

COLUMBUS COUNTY BOARD OF COMMISSIONERS
Monday, January 3, 2022
6:30 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of conducting the Regular Session.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
 Jerome McMillian, **Vice Chairman**
 Chris Smith
 Lavern Coleman
 Brent Watts
 Charles T. McDowell
 Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Boyd Worley, **Board Attorney**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**

Agenda Items #1, #2 and #3: MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE:

At 6:30 P.M. Chairman Ricky Bullard called the Monday, January 3, 2022 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Lavern Coleman. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Chris Smith.

Agenda Item #4: BOARD MINUTES APPROVAL:

- A. December 6, 2021 Regular Session
- B. December 10, 2021 Special Called Meeting

MOTION:

Commissioner Charles McDowell made a motion the minutes be approved as presented, seconded by Commissioner Brent Watts. The motion unanimously passed.

Agenda Items #5: APPROVAL OF JANUARY 3, 2022 AGENDA AND TAX REFUNDS AND RELEASES:

MOTION:

Commissioner Coleman made a motion to remove Closed Session from the Agenda and add Agenda Item 5a and Agenda Item 5b to the Agenda. The motion was seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #5a: FINANCE – USDA AMENDED LETTER OF CONDITIONS: TABOR CITY SCHOOL PROJECT:

Eddie Madden, County Manager, requested Board Approval.

DATE: January 3, 2022

Columbus County
 111 Washington Street
 Whiteville, NC 28472
 Attn: Ricky Bullard, Chairman

RE: First Amendment to Letter of Conditions dated September 21, 2020
Tabor City Elementary School – Subsequent Loan \$9,475,216.00

Dear Mr. Bullard,

This letter is considered an amendment to the Letter of Conditions dated **September 21, 2020**. Please make the following changes and/or additions to the original Letter of Conditions:

1. On Page 1, Paragraph 2, change to read, *“This letter is not to be considered as loan approval, or as a representation as to the availability of funds. The docket may be completed based on an initial Community Facilities loan not to exceed \$18,723,600.00, a subsequent Community Facilities loan not to exceed \$9,475,216.00; Columbus County contribution of \$5,300,000.00.”*

2. On Page 1, **Project Budget**, change the budget as follows (the highlighted items have been changed):

Project Costs: Total Budget:	\$24,281,859.00
Construction Cost	
Construction Interest	\$545,400.00
Architect Fees	\$1,468,702.00
Permitting Fees	\$32,400.00
Special Inspections	\$150,000.00
Administrative Cost	\$85,000.00
NCDNR	\$15,000.00
Legal Fees	\$60,000.00
Furnishings & Equipment	\$1,494,096.00
Appraisal & Survey	\$10,000.00
Construction Contingency	\$1,676,357.00
Bid Overrun	\$1,568,141.00
Bid Overrun	\$668,903.00
Bid Overrun - Decrease to 5%	\$-383,857.00
Bid Overrun - Bad Soils - Phase I Costs	\$1,826,815.00
Total Costs	\$33,498,816.00

Rural Development • Smithfield Field Office
 2736 NC Hwy 210 • Smithfield, NC 27576
 Voice (919) 934-7156 ext. 4 • Fax (844) 325-6830

USDA is an equal opportunity provider and employer.

<u>Project Funding Source:</u>	<u>Funding Amount:</u>
Applicant Contribution	\$ 5,300,000.00
RHS Loan Funds (97-67219)	\$ 9,253,200.00
RHS Loan Funds (97-67220)	\$ 9,470,400.00
RHS Subsequent Loan	\$ 9,475,216.00
Total Funding From All Sources	\$ 33,498,816.00

SERVICING

As a part of normal RD Servicing Requirements, the Applicant will be required to provide the State Office with annual audited financial statements and quarterly audited financial statements. The State Office will ensure that quarterly financial statements are reviewed and closely monitored for any weaknesses and that corrective action will be taken, when necessary, to protect the portfolio.

Beginning in the year 2025, a debt service coverage ratio (DSCR) of at least 1.10x will be maintained with debt service to include the loan payments plus all required reserves. If the DSCR drops below 1.10x for any audited year, or quarterly financial report, then an independent management consultant shall be engaged at the expense of the Applicant to prepare a fiscal strategy report that documents how the debt service requirement will be met. This must be provided to RD no later than 90 days after any quarter in which the DSCR drops below 1.10x.

Debt service coverage is defined as net income plus depreciation and amortization expense plus interest expense on structured debt divided by the sum of all structured debt payments including required reserve payments still due.

The Applicant’s debt service reserve account balance for the CF direct loan must be reported annually to the State Office and included in the audit as a separate and identifiable line item as restricted in the name of United States of America. For any fiscal year end in which the debt service reserve account balance is less than the required account total, the applicant will provide the agency with a twelve-month budget and plan to correct the cash shortfall.

APPLICANT CONTRIBUTION/OTHER FUNDS

Prior to the beginning of construction, the Applicant will provide **\$5,300,000.00** of its own resources and any difference needed between the Rural Development loan, the Applicant’s contribution, and any required legal expenses, interim interest, closing cost and bank fees in connection with the interim financing.

Prior to loan approval, the Applicant must provide evidence that any other funds needed in addition to the Rural Development loan are available.

ADDITIONAL CONDITIONS

The applicant will be restricted from guaranteeing or assuming debt of any other organization without Agency consent.

Sincerely,

TOBAIS FULLWOOD
Area Specialist

Agenda Item #5b: ADMINISTRATION – APPROVAL OF THE LOW BID FROM WATERS CONTRACTING COMPANY FOR \$255,000.00:

Bidding opened on December 16, 2021. Eddie Madden, County Manager, requested Board Approval of the low bid for demolition of the Columbus County Courthouse.



**Selective Demolition for Columbus County Courthouse
Whiteville, North Carolina**

**Unofficial Bid Tabulation
12/16/2021**

Contractor	License #	Base Bid
Bill Worley and Sons General Contractors, Inc	16716	\$296, 104.00
Trigon of Whiteville Inc	41579	\$220,000.00
Waters Contracting Company	81408	\$255,000.00
HERR LLC	77713	\$574,300.00

MOTION:

Commissioner McDowell made a motion to approve the January 3, 2022 Agenda and add-ons 5a and 5b and the deletion of Closed Session, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #6: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment. No comments were made.

Chairman Bullard requested a motion to approve the Tax Refunds and Releases.

Name	Acct#	Date	Amt. Released	Prop. Value	Year	Bill#	Prop. #	User Fee	Late List	District	Discount	Total
Kenyon, Frederick & Lola A 621 Wedgewood Drive Whiteville, NC 28472	01-05813	1/3/2022	\$3,193.72	\$99,184.00	17-20	99999	60669	\$0.00	\$0.00	\$79.36	\$0.00	\$3,273.08
Refund overpaid amount due to square footage of home incorrect years 2017-2020. Refund Whiteville Rescue(79.36).												
Kenyon, Frederick & Lola A 621 Wedgewood Drive Whiteville, NC 28472	01-05813	1/3/2022	\$0.00	\$99,184.00	17-20	99999	60669	\$0.00	\$0.00	\$2,102.72	\$0.00	\$2,102.72
Refund City taxes overpaid. Square footage of home incorrect years 2017-2020												
Locklear, Roy Timothy & Deborah Sue 88 Live Oak Lane Tabor City, NC 28463	06-03158	1/3/2022	\$0.00	\$0.00	2021	79099	76702	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
Refund user fee. Home torn down and removed.												
Ward, Karen 1978 Crusoe Island Rd Whiteville, NC 28472	03-26800	1/3/2022	\$0.00	\$0.00	19-20	99999	8271	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
Refund user fee double billed.												

Ward, Roger Dale 12326 James B White Hwy S Whiteville, NC 28472	06- 41288	1/3/2022	\$1,387.84	\$43,1 00.00	17-20	99999	78224	\$0.00	\$0.00	\$206.88	\$0.00	\$1,594.72
R efund 4 years double billed each year. Refund Yam City(172.40) refund Columbus Rescue(34.48).												

MOTION:

Commissioner McDowell made a motion to approve the Tax Refunds and Releases, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #7: PROCLAMATION – APPROVAL OF PROCLAMATION OF APPRECIATION FOR REPRESENTATIVE BRENDEN JONES:

The Commissioners thanked Representative Jones for his hard work in securing funding for Columbus County.

PROCLAMATION HONORING REPRESENTATIVE BRENDEN JONES

WHEREAS, Brenden Jones, House Deputy Majority Leader and Representative of the 46th District of North Carolina has always been a dedicated servant to Columbus County actively participating as a member of both the Tabor City Committee of 100 and Columbus County Jobs Foundation; **and**

WHEREAS, Brenden, in service to his district, engaged local leaders to build a strategic targeted plan for effecting change in Columbus County; **and**

WHEREAS, Brenden, understanding the needs of his constituency, worked tirelessly to bring that plan to fruition, engaging in weeks of negotiation with the General Assembly and Governor Cooper, to bring forth one of the most impactful pieces of legislation our community has ever seen; providing unprecedented funding for our county and municipalities and historic investments in education, healthcare and infrastructure in Columbus County; **and**

WHEREAS, on November 18th, 2021 the state budget signed into law included \$57.2 million for the County of Columbus to be allocated as follows: \$10 million to the Columbus County Sheriff's Office, \$5 million to the Columbus County 911 Center, \$4 million to the Columbus County Historic Courthouse, \$7 million to the Columbus County Municipal Airport, \$250,000 to the Columbus County Garage, \$20.7 million to Southeastern Community College, \$2.5 million for a bike and pedestrian trail, \$2.95 million to the Town of Tabor City, \$2 million to the City of Whiteville, \$200,000 to the Town of Chadbourn, and \$2.55 million to the Town of Fair Bluff.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank Representative Jones for his vision, leadership, dedication, and service to Columbus County.

Adopted this the 3rd day of January, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ RICKY BULLARD, Chairman

/s/ CHRIS SMITH

/s/ LAVERN COLEMAN

/s/ CHARLES T. MCDOWELL

/s/ BOYD WORLEY, Board Attorney

/s/ JEROME MCMILLIAN, Vice Chairman

/s/ GILES E. BYRD

/s/ BRENT WATTS

/s/ EDWIN H. MADDEN, JR., Manager

/s/ AMANDA B. PRINCE, Staff Attorney/Clerk to Board

/s /LATOYA WILLIAMS, Deputy Clerk

MOTION:

Commissioner Smith made a motion to approve the proclamation, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #8: CERTIFICATE OF APPRECIATION – JOE JACOBS:

The Commissioners thanked Joe Jacobs for his hard work in helping to make our Employee Appreciation Luncheon a success.

Certificate of Appreciation

Awarded to

Mr. Joe Jacobs

For contributing your time and energy in service to Columbus County and helping to make our Employee Appreciation Luncheon such a huge success. We value your commitment and thank you for what you do.

COLUMBUS COUNTY BOARD OF COMMISSIONERS/s/ **RICKY BULLARD, Chairman**/s/ **CHRIS SMITH**/s/ **LAVERN COLEMAN**/s/ **CHARLES T. MCDOWELL**/s/ **BOYD WORLEY, Board Attorney**/s/ **JEROME MCMILLIAN, Vice Chairman**/s/ **GILES E. BYRD**/s/ **BRENT WATTS**/s/ **EDWIN H. MADDEN, JR., Manager**/s/ **AMANDA B. PRINCE, Staff Attorney/Clerk to Board**/s/ **LATOYA WILLIAMS, Deputy Clerk****Agenda Item #8: EMPLOYEE SPOTLIGHT – JACKIE CAMPBELL:**

County Manager Eddie Madden spotlighted Columbus County Tax Office Customer Service Representative Jackie Campbell.

Employee of the Year Nomination:

Please accept this as my request to nominate Jackie Campbell, for the Columbus County Employee of the Year Award.

Mrs. Jackie is a fabulous employee and has worked in the Customer Service Department of Columbus County Tax Office for over 30 years.

She is so deserving of this award and recognition. She is one of the friendliest people I know and always arrives with a smile on her face and a happy greeting for her co-workers. Despite the overwhelming amount of work that comes into the Tax Office, Mrs. Jackie is always consistent in remaining calm, patient and eager to help the other team members as well as the taxpayers. She is quick to respond to requests. She has an ability to communicate effectively with everyone.

It is with great pleasure that I respectfully submit this nomination for Jackie Campbell to be recognized as the Employee of the Year.

- **Needom G. Hughes IV, Tax Administrator**

Agenda Item #9: APPROVAL of FINAL RESOLUTION for TABOR CITY SCHOOL PROJECT:

Jay Leatherman, Finance Director, requested Board Approval.

Robinson Bradshaw Draft No. ~~23~~

~~12/7/21~~

12/23/21

INSTALLMENT FINANCING CONTRACT**BETWEEN****JPMORGAN CHASE BANK, NA****AND****COUNTY OF COLUMBUS, NORTH CAROLINA****DATED JANUARY ~~12~~, 2022****INSTALLMENT FINANCING CONTRACT**

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INSTALLMENT FINANCING CONTRACT

This **INSTALLMENT FINANCING CONTRACT**, dated January 12, 2022 (as may be supplemented and amended from time to time, this “Contract”), is between **JPMORGAN CHASE BANK, NA**, a national banking association (the “Lender”), and the **COUNTY OF COLUMBUS, NORTH CAROLINA**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”), under the Constitution and laws of the State of North Carolina (the “State”).

PREAMBLE

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (i) finance or refinance the purchase of real and personal property by installment contracts that create in some or all of the property purchased a security interest to secure payment of the purchase price to the entity advancing moneys or supplying financing for the purchase transaction and (ii) finance or refinance the construction or repair of fixtures or improvements on real property by contracts that create in some or all of the fixtures or improvements or in all or some portion of the property on which the fixtures or improvements are located a security interest to secure repayment of moneys advanced or made available for the construction or repair; and

WHEREAS, the County has determined to finance a portion of the cost of a project to improve and construct certain facilities, as more particularly described in Exhibit A hereto (the “Project”); and

WHEREAS, in order to finance a portion of the cost of the Project the Board of Commissioners for the County (the “Board of Commissioners”) has determined that it is in the best interests of the County to enter into this Contract with the Lender under which the Lender will advance funds for such purpose and the County will make Installment Payments and Additional Payments (as each such term is hereinafter defined) in consideration thereof; and

WHEREAS, the Lender desires to advance funds, in one or more advances, pursuant to this Contract to enable the County to finance the cost of the Project; and

WHEREAS, the obligation of the County to make Installment Payments and Additional Payments under this Contract shall constitute a limited obligation of the County, payable solely from then currently budgeted appropriations of the County, and shall not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State; and

WHEREAS, in order to secure the obligations of the County under this Contract, the County has entered into a Deed of Trust (as hereinafter defined) with the deed of trust trustee named therein for the benefit of the Lender creating a lien on all of the right, title and interest of the County in and to the Mortgaged Property (as hereinafter defined); and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is

not and may not be pledged in any way directly, indirectly or contingently to secure any moneys due under this Contract; and

WHEREAS, the execution, delivery and performance of this Contract have been authorized, approved and directed by the Board of Commissioners by a resolution passed by the Board of Commissioners; and

WHEREAS, the execution, delivery and performance of this Contract by the Lender have been authorized, approved and directed by all necessary and appropriate action of the Lender;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants in this Contract contained, the parties hereto agree as follows:

not and may not be pledged in any way directly, indirectly or contingently to secure any moneys due under this Contract; and

WHEREAS, the execution, delivery and performance of this Contract have been authorized, approved and directed by the Board of Commissioners by a resolution passed by the Board of Commissioners; and

WHEREAS, the execution, delivery and performance of this Contract by the Lender have been authorized, approved and directed by all necessary and appropriate action of the Lender;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants in this Contract contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined in the recitals above, the following terms have the meanings specified below unless the context clearly requires otherwise:

“Additional Advance” means an advance of funds made pursuant to a Supplemental Contract by the Lender in addition to the Initial Advance.

“Additional Payments” means the reasonable and customary expenses and fees of the Lender related to the transactions contemplated by this Contract, any expenses (including attorneys’ fees) of the Lender in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, license and permit fees, state and local income, sales and use or ownership taxes, property taxes and other expenses in connection with the maintenance of the Mortgaged Property that the Lender is expressly required to pay as a result of this Contract (together with interest that may accrue thereon in the event that the County shall fail to pay the same, as set forth in this Contract).

“Amount Advanced” means ~~the aggregate principal amount of \$27,903,701.00 advanced by the Lender on the date hereof,~~ collectively, the Initial Advance and any Additional Advances; provided, however, that the total Amount Advanced shall not exceed the Commitment Amount.

“Board of Commissioners” means the duly elected governing Board of Commissioners for the County or any successor to its functions.

“Board of Education” means the Columbus County Schools Board of Education or any successor to its functions.

“Business Day” means a day on which banks in the State are not by law required or authorized to remain closed.

“Closing Date” means the date on which this Contract is executed and delivered in consideration of the advance by the Lender to the County of the ~~Amount Advanced~~ Initial Advance as provided herein.

“Code” means the Internal Revenue Code of 1986, as amended, including any temporary, proposed or final Treasury Regulations promulgated thereunder.

“Commitment Amount” means the aggregate principal amount of \$27,903,701.00.

“Completion Date” means the date on which completion of the acquisition, construction and installation of the Project occurs, as evidenced by the certificate provided for in Section 5.3.

“Construction Contracts” means the contracts relating to construction and other accomplishment of the Project.

“Cost of the Project” shall be deemed to include payment of or reimbursement for the following items:

(a) obligations incurred or assumed in connection with the acquisition, construction and installation of the Project;

(b) the cost of the acquisition, construction and installation of the Project, including, without limitation, the cost of architectural and engineering services, the Lender’s fees and expenses (including the fees and expenses of its counsel) incurred in connection with the advance of the Amount Advanced to the County, fees and expenses of the Local Government Commission of North Carolina, if any, other legal and fiscal agency fees and expenses, taxes, inspection costs, the cost of permit fees and any filing and recording costs relating to the Project, but excluding any related State sales or use tax for which the County will be entitled to a refund; and

(c) all other costs which are considered to be a part of the cost of the acquisition, construction and installation of the Project in accordance with generally accepted accounting principles, including sums required to reimburse the County for advances made by the County that are properly chargeable to the acquisition, construction and installation of the Project.

“County” means the County of Columbus, North Carolina or any successor to its functions.

“County Representative” means (i) the Chairman of the Board of Commissioners, Clerk to the Board of Commissioners, County Manager of the County, Finance Director of the County or such other person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Lender containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager of the County, or (ii) if any or all of the County’s rights and obligations are assigned under this Contract, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

“Code” means the Internal Revenue Code of 1986, as amended, including any temporary, proposed or final Treasury Regulations promulgated thereunder.

“Commitment Amount” means the aggregate principal amount of \$27,903,701.00.

“Completion Date” means the date on which completion of the acquisition, construction and installation of the Project occurs, as evidenced by the certificate provided for in Section 5.3.

“Construction Contracts” means the contracts relating to construction and other accomplishment of the Project.

“Cost of the Project” shall be deemed to include payment of or reimbursement for the following items:

(a) obligations incurred or assumed in connection with the acquisition, construction and installation of the Project;

(b) the cost of the acquisition, construction and installation of the Project, including, without limitation, the cost of architectural and engineering services, the Lender's fees and expenses (including the fees and expenses of its counsel) incurred in connection with the advance of the Amount Advanced to the County, fees and expenses of the Local Government Commission of North Carolina, if any, other legal and fiscal agency fees and expenses, taxes, inspection costs, the cost of permit fees and any filing and recording costs relating to the Project, but excluding any related State sales or use tax for which the County will be entitled to a refund; and

(c) all other costs which are considered to be a part of the cost of the acquisition, construction and installation of the Project in accordance with generally accepted accounting principles, including sums required to reimburse the County for advances made by the County that are properly chargeable to the acquisition, construction and installation of the Project.

"County" means the County of Columbus, North Carolina or any successor to its functions.

"County Representative" means (i) the Chairman of the Board of Commissioners, Clerk to the Board of Commissioners, County Manager of the County, Finance Director of the County or such other person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Lender containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager of the County, or (ii) if any or all of the County's rights and obligations are assigned under this Contract, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

"Deed of Trust" means the Deed of Trust and Security Agreement, made January 12, 2022, from the County to the deed of trust trustee named therein, for the benefit of the Lender, as beneficiary, as the same may be supplemented and amended from time to time.

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"Determination of Taxability" means and shall be deemed to have occurred on the date when (a) the County shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in the gross income of the Lender for federal income tax purposes the interest components of the Installment Payments made by the County under this Contract due to the occurrence of an Event of Taxability or (b) the County or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest components of the Installment Payments made by the County under this Contract are includable in the gross income of the Lender for federal income tax purposes due to the occurrence of an Event of Taxability.

"Event of Default" means one or more events of default as defined in Section 13.1.

"Event of Taxability" means the occurrence or existence of any fact, event or circumstance caused by the action or inaction of the County to comply with any covenants in this Contract or any document or certificate executed by the County in connection with the transactions contemplated by this Contract which has the effect of causing the interest components of the Installment Payments made by the County under this Contract to be includable in the gross income of the Lender for federal income tax purposes.

"Initial Advance" means an initial advance of funds in the amount of \$[Amount] by the Lender on the Closing Date.

"Inclusion Date" means the effective date that the interest components of the Installment Payments made by the County under this Contract are includable in the gross income of the Lender for federal income tax purposes as a result of a Determination of Taxability.

"Installment Payment Dates" means the dates on which Installment Payments are due and payable as set forth in the Payment Schedule attached hereto.

“Installment Payments” means those payments to be made by the County to the Lender as described in Article III and in the Payment Schedule attached hereto.

“Interest Rate” means (i) with respect to the Initial Advance, 1.02% per annum and (ii) with respect to any Additional Advance, the rate per annum set forth in the Supplemental Contract relating to such advance; in both cases calculated on the basis of a 360-day year of twelve 30-day months; provided, however, that from and after a Determination of Taxability, the Interest Rate shall be adjusted as described in Section 3.2.

“Lease” means the Lease, dated as of the date hereof, between the County, as lessor and the Board of Education, as lessee.

“Lender” means JPMorgan Chase Bank, NA or its successors and assigns.

“Lender Representative” means any vice president of the Lender or such other person or persons at the time designated to act on behalf of the Lender for purposes of performing any act on behalf of the Lender under this Contract by a written certificate furnished to the County containing the specimen signatures of such person or persons and signed on behalf of the Lender by any vice president.

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“Mortgaged Property” means the Real Property and all existing improvements located thereon as of the date hereof, the improvements to be acquired, constructed and installed thereon, all other additions, alterations, enlargements, extensions, improvements and fixtures made a part thereof or the improvements thereon and all appurtenances of any nature whatsoever, less all property excluded from the lien or security interest of the Lender under this Contract and all property released pursuant to this Contract or the Deed of Trust.

“Net Proceeds,” when used with respect to any proceeds of insurance policies, payment bonds, performance bonds, condemnation awards or moneys received as a consequence of default under a construction contract or otherwise made available by reason of any occurrence described in Section 5.4 or 8.1, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds.

“Payment Schedule” means the document entitled “Payment Schedule” attached hereto and incorporated herein by reference which sets forth the Installment Payments to be made by the County hereunder, as the same may be revised from time to time in accordance with this Contract and any Supplemental Contract.

“Permitted Encumbrances” has the meaning set forth in the Deed of Trust.

“Project” means the construction and improvement of certain County facilities, as more particularly described in Exhibit A hereto.

“Real Property” means the land and real estate improvements thereon and appurtenances thereto as more particularly described in Exhibit B attached hereto and incorporated herein by reference, as the same may be amended from time to time in accordance with the provisions of the Deed of Trust.

“State” means the State of North Carolina.

~~“Title Policy” means the policy of title insurance which insures the priority of the lien of the Deed of Trust pursuant to Section 6.5~~ Supplemental Contract” means any Supplement to the Installment Financing Contract entered into by the Lender and the County in order to provide for Additional Advances hereunder.

ARTICLE II

AMOUNT ADVANCED

Section 2.1 Advance of ~~Amount~~Initial Advanced. The Lender hereby makes an advance to the County of the ~~Amount Advanced~~Initial Advance, and the County hereby accepts from the Lender the ~~Amount Advanced~~Initial Advance, to be applied in accordance with the terms and conditions of this Contract. The proceeds of the ~~Amount Advanced~~Initial Advance will be used as described in the recitals to this Contract.

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Section 2.2 Additional Advances. In the event the Initial Advance is less than the Commitment Amount, the County may request the Lender to make Additional Advances to finance the Cost of the Project. The Lender shall make such Additional Advances available to the County pursuant to the terms of a Supplemental Contract. The Supplemental Contract shall set forth the amount of such Additional Advance, the Interest Rate for such Additional Advance and any other relevant terms and conditions. The Supplemental Contract shall also amend the Payment Schedule to include Installment Payments relating to such Additional Advance. The Initial Advance and any Additional Advances shall not exceed the Commitment Amount on a cumulative basis.

ARTICLE III

INSTALLMENT PAYMENTS; ADDITIONAL PAYMENTS

Section 3.1 Amounts and Times of Installment Payments and Additional Payments.

(a) The County shall repay the Amount Advanced in installments, together with interest thereon at the Interest Rate, as provided in this Contract and the Payment Schedule. Each installment shall be deemed an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule, except as otherwise provided in this Contract. Each amount received by the Lender as an Installment Payment shall be deemed to be applied first to the payment of the interest component and then to the payment of the principal component of such Installment Payment.

(b) The County shall pay Additional Payments on a timely basis directly to each person or entity to which any Additional Payments are owed.

Section 3.2 Rate Adjustment. In the event of a Determination of Taxability, the Interest Rate, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments. In addition, the County shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Lender's failure to include the interest components of the Installment Payments in its gross income for federal income tax purposes, and (ii) upon request of the Lender, additional interest as a result of such increase in the Interest Rate with respect to all previous Installment Payments made by the County after the Inclusion Date, provided that the County has not already paid or will not otherwise pay such additional interest as a consequence of such increase in the Interest Rate. In the event of a Determination of Taxability, the Lender shall provide the County with a new Payment Schedule which reflects the new Interest Rate and will replace the Payment Schedule attached hereto.

Section 3.3 Place of Payments. All payments required to be made to the Lender under this Contract shall be made to the Lender at the address set forth in the Payment Schedule in immediately available funds or as may be otherwise directed in writing by the Lender.

Section 3.4 No Abatement. There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including but not limited to, any failure by the County to appropriate funds to the payment of the Installment Payments or

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~~Section 6.5 Title Insurance: The County agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to the Lender, effective as of the date of execution and delivery of this Contract, in an amount not less than the Amount Advanced, naming the Lender as insured mortgagee. Such policy shall insure the fee title of the County to the Mortgaged Property, subject only to Permitted Encumbrances, and shall be issued by a title insurance company qualified to do business in the State of North Carolina and acceptable to the Lender. On or before the Closing Date, the County shall provide the Lender with a copy of the commitment of the issuer of such policy to issue such policy and, within thirty (30) days after the Closing Date, the County shall provide the Lender with a copy of such policy.~~ [Reserved].

Section 6.6 Insurance. The County shall maintain, or cause to be maintained, except as hereinafter provided, insurance with respect to its property and business against such casualties and contingencies in amounts not less than is customary in similar activities and similarly situated. Without limiting the foregoing, the County shall maintain, or cause to be maintained, except as hereinafter provided, the following insurance:

(a) Insurance against loss and/or damage to the Mortgaged Property under a policy or policies covering such risks as are ordinarily insured against for similar property. Such insurance (which may be builder's risk insurance in whole or in part until the completion of the Project) shall be in an amount not less than the lesser of (i) the full replacement cost of the Mortgaged Property or (ii) the outstanding principal components of the Installment Payments, but any such policy may have a deductible amount of not more than \$50,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior written consent thereto by the Lender. The term "full replacement cost" shall mean the actual replacement cost of the Mortgaged Property, without deduction for physical depreciation, and shall be determined once every three years by an insurance consultant, in any case, selected and paid for by the County. Each such policy shall contain a replacement cost endorsement.

(b) Comprehensive general liability insurance protecting the County and the Lender as their interests may appear, against liability for injuries to persons and/or property, occurring on, in or about the Mortgaged Property, in the minimum amount of \$2,000,000 liability to any one person for property damage, \$2,000,000 liability for personal injury for any one occurrence and an aggregate annual liability limit of not less than \$2,000,000, with a deductible amount of not more than \$50,000.

(c) Workers' compensation insurance respecting all employees of the County working at the Mortgaged Property in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the County may be self-insured with respect to all or any part of its liability for workers' compensation.

Each policy of insurance obtained pursuant to this Section shall (i) be issued by a generally recognized and responsible insurance company qualified under the laws of the State or the United States of America to assume the risks covered by such policy, (ii) name the County and the Lender as insureds or loss payees, as their respective interests may appear, except that

policies described in paragraph (a) shall contain standard mortgagee clauses naming the Lender as mortgagee; and (iii) unless unavailable from the insurer, provide that such policy shall not be cancelled or modified in any way adverse to any insured or loss payee without at least thirty (30) days' prior written notice to each insured or loss payee named therein. The County shall have the right to receive the proceeds from any insurance maintained pursuant to this Section, subject, however, to the provisions of this Article VI and Article VIII.

All such policies shall be deposited with the Lender, provided that in lieu of such policies there may be deposited with the Lender a certificate or certificates of the respective insurers or other evidence satisfactory to the Lender to the effect that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the County shall furnish to the Lender evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Contract.

In lieu of separate policies the County may maintain or cause to be maintained blanket or umbrella policies or participate in group risk financing programs, risk pools, purchasing groups, captive insurance companies or state or federal programs if such policies or other insurance alternatives provide the same coverage as required by this Section with protection against each risk not reducible by claims for other risks to amounts less than that specified in this Section and the County deposits with the Lender a certificate or certificates of the respective insurers evidencing such coverage and stating, as required, the amount of coverage with respect to the Mortgaged Property or any part thereof.

Section 6.7 [Reserved]

Section 6.8 Risk of Loss. The County shall bear all risk of loss or damage to and condemnation of the Project. In the event of loss or damage to or condemnation of the Project resulting in Net Proceeds of any insurance policies or condemnation awards, such Net Proceeds shall be applied in accordance with the provisions of Section 8.2 and, if applicable, Section 8.3.

Section 6.9 Performance by the Lender of the County's Responsibilities. Any performance required of the County or any payments other than Installment Payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Lender, and, in that event, the Lender shall be immediately reimbursed by the County for such payments or other performance by the Lender with interest thereon at the Prime Rate.

Section 6.10 Financial Statements. The County shall send to the Lender (i) a copy of the County's audited financial statements for each fiscal year within two hundred ~~forty~~seventy (~~240~~270) days of the completion of such fiscal year and (ii) a copy of the County's annual budget for each fiscal year within thirty (30) days after adoption, as well as any amendments to the budget that affect the appropriation for Installment Payments.

The County shall furnish to the Lender a copy of the County's annual budget, as adopted, within thirty (30) days of its adoption. The County shall also furnish to the Lender, at such reasonable times as the Lender shall request, all other financial information ~~(including, without limitation, the County's annual budget as submitted or approved)~~ as the Lender may reasonably request. The County shall permit the Lender or its agents and representatives to inspect the County's books and records and make extracts therefrom.

PAYMENT SCHEDULE

Date of Initial Advance: January 12, 2022

Amount of Initial Advance: \$[Amount]

Installment Payments for Initial Advance:

<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Installment Payment</u>
7/01/2022	-	\$	
1/01/2023	-		
7/01/2023	-		
1/01/2024	\$27,903,701.0 0\$[Amount]		
Total	\$27,903,701.0 0\$[Amount]		

Unless otherwise instructed by the Lender, the County shall wire funds to:

Bank Name: JPMorgan Chase Bank, NA
 ABA#: _____
 Acct Name: _____
 Acct #: _____
 Attn: _____
 Ref. Name: Columbus County, NC

EXHIBIT A**DESCRIPTION OF THE PROJECT**

The Project consists of renovating, expanding, equipping and improving an existing school facility known as Tabor City School.

A-1

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EXHIBIT B**DESCRIPTION OF THE MORTGAGED PROPERTY**

The Mortgaged Property consists of a tracts or parcels of land described as follows:

[to be inserted]

B-1

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Robinson Bradshaw No. ~~23~~
~~12/7/21~~
12/23/21

LEASE

by and between

COUNTY OF COLUMBUS, NORTH CAROLINA

AS LESSOR

and

COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION

AS LESSEE

Dated as of January ~~12~~12, 2022

After recording, please return to:

Brandon Lofton, Esq.
 Robinson, Bradshaw & Hinson, P.A.
 101 North Tryon Street, Suite 1900
 Charlotte, North Carolina 28246

This document was prepared by:

Brandon Lofton, Esq.
 Robinson, Bradshaw & Hinson, P.A.
 101 North Tryon Street, Suite 1900
 Charlotte, North Carolina 28246

LEASE

THIS LEASE, dated as of January ~~12~~12, 2022, and entered into by and between the **COUNTY OF COLUMBUS, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the "County"), and the **COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION**, a body corporate which has general control and supervision of all matters pertaining to the public schools in the Columbus County Schools, its respective school administrative unit, and is duly organized and existing under the laws of the State of North Carolina (the "Board of Education"),

WITNESSETH:

WHEREAS, the County and the Board of Education have determined to cooperate in a plan to finance a portion of the cost of a project which each has found to be necessary and desirable to provide for improved public school facilities and improved public education in the County; and

WHEREAS, such project consists of renovating, expanding, equipping and improving an existing school facility known as Tabor City School (the "Project"); and

WHEREAS, as a part of such plan, the County and the Board of Education have entered into an Administrative Agreement, dated as of January ~~12~~12, 2022 (the "Administrative Agreement"), providing, among other matters, for the purchase of the site of the Project as more particularly described in Exhibit A hereto (the "Site") and the improvements thereon by the County for lease to the Board of Education and the construction and other accomplishment of the Project; and

WHEREAS, as a part of such plan, the County has entered into an Installment Financing Agreement, dated as of January ~~12~~12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Installment Financing Agreement"), between the County and JPMorgan Chase Bank, NA providing for the financing of a portion of the cost of the Project; and

WHEREAS, as a part of such plan, the Board of Education has executed a General Warranty Deed conveying the Site and the improvements thereon to the County; and

WHEREAS, as a part of such plan, the County proposes to lease the Site and the improvements thereon (collectively the "Leased Property") to the Board of Education and the Board of Education has determined to lease the Leased Property from the County;

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

Robinson Bradshaw Draft No. ~~12~~
~~11/17/21~~
12/23/21

ADMINISTRATIVE AGREEMENT

by and between

COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION

and

COUNTY OF COLUMBUS, NORTH CAROLINA

Dated as of January ~~11~~12, 2022

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ADMINISTRATIVE AGREEMENT

THIS ADMINISTRATIVE AGREEMENT, dated as of January ~~11~~12, 2022 (this "Agreement"), and entered into by and between the Columbus County Schools Board of Education, a body corporate which has general control and supervision of all matters pertaining to the public schools in the Columbus County Schools, its respective school administrative unit, and is duly organized and existing under the laws of the State of North Carolina (the "Board of Education"), and the County of Columbus, North Carolina, a body corporate and politic and a political subdivision of the State of North Carolina (the "County"),

WITNESSETH:

WHEREAS, the County and the Board of Education have determined to cooperate in a plan to finance a portion of the cost of a project which each has found to be necessary and desirable to provide for improved public school facilities and improved public education in such school administrative unit;

WHEREAS, such project consists of renovating, expanding, equipping and improving an existing school facility known as Tabor City School (the "Project"); and

WHEREAS, as a part of such plan, the Board of Education is to convey the site of the Project and the improvements thereon (the "Property") to the County and the County is to lease the Property to the Board of Education;

WHEREAS, the Board of Education is authorized (a) to sell the Property to the County for any price negotiated between them in connection with the Project, (b) to lease the Property from the County and (c) to enter into contracts for the construction and other accomplishment of the Project;

WHEREAS, the County is authorized (a) to acquire the Property from the Board of Education, (b) to lease the Property to the Board of Education and (c) to construct, improve or otherwise make available property for use by the Columbus County Schools;

WHEREAS, the County is also authorized to finance a portion of the cost of the Project by contracts that create security interests in the Property and the improvements thereon and certain related property to secure repayment of moneys made available for such purpose;

WHEREAS, the Board of Education and the County are authorized to enter into agreements in order to execute such plan, and this agreement (this "Agreement") constitutes such an agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

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NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Sale of Property to County. The Board of Education will sell the Property to the County for a price of \$100 and will convey the Property to the County by means of a general warranty deed.

Section 2. Lease of Property to Board of Education. Upon the conveyance of the Property to the County by the Board of Education, the County will lease the Property to the Board of Education for use by the Columbus County Schools pursuant to a Lease to be entered into by the County and the Board of Education dated as of January ~~12~~, 2022 (the "Lease").

Section 3. Construction and other Accomplishment of Project. The County (a) will acquire the Property from the Board of Education in accordance with Section 1 above, (b) will lease the Property to the Board of Education in accordance with Section 2 above and (c) together with the Board of Education will provide for the construction and other accomplishment of the Project as hereinafter provided.

The County will also finance a part of the cost of the Project pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, by entering into an Installment Financing Contract, dated as of January ~~12~~, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Installment Financing Contract"), with JPMorgan Chase Bank (the "Lender"). In addition, the County will execute and deliver to a trustee for the benefit of the Lender a Deed of Trust and Security Agreement, dated as of January ~~12~~, 2022 (as amended and supplemented from time to time, the "Deed of Trust"), which will encumber the Property and the improvements thereon and certain related property to secure the County's obligation to repay the amount advanced to it pursuant to the Installment Financing Contract.

The Board of Education will be responsible for and enter into contracts for the work constituting the Project. In order to enable the Board of Education to carry out the County's obligations under the Installment Financing Contract with respect to the work for which the Board of Education will be responsible under this Agreement, the County hereby transfers its rights under the Installment Financing Contract regarding such obligations to the Board of Education. The Board of Education will cause the Project to be completed on or before the date set forth in the construction documents and otherwise in accordance with the construction documents and the Installment Financing Contract and any applicable requirements of governmental authorities and law. The County and the Board of Education agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project and paid or reimbursed from the Amount Advanced (as defined in the Installment Financing Contract) will be deposited in the account into which the Amount Advanced was deposited in accordance with Section 2.1 of the Installment Financing Contract.

Section 4. Indemnification. To the extent permitted by law, the Board of Education shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other

DEED OF TRUST AND SECURITY AGREEMENT

Prepared by:
 Brandon Lofton, Esq.
 Robinson, Bradshaw & Hinson, P.A.
 101 North Tryon Street, Suite 1900
 Charlotte, North Carolina 28246

Return to:
 Brandon Lofton, Esq.
 Robinson, Bradshaw & Hinson, P.A.
 101 North Tryon Street, Suite 1900
 Charlotte, North Carolina 28246

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

(COLLATERAL IS OR INCLUDES FIXTURES)

This **DEED OF TRUST AND SECURITY AGREEMENT**, made and entered into as of January ~~12~~, 2022 (as may be amended and supplemented from time to time, this “Deed of Trust”), from the **COUNTY OF COLUMBUS, NORTH CAROLINA**, a body corporate and politic and a political subdivision of the State of North Carolina, whose address is 111 Washington Street, Whiteville, North Carolina 28472 Attention: Finance Director, as grantor (the “Grantor”), to [____], whose address is [____], as trustee (the “Trustee”), for the benefit of **JPMORGAN CHASE BANK, NA**, whose address is 4350 Congress St., Floor 2, Charlotte NC 28209 (the “Bank” and, together with its successors and assigns, the “Beneficiary”);

WITNESSETH:

WHEREAS, the Grantor and the Bank have entered into an Installment Financing Contract dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Installment Financing Contract”), pursuant to which (i) the Bank has agreed to advance \$27,903,701.00 to enable the Grantor to finance the cost of the Project (as defined in the Installment Financing Contract) and (ii) the Grantor has agreed to make the Installment Payments and Additional Payments (as each such term is defined in the Installment Financing Contract) to the Bank;

WHEREAS, this Deed of Trust has been executed and delivered to secure (i) the obligations of the Grantor to make the Installment Payments and Additional Payments ~~and~~, (ii) the performance of all of the other liabilities and obligations, whether now existing or hereafter arising, of the Grantor to the Bank under the Installment Financing Contract and (iii) all future obligations of the Grantor to the Beneficiary arising under the Installment Financing Agreement

and this Deed of Trust (all such obligations and liabilities described in (i) or (ii) above being hereinafter collectively called the "Indebtedness"). The period in which future obligations may be incurred is the period between the date hereof and two (2) years from the date hereof.] The making of future advances, which advances shall be evidenced by additional debt is subject to the terms and conditions of the Lease and the Installment Financing Contract. The amount of the present obligations secured by this Deed of Trust is _____ Million Dollars (\$[Amount]), and the maximum amount, including present and future obligations, that may be secured by this Deed of Trust at any one time is Twenty Seven Million Nine Hundred Three Thousand Seven Hundred and One Dollars (\$27,903,701.00). Notwithstanding the foregoing, if the Beneficiary wants to modify or amend the Deed of Trust for the incurrence of future obligations, it may do so by a supplemental agreement approved by the Beneficiary, without the consent of the Bond owners;
and

WHEREAS, the Grantor desires to secure (i) the payment of the Indebtedness and any renewals, modifications or extensions thereof, in whole or in part, and (ii) the additional payments hereinafter agreed to be made by or on behalf of the Grantor, by a conveyance of the lands and security interests hereinafter described;

NOW, THEREFORE, in consideration of the above preambles and for the purposes aforesaid, and in further consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor by the Trustee and other valuable consideration, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey, unto the Trustee, its heirs, successors and assigns, the following property (collectively the "Premises"):

(a) The real property lying and being in the County of Columbus, North Carolina and described below in the legal description attached as Exhibit A hereto (collectively the "Real Property"):

SEE EXHIBIT A ATTACHED HERETO FOR THE REAL
PROPERTY DESCRIPTION, WHICH EXHIBIT A IS
SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

(b) All buildings, structures, additions and other improvements of every nature whatsoever now or hereafter situated on or about the Real Property (collectively the "Improvements").

(c) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes and other machinery, equipment or other tangible personal property, which are or shall be so attached to the Improvements, including all extensions, additions, improvements, betterments, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, as to be deemed to be fixtures under North Carolina law (collectively the "Fixtures") and accessions to the Real Property and a part of the Premises as between the parties hereto

MOTION:

Commissioner Coleman made a motion to approve the Final Resolution for Tabor City School Project, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #11: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:

Staff is requesting appointments, re-appointments or replacements to the following boards, committees and councils.

Listed Zone # = Individual Commissioner

Zone I: Jerome McMillian
 Zone II: Chris Smith
 Zone III: Giles E. Byrd
 Zone IV: Lavern Coleman
 Zone V: Brent Watts
 Zone VI: Ricky Bullard
 Zone VII: Charles T. McDowell

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Columbus County Animal Control	III	Millie Freeman (attendance)	07/17/2023	HOLD
Columbus County Board of Adjustments	I	Jerome Chestnut	01/21/2022	RE-APPOINT
	V	Warren Miller	09/30/2024	HOLD
Board of Health	V	Christy Perdue, MD	12/31/2021	HOLD
Juvenile Crime Prevention Council (JCPC)	VI	Kelly Cribb (resigned)	06/30/2022	LANCE SOLES

MOTION:

Commissioner McDowell made a motion to approve Agenda Add-On Item #5a – the USDA Amended Letter of Conditions for the Tabor City School Project, seconded by Vice Chairman McMillian. The motion unanimously passed.

MOTION:

Commissioner Smith made a motion to Approve Agenda Add-On Item #5b – the Low Bid from Waters Contracting Company for \$255,000, seconded by Commissioner Watts. The motion unanimously passed.

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING

At 6:52 P.M., Commissioner Coleman made a motion to recess Regular Session and enter into a **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV, and V Board Meeting, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #12: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, AND V BOARD MEETING MINUTES:

A. December 6, 2021

MOTION:

Commissioner Smith made a motion to approve the minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Commissioner Byrd: It was said on the news tonight that money had been appropriated to help people in need pay their water bills. You could qualify if your water bill was really behind or if your water was in the process of being cut off. You should contact Social Services to see if you qualify and I just wanted to mention that so the public would know, since we’re talking about water.

ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #13: COMMENTS:

Chairman Bullard opened the floor for comments. The following spoke:

A. Board of Commissioners:

1. **Commissioner Coleman** stated the following:
 - I would like to thank all the Commissioners and County staff for their help.
 - I believe I made some progress this year.
 - I appreciate the vote of confidence the people in my district have given me to vote me in and support me the way they do.
 - I certainly appreciate it and I hope I can continue to do a good job.
 - I am going to continue to push for water and internet in our area.
 - That's a major hurdle we're going to have to cross but I think we will in the upcoming year.
 - Hopefully we'll start to see some progress.
 - I hope everyone has a great year and like I said before, pick up your bag of blessings and begin to count them you'll see they far outweigh the trials we've gone through.

2. **Commissioner McDowell** stated the following:
 - I would like to thank Representative Jones and as I know him, "Little Joe", for the efforts that they have put forward, it is greatly appreciated.
 - Also, piggybacking off of what Commissioner Coleman was saying, last year was a good year, ironically enough, we were all consumed with COVID, the not knowing and uncertainty as to what would happen.
 - But, for Columbus County, with the efforts put forth by this Board and by our staff it was a good year, it really was.
 - And, we need to build on that, we don't need to just sit back on what we've accomplished, we need to keep moving in the right direction.
 - COVID is still here.
 - I lost a student, he was 54 years old.
 - It's still there, it may not be as severe as the Delta variant but it's still there so protect yourselves and use good common sense, not only for yourself but for those you care about as well.

3. **Commissioner Smith** stated the following:
 - I want to thank Mr. Madden for coming on board with us last year.
 - The things that you have done for Columbus County have been unbelievable.
 - Representative Jones, well you almost just have to hug his neck every time you see him for the money he got for Columbus County.
 - And Joe Jacobs was recognized for the Employee Appreciation Luncheon but he's always volunteering to help everything in Columbus County.
 - We've done a lot of great things over the past year but the Courthouse was on my platform and I've been on the Board a year and I'm so happy that we're moving forward on it and we're about to demo it now.
 - Hopefully, by the end of 2022 we can have court in there.

Chairman Bullard stated the following:

 - Mr. Madden can you tell him the plans for the demolition that's about to begin on the Courthouse?

Count Manager Madden stated the following:

 - It's a selective demolition, so we've already gone through the asbestos abatement process.
 - Now we will be removing other interior materials that will not be necessary for the final construction phase.
 - We confirmed this afternoon with the architect that once the Board approves, and you have, the low bid for the selective demolition project, he anticipates the contractor to be on site as early as February 1.
 - The contract period for that portion of work is 90 days, we're hopeful that he can be done sooner, but he's entitled to 90 days for that phase of the work.
 - As you recall, Mr. Dixon is also finalizing the architectural design for the completed courthouse.
 - That will be defined as they go through demolition.
 - All indications are, that on the heels of the demolition work, we'll be able to begin sometime this summer on the remaining renovations.
 - I'm very encouraged by the progress we're making.
 - We are slightly under budget on the demolition, which is very good considering the budget of the bidding climate right now and we're looking forward to seeing this through in 2022.

4. **Commissioner Watts** stated the following:

- I want to echo what the other Commissioners have said, I want to thank Representative Jones and Little Joe, no matter what you ask either one of them to do, they will always help, and they're in it for what's best for this county and not themselves.

-I hope everyone had a healthy and happy New Year.

-The virus is still around and everybody needs to be careful.

-I think this new Board has done a lot, we've worked together and been able to do a lot for this county and I hope in 2022 we can do more.

-I want to thank Mr. Madden and the County Attorneys for what they've done.

-I think we're moving in the right direction.

5. **Commissioner Byrd** stated the following:

-I agree with all that's been said and there's no need to keep repeating it.

-Mr. Chairman, last year we brought in the Ramps and Rails folks and gave them a plaque for the job they'd done.

-Well, this year they have built 60 ramps, they've reclaimed 12, they've moved 2 and they've repaired 8 and these are 20 individuals throughout the county.

-It's not just the Hallsboro area even though it's the Hallsboro Baptist Men or just the Baptist Men I believe they're called.

-I believe we should give them another plaque this year for what they've done also.

-Also, back in budget time, I spoke about the \$20,000 dollars they always put in the budget for the ramp builders.

-Well, I think Ms. Massey told them that the money she put in lumber this week will be all she has.

-I think it's important we continue to look after our elders and our folks with disabilities because you never know when it could be you or I to have a stroke or a wreck or whatever could happen and we might need a ramp also.

-They help a lot of people, so somewhere I hope this Board can find the \$20,000 dollars to help them get through July.

-It's always been a line item for the past 3 or 4 years and I hope we can find the money to continue.

-When I mentioned this at budget time Mr. Madden you made the statement that there would be plenty of money there, but it's running out.

-All this free money is going to run out and that's when we're going to have to step in and dig deep.

6. **Commissioner McMillian** stated the following:

-I would like to thank everyone for coming out tonight.

-I would like to thank our new Board of Commissioners.

-I love the way we're coming together, working together and working with the rest of the community and municipalities.

-As you can see, when we work together things happen.

-I would like to thank Mr. Madden for being the backbone of this Board, for his leadership, his honesty and integrity to do what's right for our county and I just want to thank you.

-I try to do it every meeting but I just want you to know how much we appreciate your leadership.

-Representative Jones, you told me three years ago that if we could learn to work together then we could get things done in this county.

-I appreciate all the work you do for us and for going above and beyond what's good for our county and I really appreciate you.

-I appreciate the Sheriff out here.

-I know it's hard times and I appreciate everything you do for this county.

-Mr. Jacobs, I've know you for a long time and I know you have a big heart and we appreciate you, and you never ask for a dime.

-You work hard and you give, you give, and you give and we thank you and your family for the things that you do for your community.

-One more thing, Mr. Madden, we appreciate the water extensions, most of the citizens are happy about Otto Nance Rd and some of the other areas we're looking at, including on the East End.

-We're very appreciative of the work you're doing to help get this water extension because we still have a lot of people in this county who want water but don't have it.

-So, we thank you for the work that you're doing towards that.

7. **Chairman Bullard** stated the following:

-One thing I need to mention to the Board, our planning retreat for our workshop is coming up in February.

-Would February 15th work for everybody?

Commissioner Smith stated the following:

-Is it at the college?

Chairman Bullard stated the following:

-I think we may have it at the new Commissioner's Chambers as planned.

-What time will we start Mr. Madden?

County Manager Eddie Madden stated the following:

-Historically, I know it's generally from 9 a.m. to 1 p.m.

Commissioner McDowell stated the following:

-What day of the week is that?

Board Attorney Boyd Worley stated the following:

-It's a Tuesday.

Chairman Bullard stated the following:

-And that way we can get our priorities in line so we'll know what we want to ask Representative Jones for in this coming year, before it gets too late.

-I'd like to make a couple of comments.

-You have to give thanks to who thanks is due.

-I'd like to thank each Commissioner for the outstanding job you men have done this year.

-And there are a few things that come to mind that are cause for commending you for the job you've done.

-Number one, you hired a good qualified manager to lead Columbus County.

-He has brought strong, sound leadership, and he's already proved that he was a good choice.

-We've rebuilt a good relationship with our Judicial System.

-We were relieved from the Writ of Mandamus on the Commissioners.

-We have strengthened Whiteville City Schools, Columbus County Schools and Southeastern Community College with the ability to educate the children of Columbus County through the funding we have acquired through our Legislature.

-We have rebuilt a strong relationship with our Sheriff's Department and their staff, which are doing a fabulous job here in Columbus County and we thank you for what you're doing Sheriff Greene.

-We have raised employees' salaries to help retain employees and encourage them to stay in Columbus County.

-You've been supportive in many other ways, too many to mention, that have helped our county to grow.

-I encourage each of you to keep that vision that we had in 2021, we have a lot of good things already on the table that are being worked on for 2022.

-And if we work together like we have in 2021, we can make the impossible, possible.

-I'm excited to work with each Commissioner, the County Manager, the Assistant Manager, Department Heads, employees and every tax paying Columbus County citizen.

-It is an honor to be able to serve as your Commissioner and my goal is to put you first.

-Thank you to our attorneys for the wisdom and guidance you bring, for your good and sound advice that you bring to this Board to keep us in line with what we need to do to go forward.

-Last, but not least, continue to remember us in your prayers.

-I believe that that has helped us through this past year.

-I know I have prayed for many good things to happen here in Columbus County.

-We need all the help we can get to move forward and have another good and successful year.

-And, I thank each one of you for what you do for Columbus County.

-You're a good Board to work with and I mean that from the bottom of my heart.

B. County Manager Eddie Madden stated the following:

-I want to express my appreciation to this Board and the Staff as well.

-2021 was a good year for me personally and professionally and it's been an honor to be at the helm here trying to make a difference each and every day for every citizen and taxpayer in Columbus County.

-I appreciate the leadership of this Board.

-I can't say enough about the Staff.

-I try to give credit where credit is due and we have a very, very qualified group of people working from day to day representing your interests and I just want to express my appreciation to them and to you all.

-I do have a few things I want to mention to you.

-You probably saw my email last week, but we did close on the BB&T/Truist properties as we had committed before the end of calendar year, so we are now in possession of the property there.

- Our staff has been visiting the buildings today and preparing them for our occupancy in the very near future.
- We do plan to have our 1st meeting in February there at the new location.
- The one story building next door is the soon-to-be home of the new 911 Center.
- Our Assistant County Manager Nick West is talking with and preparing RFPs for architectural design and preparing for construction and renovations to that building.
- This evening you made the final step to complete the application process for the funding from the USDA and construction of the Tabor City School Project.
- We're very optimistic that on January 11th the Local Government Commission will approve our application and we've already scheduled a bid award with the school system so that the contract can move forward without any increase or penalty.
- We're right on the heels of the budget season and it's hard to believe that it's been a year already.
- We will kick that off with you on February 15th.
- We do have to start a bit early this year which is why we're having this in mid-February, because of the LGC's requirement for us to submit a preliminary budget to them in May, so we appreciate the Board's cooperation in helping us get the budget process started sooner than usual.
- As you all know we will be vacating 110 Courthouse Square when we move downtown and the question was raised as to who would be the likely occupant of our current office space.
- Juvenile Justice, which is currently located at the rear of the Health Department has expressed interest in moving into our space.
- They have visited our offices and have determined that it meets their criteria and would like to move forward with relocating to our offices as soon as we vacate.
- That will be sometime in early to mid-February.
- I believe the Sheriff would state, that at his recent community forum, the folks from Juvenile Justice were there and there was a lot of discussion about making sure that they have a greater impact on the County and our Juvenile System.
- I think it's a very good and fitting place for them to be located, there in the Courthouse Square, and close to the Courthouse.
- So, with the Board's approval we will notify Juvenile Justice that they can take occupancy very soon.
- As a reminder, the offices will be closed on January 17th for the Martin Luther King Jr. Holiday, the Board will meet, not that Monday the 17th, but instead on that Tuesday, the 18th.
- That's all I have Mr. Chairman.

Agenda Item #14: ADJOURNMENT:

At 7:15 P.M., Commissioner Smith made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, January 3, 2022
6:52 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District I Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Jerome McMillian, **Vice Chairman**
Chris Smith
Brent Watts
Charles T. McDowell
Lavern Coleman
Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:52 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

Agenda Item #12: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:

December 6, 2021 Columbus County Water and Sewer District I Board Meeting

Commissioner Smith made a motion to approve the December 6, 2021 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, January 3, 2022
6:52 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District II Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Jerome McMillian, **Vice Chairman**
Chris Smith
Brent Watts
Charles T. McDowell
Lavern Coleman
Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:52 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District II Board Meeting to order.

Agenda Item #20: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:

December 6, 2021 Columbus County Water and Sewer District II Board Meeting

Commissioner Smith made a motion to approve the December 6, 2021 Columbus County Water and Sewer District II Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, January 3, 2022
6:52 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District III Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Jerome McMillian, **Vice Chairman**
Chris Smith
Brent Watts
Charles T. McDowell
Lavern Coleman
Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:52 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District III Board Meeting to order.

Agenda Item #20: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:

December 6, 2021 Columbus County Water and Sewer District III Board Meeting

Commissioner Smith made a motion to approve the December 6, 2021 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, January 3, 2022
6:52 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District IV Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Jerome McMillian, **Vice Chairman**
Chris Smith
Brent Watts
Charles T. McDowell
Lavern Coleman
Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:52 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District IV Board Meeting to order.

Agenda Item #20: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:

December 6, 2021 Columbus County Water and Sewer District IV Board Meeting

Commissioner Smith made a motion to approve the December 6, 2021 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, January 3, 2022
6:52 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District V Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
 Jerome McMillian, **Vice Chairman**
 Chris Smith
 Brent Watts
 Charles T. McDowell
 Lavern Coleman
 Giles E. Byrd

APPOINTEES PRESENT:

Eddie Madden, **County Manager**
 Boyd Worley, **Board Attorney**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:52 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District V Board Meeting to order.

Agenda Item #20: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:

December 6, 2021 Columbus County Water and Sewer District V Board Meeting

Commissioner Smith made a motion to approve the December 6, 2021 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 6:54 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman