

**BOARD OF
COMMISSIONERS
REGULAR MEETING
FEBRUARY 1, 2021
5:00 PM**



**R. Jay Foster Hall of
Justice Womack
Building Columbus, NC**

-
1. Call to Order - Chairman Melton.
 2. Invocation - Commissioner Overholt.
 3. Pledge of Allegiance - Chairman Melton.
 4. Chairman and Commissioner Comments.
 5. Approval of Agenda
 - A. Motion to approve agenda.
 6. Consent Agenda
 - A. January 4, 2021 regular meeting minutes.
 - B. January 19, 2021 public hearing & regular meeting minutes.
 - C. Tax refund requests through January 2021 in the amount of \$777.73.
 - D. QZAB US Bank Escrow Agreement.
 - E. 2020 Beautification Awards.
 - F. Budget Amendment to appropriate \$5,592 from Emergency Management grant funds reserved in prior years to capital for equipping the EMG vehicle.

Motion to approve the consent agenda.
 7. Citizen Comment(s)
 8. Big Bradley Falls Update - Monty Crump, Vice-Chairman of the NC Wildlife Resources Commission, and Gary Gardner, Engineering Division Chief.
 9. Polk County School Maintenance Project Discussion - Aaron Greene, School Superintendent.
 10. Water Authority Counsel Agreement - Manager Pittman

Motion to agree to and accept the terms and conditions for Womble Bond Dickinson LLC to represent Polk County, North Carolina; the Broad River Water Authority; and Inman Campobello Water District in the Creation of New Structures for Water System Regionalization.
 11. Polk County Law Enforcement Facility Refunding Installment Financing Contract Resolution - Manager Pittman and Sandra Hughes, Finance Director.

Motion to adopt the Resolution Authorizing the Execution and Delivery of a First Amendment to the 2016 Installment Financing Agreement and Related Documents.

12. Volunteer Board Application(s)

- A. Application for Vote - Karen Davidson, Library Board of Trustees.

Motion to approve.

13. Closed Session

- A. Motion to go into closed session for the purpose of property acquisition.
B. Motion to return to open session.

14. Adjournment

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

Description	Type	Upload Date
draft minutes	Cover Memo	1/27/2021

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting Agenda
January 4, 2021 - 7:00 PM
R. Jay Foster Hall of Justice Womack Building Columbus, NC
Columbus, NC
MINUTES

PRESENT: Chairman Melton, Vice-Chairman Beiler, Commissioner Moore, Commissioner Overholt, and Commissioner Yoder. Also in attendance were County Manager Pittman, Attorney Berg, and Clerk to the Board High. Media and citizens participated remotely.

1. Call to Order - Chairman Melton.

2. Invocation - Commissioner Yoder.

Vice-Chairman Beiler introduced Jason Schlabach, the founder of Door of Hope Ministries, who gave the invocation.

3. Pledge of Allegiance - Vice-Chairman Beiler.

Commissioner Yoder led the pledge.

4. Chairman and Commissioner Comments.

Chairman Melton said at the last meeting he asked each Commissioner to consider the things they would like to see happen in Polk County during 2021. Each Commissioner was given the opportunity to speak.

Commissioner Yoder said COVID-19 interrupted everyone's life in 2020, and in 2021 he would like to see every student in school everyday. He said the School Board, Superintendent, and all the school's staff are doing a great job to try to figure out a solution to get the students back in school.

Vice-Chairman Beiler said he would also like to get back to normal with the sports programs at the schools and the Recreation Department. He said last year the seasons were canceled or cut short, and it has had an effect on the mental well being of the children.

Commissioner Moore agreed everyone is ready to get back to normal. He said the Christmas parades were a good start as the public could choose if they whether to attend or not.

Commissioner Overholt said kids need structure and programs, it builds character and can effect their education. He said he is here to be a servant to the people. He will be spending his first year educating himself on the big issues in county, with his main goal to represent all of Polk County to the best of his ability.

Chairman Melton said he would like the Commissioners to consider changing the time of the meeting for a trial period through March, it will be on the next meeting agenda for discussion.

5. Approval of Agenda

- A. Commissioner Yoder moved to approve the agenda moving Closed Session after Call to Order, seconded by Vice-Chairman Beiler and the motion carried unanimously.

6. Consent Agenda

Commissioner Moore moved to approve the consent agenda, seconded by Commissioner Overholt and the motion carried unanimously.

- A. November 2, 2020 Public Hearing and Regular Meeting Minutes
- B. November 16, 2020 Regular Meeting Minutes.
- C. November 23, 2020 Special Meeting Minutes.
- D. November 25, 2020 Special Meeting Minutes.
- E. Tax refund requests through December 29, 2020 in the amount of \$5,589.16.
- F. Schedule public hearing for new proposed road names for Tuesday, January 19, 2021 at 7:00 pm in the R. Jay Foster Hall of Justice Womack Building Columbus, NC.
- G. Ratify the consensus of Chairman Melton as the North Carolina legislative goals conference alternate voting delegate.
- H. Budget Amendment - Transfer \$16,805 to increase/decrease expenditures for JCPC programs approved by the BOC as a total grant after County Budget was adopted.
- I. Budget Amendment - Addition \$16,704 to increase/correct revenue/expenditures for JCPC programs approved by BOC as a total grant.
- J. Budget Amendment to appropriate fund balance in the amount of \$25,186 to DSS for vehicle replacement.
- K. Budget Amendment to transfer \$25,000 excess budget in Sheriff salaries to Sheriff capital to purchase vehicle equipment.

7. Citizen Comment(s)

There was one citizen comment read by Chairman Melton.

8. COVID-19 vaccine update.

Joshua Kennedy, Health and Human Services Agency Director gave a comprehensive overview of the COVID-19 vaccine process in Polk County. He said the county is shifting from testing to vaccination with the initial vaccine interest survey. He explained the first step was to gather data identifying those who would be want to receive the vaccine in Polk County. Then staff and trained volunteers begin contacting and scheduling appointments dependent upon their eligibility phase. Mr. Kennedy said he is working with State agencies to get the needed supply to meet the demand, but anticipates a shortage due to our high interest. He encouraged citizens with questions to contact the COVID-19 Message, or the County website for information on local vaccination questions.

9. Resolution to Temporarily Extend the Term of Planning Board Members.

Cathy Ruth, Planning Director gave a presentation a copy of which is hereby incorporated by reference into these minutes by reference. She explained last year the General Assembly combined the County and City land use statutes, and gave jurisdictions until July 1, 2021 to update local ordinances with the changes. She said the current Planning Board has been working diligently revising each ordinance, and changing members at this point in the process would not be prudent. Mrs. Ruth asked the Board to consider the resolution being presented tonight to expedite the review and revision process of the remaining ordinances to meet the July 1, 2021 deadline mandated by the State. Commissioner Moore asked if the expiring members are willing to continue through June, and Mrs. Ruth said they were.

Attorney Berg read the resolution.

Commissioner Yoder moved to approve the Resolution to Temporarily Extend the Term of Planning Board Members, seconded by Vice-Chairman Beiler and the motion carried unanimously.

10. Modification of the North Carolina Pandemic Recovery Office Coronavirus Relief Fund (CRF) Polk County Plan.

Manager Pittman said when the original plan was adopted, we had a plan as to how we were going to use the funding. Tonight we are presenting the revised plan of how the funds were actually spent. Sandra Hughes, Finance Director said the bottom line of the grant did not change, the amounts spent in some categories were revised.

Commissioner Moore moved to approve CRF Polk County Plan with revisions, seconded by Vice-Chairman Beiler and the motion carried unanimously.

11. Review and Amend Commissioner Appointments to Boards.

Chairman Melton said the Clerk to the Board will maintain a list of current appointments, and anyone interested may contact her office. Commissioner Overholt moved to approve the volunteer board appointments, seconded by Commissioner Yoder and the motion carried unanimously.

12. Closed Session

Closed Session was moved to the beginning of the meeting after the call to order, due to technical difficulties. When they returned to open session, the invocation was given, and the remainder of the meeting proceeded.

- A. Commissioner Moore moved to go into closed session for the purpose of attorney client privilege seconded by Vice-Chairman Beiler and the motion carried unanimously.
- B. Vice-Chairman Beiler moved to return to open session, seconded by Commissioner Yoder and the motion carried unanimously.

13. Adjournment

Vice-Chairman Beiler moved to adjourn the meeting, seconded by Commissioner Yoder and the motion carried unanimously.

Attest:

POLK COUNTY BOARD OF
COMMISSIONERS

Ange High
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: B.

ATTACHMENTS:

Description	Type	Upload Date
draft minutes	Cover Memo	1/28/2021

POLK COUNTY BOARD OF COMMISSIONERS
January 19, 2021 - 7:00 PM
R. Jay Foster Hall of Justice Womack Building Columbus, NC
Columbus, NC
MINUTES

PRESENT: Chairman Melton, Vice-Chairman Beiler, Commissioner Moore, Commissioner Overholt, and Commissioner Yoder. Also in attendance were County Manager Pittman, Attorney Berg, and Clerk to the Board High. Commissioner Moore, media and citizens participated remotely.

1. Public Hearing

A. Call the Public Hearing to Order - Chairman Melton. The purpose of the public hearing was to take public comments on proposed new road names, Beauty Hill Lane, Foch Mountain Trail, Morgan Run, Dragonfly Trail, Wildcat Way, Friendly Hills Lane, the public hearing was properly advertised in the Tryon Daily Bulletin.

B. Citizen Comments. There were two comments submitted.

C. Commissioner Comments.

Chairman Melton said since there is already a Dragonfly Lane, the name to be considered is Dragonfly Mountain Trail.

D. Adjourn Public Hearing.

Vice-Chairman Beiler moved to adjourn the public hearing, seconded by Commissioner Moore and the motion carried unanimously.

2. Call to Order Regular Meeting - Chairman Melton.

3. Invocation - Commissioner Yoder.

Commissioner Beiler introduced Jason Schlabach the founder of Door of Hope Ministries who gave the invocation.

4. Pledge of Allegiance - Vice-Chairman Beiler.

5. Chairman and Commissioner Comments.

Chairman Melton requested the comments read by the Commissioners be entered verbatim into these minutes:

Chairman Melton-

I grew up in Polk County, graduated from High School here and have formed many life long friendships with the good people of Polk County. This is the best place on earth to live, in my opinion.

As I sat the other day and watched the violence unfolding in Washington, DC, I was stunned to realize this was actually happening in our beloved

country. I had tuned in to watch the debate concerning objections raised over the votes in the swing states.

However, this was all stopped until the wee hours of the morning because of the invasion and violence at the Capitol building, and most Americans were deprived of the opportunity to see our members of Congress have this debate. From this point on, all the focus had shifted to the protesters.

I must say that I am fully supportive of peaceful demonstrations and protests, but I am adamantly against lawless and violent protests, destruction of property and especially loss of life. Each life is precious to God and cannot be replaced.

As Chair of the Board of Commissioners, I have been in conference with our Sheriff, Chief of Police and County Manager; and we are all in complete agreement that this type of violence will not be tolerated in Polk County. We are very committed to the safety and well being of the citizens of Polk County, and will do everything in our power to make sure they are protected. The year 2020 was a year of hatred and destruction, as we watched cities being burned to the ground, business owners lose their places of business as they saw their lifelong dreams destroyed right before their eyes, and our great law enforcement personnel threatened, injured and killed all across this country.

We can do better than this and we must do better, for the sake of those coming along after us. This is not a left vs. right problem, not a Liberal vs. Conservative problem; it is good vs. evil. Let us not get caught up in the anger and hatred, but remember the great commandment: Love God with all your heart and love others as yourself.

I challenge you this week to seek out a law enforcement officer and tell him or her how much you appreciate them and that you are praying for their protection and well being. Let's determine in our hearts that we won't allow Polk County to become infected with hatred and anger, like some of the rest of this country has become. We have an obligation to our children and young people to be the best example that we can be to them.

Vice-Chairman Beiler-

Let me first start by addressing some things that are taking part in our Nation tonight. This past year has been a very dark and trying time in our nation.

The Covid 19 pandemic, the social and racial unrest last summer, and the intense and contentious election season that we are still seeing unfolding before our eyes. I want to speak specifically to only the citizens of the greatest county in our country. Polk County. A couple of months ago, a friend of mine asked me, you are always bragging about that Polk County is the best place to live, what makes this county so special? I told him that is easy. It's the people. Our citizens are what make this a special place to live. When I was elected as a Commissioner I was elected to work for the best of ALL of our citizens. It does not matter what letter you have behind your name, it does not matter if you have an R or a D or if you are an independent. Society today wants to put us in boxes, right, left, black, white, Hispanic it does not matter what skin color you are, I am here to work for your good and what is best for the citizens of our county. Tonight I want to tell you that I do not care what your party affiliation is, I will fight for you and I want the best for all the

citizens of this county. I call on our citizens to take inventory of what WE can do for each other. Lets rely on the best part of what is on the inside of each one of us. Lets take care of our neighbors and people that we come in contact with each and every day. Let's focus on the 80 percent of what we agree on and not the 20 percent that we disagree on. When we focus on what divides us, the division gets wider and wider and we began to feel like our neighbor is our enemy. I call on our citizens to engage. engage to help those we see in need. To treat others fairly. As someone who is much wiser then myself said. "treat others the way I want to be treated". I look at what is happening in our beloved capitol in our beloved nation and I ask. Is this what we have come too? My heart breaks for our nation when I see violence playing out in our streets. I do not care what the cause is. Darkness will never drive out darkness. Violence will not quell violence it will lead to more hate, anger and more violence. I understand that we all have difference of opinion but that is what makes this country great. We can all have a difference of opinion and still love each other. We have somewhere bought into the theory that if you do not agree with me then you are my enemy. Enemies are hated, enemies are meant to be defeated. We need to see that our ideology and the boxes we put people in are meant to divide. We the citizens of this county are better than that. Let us lift one another up, let us defend one another. Let us have civilized conversation with one another, but let us leave our anger out of these conversations. Let us focus on what unites us rather than divides us. These values are things that make this county great and the greatest place to raise a family. God bless the United States Of America and may God bless Polk County.

Commissioner Overholt-

To echo this resolution, I could not be more proud of our county and the way we have handled and responded to the current state of affairs in our Country. Whether it be our response to COVID or our response to the civil unrest that our Country is experiencing all over the Nation. Polk County has always risen to the challenge and has been a great example what it looks like when relationships are more important than disagreements.

My encouragement to Polk County is that we would not lose sight of that in the coming days. The relationships we have in this County is why we have been so blessed and why we have had the success we have had. We have worked together despite any political differences to accomplish what is best for the citizens of Polk County. I am proud to live in this county and I know we will continue be an example for those around us.

Commissioner Yoder said he appreciated all the comments, and challenged citizens to look for opportunities to help each other. He said have a heart, give a hand, not hate.

Commissioner Moore said as an elected official, he will work hard for the betterment of all citizens of the county.

6. Approval of Agenda

A. Commissioner Yoder moved to approve the agenda, seconded by

Commissioner Overholt and the motion carried unanimously.

7. Consent Agenda

Vice-Chairman Beiler moved to approve the consent agenda, seconded by Commissioner Yoder and the motion carried unanimously.

- A. December 7, 2020 Regular and Organizational meeting minutes.
- B. Community Services Block Grant (CSBG) - Submit for review and comments Community Action Opportunities, Inc. CSBG application, and Community Anti-Poverty Plan.

8. Citizen Comment(s)

Eleven citizens submitted comments read by Chairman Melton.

9. NC Geological Survey - Landslide Map Update.

Richard (Rick) M. Wooten, P.G. Senior Geologist for Geohazards and Engineering Geology Asheville Regional Office – North Carolina Geological Survey Division of Energy, Minerals and Land Resources Dept. of Environmental Quality gave a presentation on the landslide mapping project, a copy of which is hereby incorporated by reference into these minutes. Mr. Wooten said the landslide inventory for Polk County has been completed, and is accessible through a web map viewer available on their website. He explained the next steps to be statistical analysis of the landslide data. The Commissioners thanked Mr. Wooten for his presentation.

10. 2021 Polk County Revaluation Information.

Gary Eanes, Wampler-Eanes Appraisal Group gave a presentation about the revaluation process a copy of which is hereby incorporated by reference into these minutes. Mr. Eanes said the process and guidelines are set by the state, and including an appeal process for anyone who disagrees with the valuation. Melissa Bowlin, Tax Administrator said the revaluation notices are currently being printed, and will begin to be mailed to property owners the first week of February 2021. Chairman Melton asked the Clerk to have copies of tonight's revaluation presentation available for citizens who may have questions regarding the revaluation process. Manager Pittman said it will also be posted on the county website. Chairman Melton asked Mr. Eanes to clarify for the record if the Commissioners have any control over setting values on properties. Mr. Eanes stated the only role the Commissioners have in the process is to set the tax rate, they do not determine property valuations. Commissioner Yoder made the statement, although property values have increased 37% that doesn't mean everyone's did. He said the Commissioners have not increased the tax rate. Manager Pittman said the increased valuation of 37%, does not necessarily mean an increased tax bill. The revaluation is to true up property values throughout the county, and is statutorily required.

11. Green Creek Volunteer Fire and Rescue request to extend the waterline.

Jeremy Gregg, Green Creek Volunteer Fire and Rescue Chief, formally requested an extension of the waterline on Pea Ridge Road to the site of their planned substation. Chairman Melton asked if a well system was an option for the new substation. Chief Gregg said a well could work, but the waterline would also permit hydrants to be installed increasing fire safety for the community. Manager Pittman said the waterline extension policy states a required participation fee that past boards have waived for schools and fire departments. He requested a consensus of the Board to get an engineer design and a cost estimate of the total project. He said if the Board agrees, he will bring the information back for full consideration. The Board agreed to have Manager Pittman move forward.

12. Resolution to assure Polk County citizens their safety is our top priority and to support their constitutional rights.

RESOLUTION TO ASSURE POLK COUNTY CITIZENS THEIR SAFETY IS OUR TOP PRIORITY AND TO SUPPORT THEIR CONSTITUTIONAL RIGHTS

Whereas, the United States is going through troubling times of civil unrest at the National Level; and

Whereas, the Covid-19 situation seems to be accelerating with more infections and deaths on the horizon; and

Whereas, the Covid-19 response tactics are changing to a focus of vaccination from a focus on testing; and

Whereas, most of the Polk County Employees are deemed "essential" employees and have worked continuously throughout the entire Covid-19 event.

Therefore, be it resolved, that the Polk County Board of Commissioners' wants to assure all of

the citizens of Polk County that they have and will continue to keep Polk County's needs as their top priority through the difficult times that we are facing.

Further, the Polk County Board of Commissioners' wants to thank all of the employees and

elected officials in Polk County for the outstanding job they have done and will continue to do throughout this time of crisis to keep the citizens of Polk County safe and secure.

Further, while we support the right of all citizens to peacefully protest, we wholeheartedly

condemn any action that is violent or criminal in nature and encourage our state and federal

leaders to work together for the betterment of our nation. Vice-Chairman Beiler

moved to adopt the Resolution to assure Polk County citizens their safety is our top priority and to support their constitutional rights, seconded by Commissioner Yoder and the motion carried unanimously.

13. Proposed New Road Names - Beauty Hill Ln (Private Road-off SR1346) Township: Columbus Foch Mountain Trail (Private road-off SR NC108) Township: Columbus Morgan Run— Private Road off PVT Spicer Cove Rd Begins in Henderson County Township: Saluda Dragonfly Trail- Private Road off SR1306 Township: Cooper Gap Wildcat Way- Private road off- Lake Adger Rd off SR1161 Township: Cooper Gap Friendly Hills Lane- Private Road off- County Club Rd SR1107 Township: Tryon- Outside

Commissioner Yoder moved to approve new road names Beauty Hill Ln; Foch Mountain Trail; Morgan Run; Dragonfly Mountain Trail; Wildcat Way; Friendly Hills Lane, seconded by Vice-Chairman Beiler and the motion carried unanimously.

14. Board of Commissioner meeting time change discussion - Chairman Melton.

Chairman Melton said at the las meeting he proposed changing the time of the meetings. After discussion, it was decided the meeting time would be changed to 5:00 pm. for a trial period through March.

15. Volunteer Board Application(s)

A. Application for Review - Karen Davidson, Library Board of Trustees.

16. Adjournment

Attest:

POLK COUNTY BOARD OF
COMMISSIONERS

Ange High
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: C.

ATTACHMENTS:

Description

Type

Upload Date

Tax Refund Requests

Cover Memo

1/27/2021

Memorandum

To: Polk County Board of Commissioners

From: Melissa Bowlin, Polk County Tax Administrator

Date: 1/31/2021

Re: Refund Request

<u>Taxpayer</u>	<u>Parcel</u>	<u>Amount</u>	<u>Reason</u>
James Marc Harry	Vehicle	\$ 628.24	Tag Surrender/ Sold Vehicle
McEntire Larry	Vehicle	\$ 149.49	Tag Surrender/ Sold Vehicle

TOTAL: \$ 777.73

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: D.

ATTACHMENTS:

Description	Type	Upload Date
QZAB Memo	Cover Memo	1/28/2021
Escrow agreement	Cover Memo	1/27/2021

Memorandum

To: Board of Commissioner's

From: Sandra Hughes

Date: January 26, 2021

Re: QZAB Documents

- The 2005 Bank of America QZAB documents have the Forward Delivery Agreement (FDA) maturing prior to the Installment Financing Agreement.
- The custodian (US Bank) has uninvested cash of \$1,856,739, and the principal amount of the QZAB which matures on 6/15/21 is \$1,844,000.
- US Bank wants to transfer the funds as it notes its obligations per the FDA have ended. The Installment Financing Agreement is not subject to optional prepayment.
- The preferable solution to the LGC is extending the custody agreement until the loan maturity date.
- The attached Escrow Agreement was executed to correct this issue.

ESCROW AGREEMENT

BY AND AMONG THE

COUNTY OF POLK, NORTH CAROLINA

AND

U.S. BANK NATIONAL ASSOCIATION

JANUARY __, 2021

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ESCROW AGREEMENT

This **ESCROW AGREEMENT** (the “Agreement”) is dated January __, 2021, and is entered into by and among the **COUNTY OF POLK, NORTH CAROLINA** (the “County”), and **U.S. BANK NATIONAL ASSOCIATION**, Raleigh, North Carolina, as escrow agent (the “Escrow Agent”).

RECITALS

A. On June 14, 2005, the County entered into an Installment Financing Agreement (the “Installment Financing Agreement”) with Bank of America, N.A. (the “Bank”), whereby the Bank advanced funds to the County in the amount of \$1,844,000 (the “Advancement”) to pay, together with other available funds, the costs of renovations to Tryon Elementary School (the “Project”).

B. The Installment Financing Agreement was designated a “qualified zone academy bond” for purposes of federal income tax, with the result that the Bank receives a tax credit on the Advancement for the period that it is outstanding, and the County is not required to pay any interest with respect to the Advancement.

C. Pursuant to the terms of the Installment Financing Agreement, the County is required repay the Advancement in a single installment of \$1,844,000 on June 15, 2022 (the “Maturity Date”).

D. In order to ensure the availability of sufficient funds on the Maturity Date, the County entered into a Forward Delivery Agreement dated June 14, 2005 by and among the County, U.S. Bank National Association as custodian (the “Custodian”) and Bank of America, N.A., as the provider (the “Provider”), pursuant to which the County has made annual deposits to the Custodian which were invested at a guaranteed rate with the Provider, which rate guaranteed that the Custodian would be holding sufficient funds on behalf of the County to pay the Bank on the Maturity Date. The Forward Delivery Agreement had a final payment date of June 15, 2020, and the County has requested the Custodian to transfer the funds it is holding on the County’s behalf under the Forward Delivery Agreement to the Escrow Agent, to be held in escrow until the Maturity Date.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises, covenants and agreements set forth in this Agreement and other good and valuable consideration, agree as follows:

ARTICLE I

DEFINITIONS

In addition to the terms defined in the recitals to this Agreement, each of the following capitalized words and terms used in this Agreement shall have the meaning given it below unless the context or use clearly indicates another or different meaning:

“Advancement” means the funds the Bank advanced to the County under the Installment Financing Contract to pay, together with other available funds, the costs of the Project.

“Cash Balance” shall have the meaning set forth in Section 2.3.

“Closing Date” means January __, 2021.

“Code” means the Internal Revenue Code of 1986, as amended, including all applicable regulations and revenue rulings.

“Custodian” means U.S. Bank, National Association.

“Escrow Agent” means U.S. Bank National Association, with a corporate trust office located in Raleigh, North Carolina, or any successor thereto, in its capacity as escrow agent under this Agreement.

“Escrow Fund” means the segregated and irrevocable trust fund established under Section 2.1.

“Forward Delivery Agreement” means the Forward Delivery Agreement dated as of June 14, 2005 between the County and the Custodian.

“Installment Financing Agreement” means the Installment Financing Agreement dated as of June 14, 2005 between the County and the Bank.

“Maturity Date” means June 15, 2021.

ARTICLE II

ESTABLISHMENT OF ESCROW FUND

Section 2.1 Establishment of Escrow Fund. There is hereby established with the Escrow Agent a special, segregated, and irrevocable escrow fund, designated the “County of Polk Escrow Fund” (the “Escrow Fund”), for the purposes of (i) holding the funds in escrow until the Maturity Date and (ii) repaying the Advancement. The Escrow Agent shall hold the Escrow Fund in its custody, as a segregated fund for the benefit of the Bank, and separate and apart from other funds of the County and the Escrow Agent. All amounts in the Escrow Fund are irrevocably conveyed hereby to the Escrow Agent and such amounts are dedicated to the repayment of the Advancement.

Section 2.2 Repayment of Advancement; Sufficiency. The County represents that the Cash Balance is sufficient without reinvestment to assure that moneys will be available to the Escrow Agent on the Maturity Date in the amounts required to repay the Advancement.

Section 2.3 Deposit; Establishment of Cash Balance. The County has irrevocably caused to be deposited with the Escrow Agent for deposit in the Escrow Fund concurrently with the execution and delivery of this Agreement the sum of \$1,844,000. The Escrow Agent shall, immediately upon receipt of such funds, deposit the entire amount into the Escrow Fund. The Escrow Agent is hereby irrevocably directed to apply the entire amount of \$1,844,000 deposited

to establish a cash balance in the Escrow Fund (the “Cash Balance”). The amount of the Cash Balance has been calculated to equal or exceed the amount necessary to repay the Advancement on the Maturity Date.

ARTICLE III

COVENANTS OF ESCROW AGENT

Section 3.1 General Covenants. The Escrow Agent shall establish the Cash Balance in the Escrow Fund as provided in Section 2.3 and hold the Cash Balance and all other uninvested cash in the Escrow Fund as an irrevocable, segregated, and separate fund for the sole and exclusive benefit of the Bank until final repayment of the Advancement. The Escrow Agent shall keep the Escrow Fund wholly segregated from other funds and securities on deposit with it, shall never commingle the Escrow Fund with other funds or securities held by it, and shall never at any time use, lend or borrow the same in any way other than as provided in this Agreement. Nothing contained in this Agreement shall be construed as requiring the Escrow Agent to keep the identical money, or any part thereof, in the Escrow Fund, if it is impractical, but money of an equal amount must always be maintained on deposit in the Escrow Fund as a separate fund held by the Escrow Agent in its capacity as Escrow Agent under this Agreement.

Section 3.2 No Reinvestments. The Escrow Agent shall hold all cash balances in cash on deposit in the Escrow Fund and not invested for the benefit of any person, firm or entity (including the Escrow Agent) on demand and in trust for the purposes of this Agreement and shall secure the same in accordance with applicable North Carolina law for the securing of public sinking funds.

Section 3.3 Disclaimers. The Escrow Agent shall not be liable or responsible for the sufficiency of the Escrow Fund and earnings on it to repay the Advancement.

Section 3.4 Repayment of the Advancement. On the Maturity Date, the Escrow Agent shall transfer \$1,844,000 by wire transfer to the Bank in accordance with wire instructions delivered to the Escrow Agent for the repayment of the Advancement.

Section 3.5 Fees and Expenses of Escrow Agent. The Escrow Agent’s expenses (as of the date of this Agreement) and fees, as Escrow Agent, have been paid on the date of this Agreement or provision for such payment has been made. Any other expenses will be paid by the County to the Escrow Agent from moneys lawfully available for such purpose as billed by the Escrow Agent. All fees and expenses of the Escrow Agent in carrying out any of the duties, terms, or provisions of this Agreement shall be paid solely from moneys lawfully available and appropriated for such purpose as described in this Section and shall not be paid from the Escrow Fund. The Escrow Agent has no right to make any claim or set-off against funds on deposit in the Escrow Fund for the payment of such costs and expenses or for any other claims it may have against the County, and hereby waives any rights it may have on any such claim.

Section 3.6 Indemnification. The Escrow Agent shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action, or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall the Escrow Agent be deemed to

have failed to take any such action, unless and until it shall have been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees, and other disbursements, including its own reasonable fees, and if any judgment, decree, or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree, or recovery.

Section 3.7 Liability of Escrow Agent. The Escrow Agent shall have no other responsibilities to the County or any other person in connection with this Agreement except as specifically provided in this Agreement. So long as the Escrow Agent applies any funds and the earnings therefrom, if any, to repay the Advancement as provided in this Agreement and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to repay the Advancement.

Section 3.8 Statements. The Escrow Agent will submit to the County a statement within thirty (30) days after the Maturity Date, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement.

Section 3.9 Insufficiency. If at any time it shall appear to the Escrow Agent that the cash balance in the Escrow Fund will not be sufficient to make the repayment due to the Bank, the Escrow Agent shall notify the County promptly upon becoming aware of such insufficiency, and the County agrees that, if such insufficiency is a result of the failure to adequately fund the Escrow Fund initially or is a result of subsequent action directed by the County, it will make up the anticipated deficit so that no default in the making of the repayment will occur.

Section 3.10 Duties Under Escrow Agreement. (a) The Escrow Agent will have no duties or responsibilities to the County or any other person in connection herewith except those specifically provided herein and no covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent will not be responsible for anything done or omitted to be done by it except for its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the County and any other person, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement

(b) Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, the Escrow Agent's sole duty under this Agreement being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent will be obligated, in making such determination, to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent will be liable solely for its own willful misconduct or negligence.

(c) In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the County at any time. The Escrow Agent may consult with legal counsel, and the opinion of such counsel will be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion. The Escrow Agent may act through agents or attorneys and shall not be responsible for the misconduct or negligence of agents or attorneys appointed with due care.

(d) Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(e) The Escrow Agent may consult with legal counsel, and the opinion of such counsel will be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY

Section 4.1 Limitation of Escrow Agent's Liability. The Escrow Agent shall have no responsibility or liability whatsoever for (i) any of the recitals of the County in this Agreement, and (ii) any undertaking of the County under this Agreement.

Section 4.2 No Further Direction. All payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions hereof shall be made and done by the Escrow Agent without any further direction or authority of the County except as provided in Section 5.1.

ARTICLE V

AMENDMENTS; IRREVOCABILITY OF AGREEMENT

Section 5.1 Amendments. (a) This Agreement may be amended or supplemented, without the prior consent of the Bank, for any one or more of the following purposes: (i) to make

provision for the curing of any ambiguity, or of curing or correcting any defective provision contained in this Agreement, or of severing any provision of this Agreement that has been determined to be illegal by a court of competent jurisdiction; and (ii) solely to protect the rights of the Bank, to add to the covenants and agreements of the County or the Escrow Agent contained in this Agreement other covenants and agreements thereafter to be observed by the County or the Escrow Agent, or to surrender any right or power herein reserved to or conferred upon the County or the Escrow Agent (any such amendment or supplement to be referred to as a “Subsequent Action”). In no event, however, shall any such amendment affect the irrevocable and absolute conveyance of the amounts into the Escrow Fund hereunder or otherwise affect the repayment of the Advancement contemplated and established hereunder.

(b) No Subsequent Action shall be effective unless and until the County submits to the Escrow Agent the following items:

(1) A certified copy of the proceedings of the County authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly authorized officers of the County and the Escrow Agent.

(2) An opinion of a firm of nationally recognized independent certified public accountants to the effect that the amounts (which will consist of cash, all of which shall be held in the Escrow Fund) available or to be available for repayment of the Advancement will remain sufficient after the taking of the Subsequent Action, without reinvestment, to repay the Advancement on the Maturity Date.

(c) All other amendments to this Agreement require the prior consent of the Bank.

Section 5.2 Escrow Agent’s Obligations Irrevocable. Except as provided in Section 5.1, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.3 County’s Obligations Irrevocable. Except as provided in Section 5.1, all of the rights, powers, duties, and obligations of the County under this Agreement shall be irrevocable and shall not be subject to amendment by the County and shall be binding on any successors to the officials now comprising the governing body of the County during the term of this Agreement.

ARTICLE VI

NOTICES

Section 6.1 Notices to County. All notices and communications to the County shall be addressed in writing to:

County of Polk
40 Courthouse Street
Columbus, North Carolina 28722
Attention: Sandra Q Hughes

or at such other address as is furnished from time to time by the County.

Section 6.2 Notices to Escrow Agent. All notices and communications to the Escrow Agent shall be addressed in writing to:

U.S. Bank National Association
Attn: Global Corporate Trust
5540 Centerview Drive
Suite 200
Raleigh, North Carolina 27606

or at such other address as is furnished from time to time by the Escrow Agent.

Section 6.3 Electronic Means. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by the Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Agreement assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

ARTICLE VII

REPLACEMENT OF ESCROW AGENT; ACTS BY ESCROW AGENT

Section 7.1 Reliance by Escrow Agent. The Escrow Agent may act upon any notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other written or oral communication that the Escrow Agent in good faith believes to be genuine and correct and to have been signed or sent or communicated by the proper person or persons.

Section 7.2 Resignation and Discharge of Escrow Agent. (a) The Escrow Agent may resign and thereby become discharged from the duties hereby created, by written notice mailed to the County by registered, certified mail or overnight delivery. Such resignation shall take effect upon the appointment of a new Escrow Agent hereunder and acceptance of the duties hereby

created. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed by the County, and the Escrow Agent may, after sixty (60) days subsequent to its resignation, petition the Superior Court of Polk County, North Carolina, for the appointment of a successor Escrow Agent if one has not yet been appointed.

(b) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Escrow Agent shall be a party or any entity succeeding to the corporate trust business of the Escrow Agent, shall be the successor Escrow Agent under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.1 Termination. Upon the final disbursement for the repayment of the Advancement as provided for above, the Escrow Agent will transfer any balance remaining in the Escrow Fund to the County and thereupon this Agreement shall terminate. This Agreement is irrevocable prior to its termination.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 9.2 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which taken together will constitute one and the same instrument.

Section 9.3 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the County or the Escrow Agent, as the case may be, only to the extent permitted by law.

Section 9.4 U.S.A. Patriot Act Requirements. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may request documentation to verify such non-individual person's formation and existence as a legal entity. The Escrow Agent may also request financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the County of Polk, North Carolina and U.S. Bank National Association, as Escrow Agent, have each caused this Agreement to be signed in its corporate or partnership name by one of its duly authorized officers or agents, all as of the date first above written.

COUNTY OF POLK, NORTH CAROLINA

By: _____
Name: Sandra Q. Hughes
Title: Director of Finance

[County Signature Page - Escrow Agreement]

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

By: _____
Shawna L. Hale
Vice President

[Escrow Agent Signature Page - Escrow Agreement]

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: E.

ATTACHMENTS:

Description	Type	Upload Date
2020 Beautification Awards	Cover Memo	1/27/2021
2020 Recipients	Cover Memo	1/27/2021

Action Requested:

These awards are given by the Appearance Commission to publicly recognize and thank each recipient for making improvements in the county. it is not monetary. They did not apply, or ask to be considered for this award in anyway. The Appearance Commission members consider improvements made throughout the county and award different projects each year.

The recipients receive a framed Certificate of Recognition and an article in the paper describing their accomplishment.

**Nina Simone
Mural Hwy
176
Triangle Stop
Building**





Harry **Dallara** **Tryon** **All** **Stars** **Harmon** **Field**

Outdoor Basketball Court Harmon Field



Beautification Awards for 2020 - Presentation Feb 1, 2021

For important beautification improvements accomplished here in Polk County in 2020, the Appearance Commission is again presenting the annual Beautification Awards. We all know that this was a difficult year but even in this trying time a number of important improvements were made. The Appearance Commission began giving these awards in 2011 to thank and honor our citizens for their contributions to the beauty of our county and so we appreciate the work that allows us to continue this tradition.

These Beautification Awards are for important projects that the public can view and enjoy. We recognize that there were several improvements in our county and we are awarding those that we feel are the most deserving and important. To receive this award, the beautification work must be something that the general public can see from public roads or sidewalks or be on a property that is open to the public. The property can be either privately or publicly owned. To receive this award, the improvement project must enhance and improve our communities in ways that the public can see and appreciate.

It's important for our county to look like a great place to live, do business and visit so that more of our people can support their families with local jobs here in Polk County. Our vision is for all of the roadsides, buildings and public areas in Polk County to be Clean, Beautiful and Inviting:

This year we are recognizing 3 important improvements to Polk County. Two of the winners are in Harmon Field and the 3rd is on the corner of Hwy 176 and Lynn Road (NC 108). All three of these are also contributions to our public art. The people who did this work made our county a better place to live, work and visit. A framed Certificate of Appreciation has been presented to each recipient.

For many years Harmon Field has been an important place to enjoy sports, nature and public gatherings. It is a 46 acre athletic complex located along the Pacolet River and includes baseball fields, tennis courts, walking trails, equestrian facilities, picnic and playgrounds and other spaces for family and community activities.

In 2020 the Harry Dallara Foundation made significant visual improvements to the baseball complex with extensive improvements to the sports field and public areas. A visual highlight is the large bronze statue of Harry Dallara. Another visual feature is the bronze plaque honoring the Tryon All Stars, young men who brought considerable recognition to our area of the Foothills for their baseball accomplishments but were denied playing at Harmon Field because of segregation policies at the time. This plaque recognizes these men for their talent and invites all people to come to Harmon Field. The Certificate of Appreciation is presented to Charles H. Dallara, representing the Harry Dallara Foundation.

Also making important visual improvements to Harmon Field are the striking renovations and large mural in the outdoor basketball court. Tryon resident Mason Lassiter loved basketball and had a vision for this outdoor gymnasium. He began raising money for a mural and other improvements to the basketball court at Harmon Field as his senior project at Polk County Early College. Upon his death his family took on the challenge of completing Mason's goal. The flooring of the entire space was repaired and coated, new basketball goals installed *and* most importantly for Mason's vision, the large mural which depicts the basketball player with the mountains in the distance was painted on the wall facing the courts by Asheville muralist Dustin Spagnola. It is an outdoor space in which people can enjoy the sport and the art at the same time. The Certificate of Appreciation is presented to Matt Lassiter, Mason's father.

Our final award for work in 2020 is another public art project that visitors and residents can enjoy. We now have a large mural of Nina Simone, the musician and native of Tryon who achieved international acclaim. Born Eunice Waymon, she was a singer, songwriter, pianist and activist. This mural is on the west wall of the Sunoco station and can be viewed on US 176 as it approaches the intersection with NC108. The mural is part of the North Carolina Musician Murals Project and was done by Chapel Hill artist Scott Nurkin. Tryon provided some financial assistance to make this happen and now there is another interesting sight for visitors and locals to enjoy. Having more public art in Polk County tells the public about the rich cultural heritage in our area. The Certificate of Appreciation is presented to Mayor Alan Peoples, representing the Town of Tryon.

Other improvements to the visual appeal of Polk County were made in 2020 and contributed to helping us through the difficulties of the year. Among these, we feel that 2 deserve Honorable Mention. One improvement is the parking area and trails at Woodland Park in Tryon. This public park was significantly improved by the hard work of volunteers on the Tryon Parks Committee. The park suffered many downed trees from high winds and thanks to this work it is now an easily accessible walk through nature. Another visual improvement in our area is the new landscaping added to the entry to the 1935 Stearns Gymnasium in Columbus. This gymnasium is an important part of the Recreation Department and the entry was in need of new plants and flower beds. We thank the Stearns A. M. Pickleball Players for this. Their work makes entering the gymnasium more interesting and inviting.

This completes the Appearance Commission Beautification Awards for 2020. All of these winners have set excellent examples of what we mean when we say Clean, Beautiful and Inviting. The people of Polk County are better off because of their efforts. Thank you Commissioners and citizens, this completes our presentation. Thank you for your commitment and efforts for our county.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: F.

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendment	Cover Memo	1/27/2021

Suggested Motion:

Motion to approve the consent agenda.

POLK COUNTY FINANCE

BUDGET AMENDMENT: APPROPRIATE CAPITAL RESERVE FUND BALANCE

DATE: 2/1/2021 BOC Meeting

BATCH #: _____ LINE _____

Dept.: Reserved for EMG

Amendment # : 6-F Fund balance

INCREASE EXPENSE

INCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #
22-8168-9800-0 Transfer out \$ 5,592

GL ACCOUNT #
22-3931-0000 Fund Balance Approp \$ (5,592)

EXPLANATION: To appropriate Emergency Management grant funds reserved in prior years
to go toward equipping the EMG vehicle. This will -0- EMG reserves in Capital Reserve.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: 7.

ATTACHMENTS:

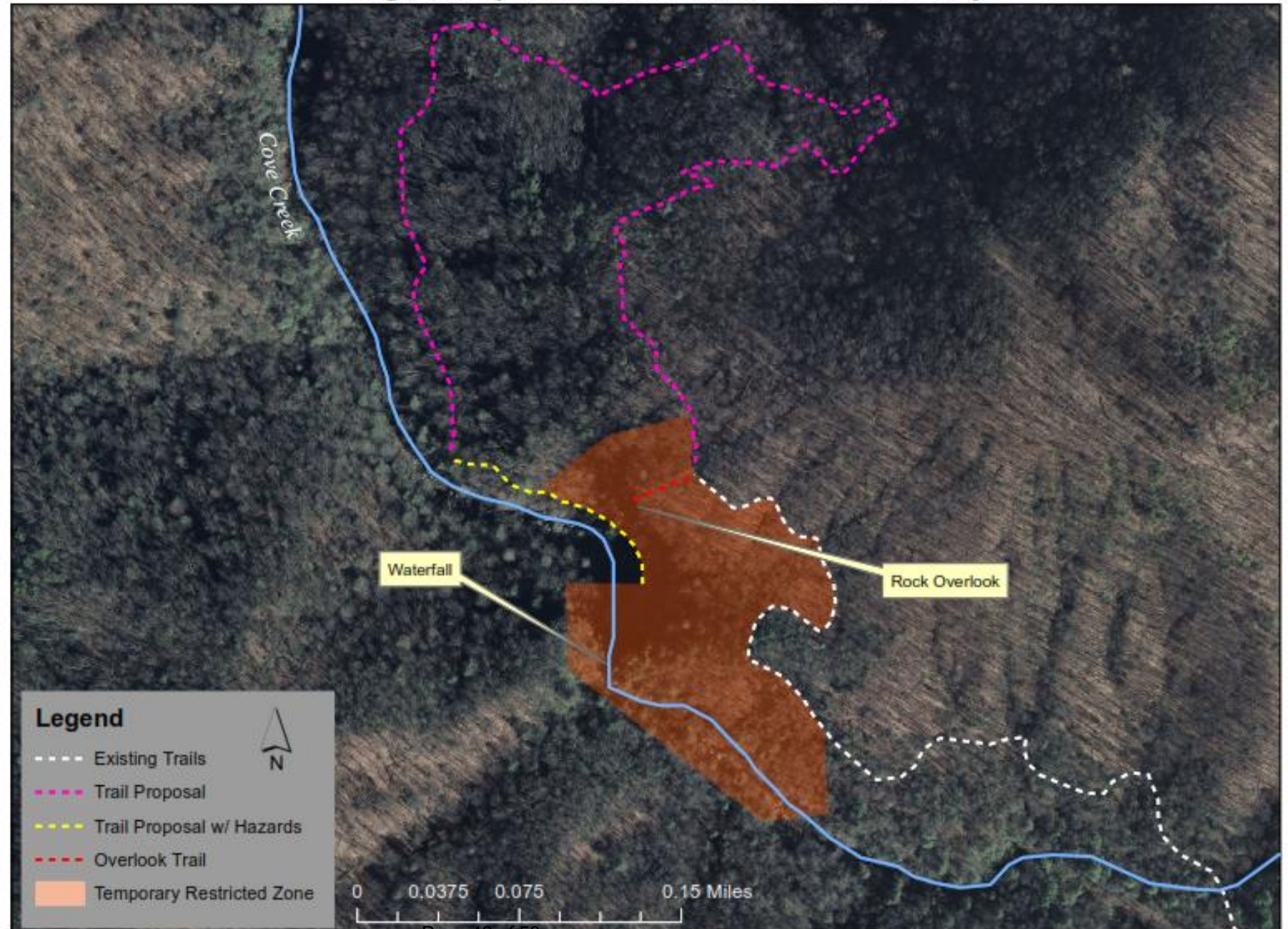
Description	Type	Upload Date
Presentation	Cover Memo	1/26/2021

Upper Bradley Falls Trail

- Due to 8 deaths occurring at the site over the years, the Polk County Commission issued a Resolution to WRC in October 2019 to “use any and all means necessary to ensure the safety of citizens and visitors to the Bradley Falls area”
- The area was set up as a “Temporary Restricted Zone” and access is permit only.
- WRC staff met with County officials and WRC Commissioners on site in January 2020 to review the site.
- It was determined that WRC would evaluate the possibility of building a new, safer trail down to the base of the falls to allow viewing of the falls and deter use of the “overlook”.
- NC State Parks Trail design team was consulted on a path and Black Diamond Designs was hired. Cost estimates and a scope of work were developed.
- NHP approved the project in August 2020.
- Staff re-visited the proposed trail in September 2020 and raised concerns about potential safety issues with a portion of the proposed new trail. The concern was that by creating the new trail, WRC was adding an additional unsafe feature to mitigate an unsafe feature.

Big Bradley Falls, Green River GL, Polk County

The top of the waterfall will remain a restricted zone and will be accessed by permit only.



Upper Bradley Falls Trail – Proposed New Trail



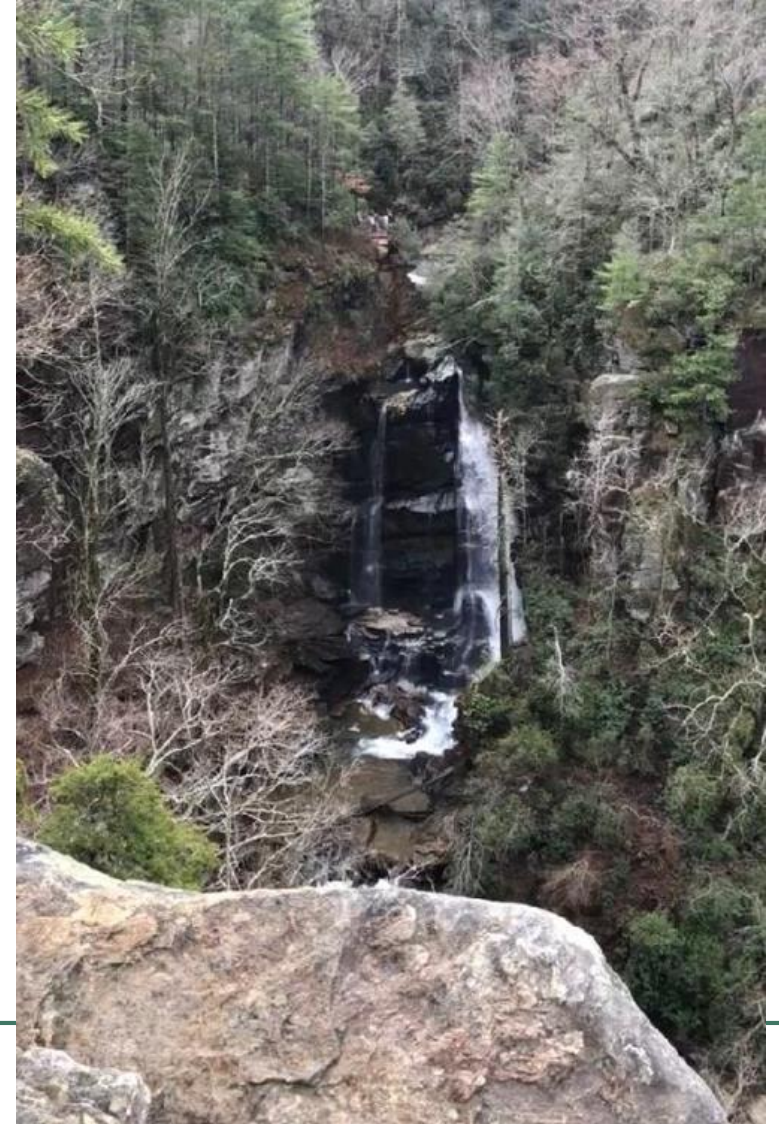
View from base of the falls

- Initial cost estimates to construct a new trail was up to \$122,000.
- This new trail was designed in two parts. The first portion is an intermediate level trail from the “overlook” down to an old campsite close to the river.
- The next and final portion of the trail raised concern from staff due to the steep slopes, narrow travel and significant drop offs that could lead to injuries or death. This portion of the trail was the most expensive to build and was rated by the designer as a Black Diamond/Advanced Trail.

Upper Bradley Falls Trail – Overlook Trail Renovation

- An alternative was proposed by staff to develop a platform and knee wall at the “overlook” with safely constructed steps leading down to the site. This alternative is estimated to cost around \$60,000.
- This alternative mitigates the existing hazards by providing safer access and a physical barrier. It also still provides the visual highlight viewing of the total falls.

Current “overlook” view



Knee wall example



Upper Bradley Falls Trail – Overlook Trail Renovation

- Where are we now?
 - Design contract awarded and design completed by Black Diamond Trail Designs.
 - WRC staff reviewed the proposed overlook project and trail improvements on January 20th.
 - National Heritage completed a survey on January 22nd.
 - Bid contract documents are being developed to advertise for contractors to bid. NC State Construction Office will have to review before award.
 - Once NHP review completed – their Board will have to approve at their spring meeting to move forward, but all bid documents should be in place by then.

Upper Bradley Falls Trail – Overlook Trail Renovation

Questions?



POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: 9.

ATTACHMENTS:

Description	Type	Upload Date
Engagement letter	Cover Memo	1/26/2021

Suggested Motion:

Motion to agree to and accept the terms and conditions for Womble Bond Dickinson LLC to represent Polk County, North Carolina; the Broad River Water Authority; and Inman Campobello Water District in the Creation of New Structures for Water System Regionalization.



December 7, 2020

Womble Bond Dickinson (US) LLP

1221 Main Street
Suite 1600
Columbia, SC 29201

t: 803.454.6504

Belton Zeigler
Partner
Direct Dial: 803-454-7720
Direct Fax: 803-381-9120
E-mail: Belton.Zeigler@wbd-us.com

D. Marche Pittman
County Manager
Polk County, North Carolina
PO Box 308
Columbus NC 28722

Maria S. Hunnicutt
General Manager
Broad River Water Authority
P.O. Box 1269
Rutherfordton NC 28139

Jeff Walker, P.E.
General Manager
Inman-Campobello Water District
5 Prospect Street
Inman, SC 29349

Re: Representation of Polk County, North Carolina; the Broad River Water Authority; and Inman-Campobello Water District in the Creation of New Structures for Water System Regionalization

Dear Marche, Maria, and Jeff:

The purpose of this letter is to confirm the terms and conditions upon which our firm will undertake to represent Polk County, North Carolina; the Broad River Water Authority; and Inman-Campobello Water District ("Clients") regarding the above-referenced matter.



Client Cooperation, Information, Outcome, and Securities Issues

In order to enable us effectively to render these services, the Clients will fully and accurately disclose all facts and keep us advised of all developments relating to the matter. Clients will otherwise fully cooperate with us and will be available to attend meetings (virtually where necessary), telephone conferences, and any other proceedings necessary to our representation in this matter. Our legal advice and representation are based on the facts and our knowledge at the time we offer services to Clients. There may be unknown or uncertain factors or conditions outside of our control which may impact the outcome of the matter. Due to the vagaries of legal matters, we cannot guarantee the outcome of any matter. Nothing in this representation letter shall be construed as such a promise or guarantee.

Our engagement does not include any advice or other legal services relating to federal or state securities laws or municipal finance regulation (including appearing or practicing before the U.S. Securities and Exchange Commission ("SEC")), or Clients' disclosure obligations as governmental borrowers or those of others under such laws, and we understand that the Clients will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

Staffing and Fees

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. These billing rates are subject to adjustment from time to time by the firm without prior notice. The billing rates charged by attorneys at the firm currently range from \$280 per hour for new associates to \$950 per hour for senior partners. My time is currently billed at \$600 per hour. Although I will be the one responsible for this engagement, various part of the work on this matter may be delegated to other firm lawyers. I will rely on Amy Crout, JD, MPA, an associate in our Raleigh, N.C. office specializing in local government and land use matters, who bills at \$300 per hour, and Morgan Arndt, JD, a corporate and securities associate in our Greenville, S.C. office, who bills at \$395 per hour, to assist me where it is efficient to do so and reduce cost as a result.

From time to time, I may call upon my North Carolina-based partners Tom Lee (\$670 per hour) or Paul Billow (\$675 per hour) to consult on specific issues of North Carolina municipal law. But their involvement is expected to be limited to such issue-specific consultation

In an effort to reduce legal fees, we utilize paralegal personnel where appropriate. Time devoted by paralegals to client matters is charged at special billing rates generally ranging from \$125 to \$250 per hour, which are also adjusted from time to time.

Bills, Payment and Withdrawal for Non-Payment

We will promptly render statements to the Clients, generally every month, for services performed during the preceding month. Our billing statement will show the individual providing the service, a description of the service, and the time spent for each service. Costs and expenses including, but not limited to, messenger and delivery services, travel, recording costs, and filing fees will be documented under a separate heading on the billing statement. Any invoices for outside



services which exceed \$500.00 in amount will be forwarded to Clients for direct payment to the provider of those services. Our firm's policy regarding disbursements is attached to this letter.

We will represent the three entities jointly, and each will be jointly and severally responsible for our fees. For administrative convenience, we will provide a copy of our bill to each of the Clients monthly with an invoice to each for one-third of the total amount. Our statements are due and payable immediately. Any statement which is not paid within 30 days of its date will be considered past due. Past due billings will accrue interest at the rate of 1 ½% per month (18% per annum) until paid. Failure by each of the Clients to completely pay a statement within thirty (30) days of its date shall constitute grounds for immediate withdrawal without notice, to which the Clients hereby consent in advance.

We will keep Clients apprised of the status of the representation and its costs through monthly bills. We understand that the clients are governmental entities each of which has appropriated \$50,000 for this representation during the fiscal year 2020-2021. We do not anticipate exceeding this aggregate amount during fiscal year 2020-2021, but will give the Clients advanced notice if it appears that billings will exceed this amount. We will assist the Clients in projecting costs for fiscal year 2021-2022, and will also give notice if it ever appears that the fiscal year 2021-2022 projected amount is likely to be exceeded.

Joint Representation and Waivers of Conflicts

The Clients have requested that we undertake a joint representation of Polk County, North Carolina; the Broad River Water Authority; and Inman-Campobello Water District in the creation of the envisioned new structures for water system regionalization (the "Matter"). To do so, we are required to confirm certain matters because of the rules that govern us as attorneys.

Consistent with those rules, we need to confirm that all of the parties (i) waive any known or potential conflict, or any conflict arising in the future out of the facts and issues described in this letter, among and between any of them, or other persons or entities discussed in this letter, relating to the matter, (ii) have made informed decisions to have Womble Bond Dickinson (US) LLP represent each party in connection with the matter, and (iii) consent to the disclosure to the other represented parties of confidential information relating to the matter. We have not been informed of any claims or disputes that any of the Clients may have against another, and we know of no economic or non-economic disputes between the Clients that would create adverse positions in this matter.

The parties acknowledge that Womble Bond Dickinson (US) LLP has represented Polk County, North Carolina and Inman-Campobello Water District in the past, and attorneys with the firm have represented Inman-Campobello Water District and Broad River Water Authority while employed at prior firms.

The Clients have informed us that they have a unity of interest in pursuing this matter and creating new structures for water system regionalization. Nevertheless, this letter will further clarify that our engagement is limited so as to expressly exclude consideration of any dispute or disputed issue that may exist among Clients.



Risk of Future Conflicts

By engaging one law firm to represent them, the Clients will avoid a duplication of effort by multiple independent law firms and the consequent duplication of fees and expenses. In addition, with a single firm representing the Clients, it is likely that approach to the creation of new structures for water system regionalization will be more unified, since retention of one firm avoids several law firms approaching the matter from separate perspectives.

However, there are potential risks or disadvantages of retaining a single law firm to represent the collective interests of the Clients in the matter. At some point in the future, the Clients may disagree among themselves over one or more issues, notwithstanding the express limitations set out in this letter and representations of unity of interest. If any of the Clients later become directly adverse, that Client will inform us immediately and in writing. This could result in our firm being forced to terminate the representation and withdraw from the representation, or to discontinue representing one or more of the Clients.

Confidentiality of Communications

In addition, each of the Clients should understand that any matters discussed with us will be open to disclosure to the other Clients at any time. While confidential communications between an attorney and his client generally are privileged, there is an exception for matters of joint representation. Thus, all matters disclosed by any Client to any attorney in the Firm with respect to the representation described in this letter would not be privileged or confidential as to the other Clients, even if one Client wishes to instruct us to not disclose the information to the others.

Conclusion as to Conflicts

In light of the limitations and other arrangements set forth above and Clients' representations that Clients have a unity of interest in the creation of new structures for water system regionalization, we have concluded that our representation of the Clients will not be or likely be directly adverse to the others and, further, that our representation of each of the Clients will not adversely affect the interests of the others or be materially limited by our responsibilities to the others.

Our conclusions are based upon our current knowledge and assessment. Consistent with our duty under the applicable rules, we will continue to evaluate the situation and inform each of the Clients if at some future date we ever become aware of a conflict of interest that affects our continuing representation of each of the Clients. The Clients will do the same.

Effect of Signatures to the Letter

The signatures below will constitute respective representations that, after reading and considering this letter carefully, each represented party agrees to the matters stated herein, including but not limited to the limitations and other arrangements, and further agrees to waive any conflict of interest between each other relating to the Matter or Womble Bond Dickinson (US) LLP's role as counsel. Further, the signatures below will constitute respective consents, after duly considering the advantages and risks, to our jointly representing each of the Clients in this Matter and in pursuing a common representation. Finally, the signatures will confirm that we discussed the terms under which



we would agree to represent the Clients prior to accepting or commencing this representation and that this letter correctly memorializes those oral agreements previously reached. We suggest that each Client consult with independent counsel, either its own general counsel or outside counsel, regarding the terms of this waiver and the decision whether to consent.

Withdrawal from the Representation by the Firm

In the following circumstances, we have the right to withdraw from representing Clients upon giving Clients reasonable notice to enable Clients to secure other counsel:

- (1) if available information indicates that the goals of the Clients cannot be achieved; or
- (2) if any of the Clients fails to cooperate in the negotiation, preparation and presentation for approval of the required documents of agreements or violates the terms of this letter agreement, or publically questions the skills, ethics, or professionalism of the Firm; or
- (3) if, for professional or ethical reasons, we cannot proceed with the representation.

If the Firm elects to withdraw, Clients will take all steps necessary to free the Firm of any obligation to perform further legal services in which we have formerly been involved and shall through other counsel take all steps necessary to protect their interest going forward. Further, Clients shall promptly execute all documents necessary or appropriate to complete the Firm's withdrawal in the matter.

Termination of the Firm by the Clients

Clients have the right to terminate our services at any time by written notice to us. In the event of any termination, we will cooperate with new counsel whom Clients might select and will otherwise endeavor to minimize the possibility of prejudice to Clients.

The Firm's Right to Consult with its General Counsel

Womble Bond Dickinson (US) LLP is a multi-jurisdictional law firm representing many clients and handling a large number of complex matters each year. As a result, conflict of interest issues arise and, from time to time, may even include disputes between the firm and our own clients over the handling of a matter. Under such circumstances, we need the ability to seek analysis of our obligations from our General Counsel's office without waiving the firm's own attorney-client privilege. We believe that seeking advice is in our clients' interest as well as our own. Accordingly, in signing this agreement, Clients consent to our seeking advice from our General Counsel's office on legal ethics or related issues that may arise during our representation of Polk County, North Carolina; the Broad River Water Authority; and Inman-Campobello Water District and that our representation of them shall not, thereby, waive any attorney-client privilege that Womble Bond Dickinson (US) LLP may have to protect the confidentiality of our communication with counsel.



Termination of Representation

Unless previously terminated, our representation of the Clients in this matter will terminate upon our sending the Clients our final statement for services rendered in the matter. We will return to Clients, upon Clients' request, any materials Clients have furnished us in connection with it. Thereupon, we will store files respecting this matter for a minimum of six (6) years following the conclusion of our representation of Clients in this matter, and we will provide Clients with access to those files upon request. After six years from the conclusion of our representation in this matter, we will review the stored files with respect to whether they should be retained or destroyed. We disclaim any obligation to provide further notice to Clients before destroying the files concerning this matter at any time after six years from the conclusion of our representation of Clients in this matter.

Support Services

In an effort to continue delivering cost effective services, Womble Bond Dickinson (US) LLP uses legal support service providers located both inside and outside the U.S. to assist with help desk and technology issues, word processing, docketing, time entry, and other administrative tasks. In order for these service providers to complete these tasks, we must share certain client information. Womble Bond Dickinson (US) LLP has made reasonable efforts to ensure that these services are performed in a manner that is consistent with our firm's obligations under the relevant Rules of Professional Conduct with regards to maintaining client confidentiality and supervision of non-lawyer assistants, and the firm bears responsibility for the resulting work product. As part of the engagement with the firm, Clients agree and consent to the use of the services of these providers in the manner stated above.

Representation Limited to the Clients Themselves

Please note that our representation of Clients does not give rise to an attorney-client relationship between us and any of Clients' affiliates or constituents, including but not limited to council or board members, officers, directors or employees. Clients therefore agree that Clients will not give us confidential information regarding Clients' affiliates or constituents during the course of our representation of Clients. Accordingly, our representation of Clients in this matter will not give rise to any conflict of interest in the event one of our other clients is adverse to any of Clients' affiliates or constituents.

Entire Agreement

This engagement letter constitutes the entire understanding and agreement regarding our representation. It supersedes any prior understandings and agreements, written or oral, and any future billing requirements, outside counsel guidelines, or letters submitted to us. The engagement may be amended only by written agreement between the Client and Womble Bond Dickinson (US) LLP. The client should review this document carefully and contact us promptly with any questions.

Acceptance and Execution

If the foregoing correctly reflects Clients' understanding of the terms and conditions of our representation, please indicate Clients' acceptance by executing the enclosed copy of this letter in



the space provided below and return it to me, keeping a copy for Clients' file. Please note that if Clients do not sign and return this letter, instructing this firm or continuing to instruct this firm in connection with this matter will constitute Clients' full acceptance of the terms and conditions set forth herein and attached.

We are pleased to have this opportunity to be of service and to work with Clients.

Best regards,

Womble Bond Dickinson (US) LLP

/s/ Belton Zeigler

Belton Zeigler
Partner

AGREED TO AND ACCEPTED:

Polk County, North Carolina

By: _____
Title: _____
Date: _____

AGREED TO AND ACCEPTED:

Broad River Water Authority

By: _____
Title: _____
Date: _____

AGREED TO AND ACCEPTED:

Inman-Campobello Water District

By: _____
Title: _____
Date: _____

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

February 1, 2021 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	1/27/2021

Suggested Motion:

Motion to adopt the Resolution Authorizing the Execution and Delivery of a First Amendment to the 2016 Installment Financing Agreement and Related Documents.

The Board of Commissioners of the County of Polk, North Carolina met in a regular meeting in the R. Jay Foster Hall of Justice in the Womack Building located at 40 Courthouse Street in Columbus, North Carolina, the regular place of meeting, at 5:00 p.m. on February 1, 2021.

Present: Chairman Tommy Melton, presiding, and Commissioners

Absent: Commissioners

Also present: _____

* * * * *

_____ introduced the following resolution, the title of which was read and copies of which had been distributed to each Commissioner:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
A FIRST AMENDMENT TO THE 2016 INSTALLMENT FINANCING
AGREEMENT AND RELATED DOCUMENTS**

BE IT RESOLVED by the Board of Commissioners (the “Board of Commissioners”) of the County of Polk, North Carolina (the “County”):

Section 1. The Board of Commissioners does hereby find and determine as follows:

(a) The County has heretofore entered into an Installment Financing Agreement, dated as of November 15, 2016 (the “Agreement”), between the County and Capital One Public Funding, LLC (the “Lender”), pursuant to which the Lender advanced to the County funds in the amount of \$13,500,000 for the purpose of (a) acquiring, constructing, renovating and improving a new law enforcement complex, including a new detention center and Sheriff Offices, for the County (the “Project”) and (b) paying the financing costs related thereto.

(b) The outstanding principal balance under the Agreement is currently \$10,391,233.15.

(c) As security for the performance by the County of its obligations under the Agreement, the County has executed and delivered a Deed of Trust, dated as of November 15, 2016, in favor of the Lender granting a lien on the Project as further described therein.

(d) The County desires to amend its payment obligations under the Agreement by entering into a First Amendment to Installment Financing Agreement, to be dated as of the date of execution and delivery thereof (the “2021 Amendment”), between the County and the Lender, in order to reduce the interest rate payable under the Agreement from 2.58% to 1.75%, provided that the

principal payment due on April 1, 2021 shall continue to bear interest at the interest rate of 2.58%, effective on the date thereof.

(e) The principal installments of the County under the Agreement will not be changed by the Amendment.

(f) There has been presented to the Board of Commissioners at this meeting a draft of the 2021 Amendment.

Section 2. The County is hereby authorized to enter into the 2021 Amendment. The County shall repay the aggregate amounts advanced under the Agreement, as amended by the 2021 Amendment, in installments due in the amounts and at the times set forth in the 2021 Amendment. The payments of the Installment Payments shall be designated as principal and interest as provided in the 2021 Amendment.

In connection with entering the 2021 Amendment, the County will agree to waive its right to prepay its payment obligations under the Agreement.

Section 3. The Board of Commissioners hereby approves the 2021 Amendment in substantially the form presented at this meeting. The Chairman, the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County the 2021 Amendment in substantially the form presented at this meeting, containing such modifications as the person executing such document shall approve, such execution to be conclusive evidence of approval by the Board of Commissioners of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board is hereby authorized and directed to affix the official seal of the County to said document and to attest the same.

Section 4. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to the Agreement or the 2021 Amendment, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement or the 2021 Amendment.

Section 5. The Chairman, the County Manager, the Finance Director and the Clerk to the Board of the County, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such other documents, instruments, closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions contemplated by this resolution.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE 2016 INSTALLMENT FINANCING AGREEMENT AND RELATED DOCUMENTS" was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Ange High, Clerk to the Board of Commissioners of the County of Polk, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of said County at a regular meeting held on February 1, 2021, as it relates in any way to the adoption of the foregoing resolutions and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 1st day of February, 2021.

Clerk to the Board

[SEAL]