00	.00	46,907.51	34,980.09

Fund 31 - DSS REPRESENTATIVE PAYEE Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$9,126.31	(\$2,876.05)
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Fund 32 - HOSPITAL SELF-INSURANCE

Fund 32 - HOSPITAL SELF-INSURANCE Totals

REVENUE TOTALS	8,066,990.00	.00	8,066,990.00	606,141.08	5,464,577.89	5,330,396.51
EXPENSE TOTALS	8,066,990.00	.00	8,066,990.00	634,562.77	5,687,607.92	4,821,476.35

Fund 32 - HOSPITAL SELF-INSURANCE Totals	\$0.00	\$0.00	\$0.00	(\$28,421.69)	(\$223,030.03)	\$508,920.16
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Fund 33 - FINES & FORFEITURE

Fund 33 - FINES & FORFEITURE Totals

REVENUE TOTALS	440,000.00	.00	440,000.00	21,863.70	257,204.33	269,747.20
EXPENSE TOTALS	440,000.00	.00	440,000.00	77,572.32	339,608.75	301,677.62

Fund 33 - FINES & FORFEITURE Totals	\$0.00	\$0.00	\$0.00	(\$55,708.62)	(\$82,404.42)	(\$31,930.42)
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Fund 35 - DEED OF TRUST

Fund 35 - DEED OF TRUST Totals

REVENUE TOTALS	50,000.00	.00	50,000.00	3,800.60	32,023.00	39,140.60
EXPENSE TOTALS	50,000.00	.00	50,000.00	3,825.40	30,528.80	37,596.80

Fund 35 - DEED OF TRUST Totals	\$0.00	\$0.00	\$0.00	(\$24.80)	\$1,494.20	\$1,543.80
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Fund 37 - OPIOID SETTLEMENT

Fund 37 - OPIOID SETTLEMENT Totals

REVENUE TOTALS	.00	352,479.00	352,479.00	.00	379,803.59	.00
EXPENSE TOTALS	.00	352,479.00	352,479.00	.00	.00	.00

Fund 37 - OPIOID SETTLEMENT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$379,803.59	\$0.00
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Fund 38 - ARP GRANT

Fund 38 - ARP GRANT Totals

REVENUE TOTALS	.00	5,888,886.00	5,888,886.00	.00	7,944,442.50	7,944,442.50
EXPENSE TOTALS	.00	5,888,886.00	5,888,886.00	.00	.00	.00

Fund 38 - ARP GRANT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$7,944,442.50	\$7,944,442.50
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Fund 39 - ECONOMIC DEV PROJECTS

Fund 39 - ECONOMIC DEV PROJECTS Totals

REVENUE TOTALS	.00	928,697.00	928,697.00	.00	3,986.04	1,950,357.00
EXPENSE TOTALS	.00	928,697.00	928,697.00	78,500.88	760,747.96	607,613.14

Fund 39 - ECONOMIC DEV PROJECTS Totals	\$0.00	\$0.00	\$0.00	(\$78,500.88)	(\$756,761.92)	\$1,342,743.86
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Fund 40 - ECONOMIC DEVELOPMENT

Fund 40 - ECONOMIC DEVELOPMENT Totals

REVENUE TOTALS	3,098,475.00	.00	3,098,475.00	.00	3,098,475.00	2,841,000.13
EXPENSE TOTALS	3,098,475.00	.00	3,098,475.00	63.47	6,203.27	636,409.87

Fund 40 - ECONOMIC DEVELOPMENT Totals	\$0.00	\$0.00	\$0.00	(\$63.47)	\$3,092,271.73	\$2,204,590.26
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Fund 42 - SOUTHWEST DISTRICT CONSTRUCTION

Fund 42 - SOUTHWEST DISTRICT CONSTRUCTION Totals

REVENUE TOTALS	.00	7,056,513.00	7,056,513.00	.00	.00	.00
EXPENSE TOTALS	.00	7,056,513.00	7,056,513.00	.00	99,183.00	.00

Fund 42 - SOUTHWEST DISTRICT CONSTRUCTION Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$99,183.00)	\$0.00
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Fund 44 - PUBLIC BUILDINGS

Fund 44 - PUBLIC BUILDINGS Totals

REVENUE TOTALS	.00	5,887,508.00	5,887,508.00	264,463.28	5,871,508.28	14.00
EXPENSE TOTALS	.00	5,887,508.00	5,887,508.00	60,832.10	149,546.07	57,903.29

Fund 44 - PUBLIC BUILDINGS Totals	\$0.00	\$0.00	\$0.00	\$203,631.18	\$5,721,962.21	(\$57,889.29)
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Fund 48 - SCHOOL CAPITAL PROJECTS

Fund 48 - SCHOOL CAPITAL PROJECTS Totals

REVENUE TOTALS	.00	17,671,135.00	17,671,135.00	4,391,145.47	7,857,713.45	17,777,420.44
EXPENSE TOTALS	.00	17,671,135.00	17,671,135.00	422,192.63	11,627,255.48	7,804,361.54

Fund 48 - SCHOOL CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	\$3,968,952.84	(\$3,769,542.03)	\$9,973,058.90
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Fund 51 - SOLID WASTE CAPITAL PROJECTS

Fund 51 - SOLID WASTE CAPITAL PROJECTS Totals

REVENUE TOTALS	.00	2,084,881.00	2,084,881.00	.00	1,633,736.00	.00
EXPENSE TOTALS	.00	2,084,881.00	2,084,881.00	42,392.97	1,350,456.36	72,303.00

Fund 51 - SOLID WASTE CAPITAL PROJECTS Totals	\$0.00	\$0.00	\$0.00	(\$42,392.97)	\$283,279.64	(\$72,303.00)
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Fund 55 - SHERIFF DEBT COLLECTION

Fund 55 - SHERIFF DEBT COLLECTION Totals

REVENUE TOTALS	.00	.00	.00	.00	48,800.82	48,570.85
EXPENSE TOTALS	.00	.00	.00	.00	46,669.49	48,320.85

Fund 55 - SHERIFF DEBT COLLECTION Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$2,131.33	\$250.00
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Fund 56 - JAIL INMATE FUND

Fund 56 - JAIL INMATE FUND Totals

REVENUE TOTALS	.00	.00	.00	.00	319,353.19	345,597.40
EXPENSE TOTALS	.00	.00	.00	.00	320,850.45	352,102.87

Fund 56 - JAIL INMATE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,497.26)	(\$6,505.47)
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Fund 58 - MUNICIPAL TAX

Fund 58 - MUNICIPAL TAX Totals

REVENUE TOTALS	.00	.00	.00	601,722.09	28,709,074.51	25,385,687.48
EXPENSE TOTALS	.00	.00	.00	623,029.96	28,672,452.73	25,291,294.32

Fund 58 - MUNICIPAL TAX Totals	\$0.00	\$0.00	\$0.00	(\$21,307.87)	\$36,621.78	\$94,393.16
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Fund 63 - WATER DISTRICT DEBT

Fund 63 - WATER DISTRICT DEBT Totals

REVENUE TOTALS	510,513.00	.00	510,513.00	.00	127,756.26	132,656.26
EXPENSE TOTALS	510,513.00	.00	510,513.00	.00	127,756.26	132,656.26

Fund 63 - WATER DISTRICT DEBT Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Fund 64 - SOUTHEAST WATER DISTRICT W2

Fund 64 - SOUTHEAST WATER DISTRICT W2 Totals

REVENUE TOTALS	1,963,361.00	107,384.00	2,070,745.00	95,999.00	919,082.00	850,801.33
EXPENSE TOTALS	1,963,361.00	107,384.00	2,070,745.00	92,483.26	1,073,660.85	458,066.78

Fund 64 - SOUTHEAST WATER DISTRICT W2 Totals	\$0.00	\$0.00	\$0.00	\$3,515.74	(\$154,578.85)	\$392,734.55
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Fund 65 - SOUTHWEST WATER DISTRICT W1

Fund 65 - SOUTHWEST WATER DISTRICT W1 Totals

REVENUE TOTALS	1,618,413.00	200,461.00	1,818,874.00	94,206.76	1,441,151.35	1,259,579.05
EXPENSE TOTALS	1,618,413.00	200,461.00	1,818,874.00	127,414.63	735,685.16	653,964.24

Fund 65 - SOUTHWEST WATER DISTRICT W1 Totals	\$0.00	\$0.00	\$0.00	(\$33,207.87)	\$705,466.19	\$605,614.81
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REVENUE TOTALS	139,995,675.00	52,799,405.00	192,795,080.00	10,414,796.57	148,328,474.37	152,801,292.83
EXPENSE TOTALS	139,995,675.00	52,799,405.00	192,795,080.00	14,025,810.92	138,890,536.17	120,369,616.38
	\$0.00	\$0.00	\$0.00	(\$3,611,014.35)	\$9,437,938.20	\$32,431,676.45

Budget Amendment - From Federal, State and Local

45,092,932.00

Budget Amendment - Board of Election - Return Unused Covid Funds 13,200.00

Budget Amendment - Solid Waste - Change Order for Westside Project 978,975.00

Budget Amendment - Tax - Pictometry 29,190.00

Budget Amendment - Non Profit - GIG in the Park/Electric Light Fantasy 6,000.00

Budget Amendment - Purchase of EMS North Central City Station land. 100,000.00

Budget Amendment - Beddingfield School Track 265,762.00

Budget Amendment - Schematic for Frederick Douglas Elementary 300,000.00

Budget Amendment - Hunt High School Track 2,900,000.00

Budget Amendment - Fire Alarm System for Library 53,889.00

Budget Amendment - Salary Study 2,419,745.00

Budget Amendment - Restauration of vital records 16,566.00

Budget Amendment - Professional services 18,252.00

Budget Amendment - Purchase of two ambulances 604,894.00

7,706,473.00

Total Budget Amendments thru February 2023

52,799,405.00

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: Bid for 713 Crowell St. E, Wilson

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve bid as presented

Description:

The bid for 713 Crowell St. E, Wilson - PIN # 3722-60-3276 in the amount of \$500 has not been raised during the 10-day advertisement. The Board may now consider accepting the bid.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: Appointment Considerations for May 2023

Wilson County Library Board of Trustees

- Appoint Lucy Russell

Wilson County Adult Care Community Advisory Board

- Reappoint Grace Bullock
- Reappoint Judy Lucas

Wilson Economic Development Council

- Reappoint Rob Boyette
- Reappoint Eliot Smith

Wilson County Planning Board

- Reappoint Donald Bass
- Reappoint Eunice Lindsey
- Appoint Lori Hines Jones

Wilson County DSS Board

- Reappoint JoAnne Daniels

Wilson County Board of Health

- Reappoint Rosario Ochoa
- Reappoint Shannon Drohan

Turning Point Workforce Development

- Reappoint Rob Holsten
- Reappoint Cindy Dixon Harrell
- Reappoint Jimmie Lucas

Wilson Community College Board of Trustees

- Reappoint David West

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Approve as presented

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: Non-Profit Committee Report

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Receive Report

Description:

The non-profit committee met on April 26, 2023.

The committee discussed the following:

- Reviewed the non-profit funding requests and discussed the county manager's recommendations.
- Discussed one-time moving expense fee of \$30,000 for Wilson Economic Development Council to be highlighted and shown as a one-time fee, not to be included with their overall increase.
- Commissioners requested Kathy Davis from YMCA to share with commissioners where scholarships for \$150,000 for Wellness Outreach have benefited residents of Wilson County.
- The committee agreed for the revised recommendation to proceed as part of the 2023/2024 budgeting process.

Wilson County Government

Board of Commissioners' Agenda Information Sheet

Date: May 1, 2023

Item: Personnel Committee Report

Initiated By: Melissa Worley, Clerk to the Board

Action Proposed: Receive Report

Description:

The Personnel Committee met on April 26, 2023

The committee discussed the following:

- County Manager Ron Hunt presented:
 - Recommended new positions.
 - Reclassification and salary adjustments. The committee discussed and asked questions.
- Human Resources Director Tim Bilderback provided Personnel Resolution amendments.
- Human Resources Director Tim Bilderback reviewed recommendations from consultant for Elected Officials compensation.
- The committee agreed for all recommendations to proceed as part of the 23/24 budget process.