

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER
LOCAL GOVERNMENT COMMISSION
MINUTES
AUGUST 3, 2021**

The meeting was called to order at 1:33 p.m. by Chair Dale R. Folwell on the above date. The meeting was conducted in person and by use of simultaneous communication by GoToWebinar™ due to the COVID 19 pandemic. Members present in person were: Chair Folwell; State Auditor Beth Wood; Secretary of State Elaine Marshall; Joshua Bass; and Edward Munn. Members present virtually were: Tenisha Jacobs, Designee for Secretary of Revenue Ronald Penny; Viola Harris; Scott Padgett; and Mike Philbeck. Auditor Wood arrived at 1:41 p.m.

Members Absent: None.

A quorum was present for the entire meeting.

Other participants present in person: Sharon Edmundson, Tim Romocki, Susan McCullen, Lewis Andrews, Debbie Tomasko, William Toole, and Cindy Aiken.

Other DST staff present virtually: Jennifer Wimmer.

Others attending in person: Todd Taylor, Debt Manager for Wake County; DST staff: Kenn Kubacki, Brian Jackson, Frank Lester, and Robert Barr.

Others attending virtually: Stephanie King, Matt Livingston, Joanne Floyd, Jim Fatland, Tom Whitlock, Stoney Sloan, Denise Stinagle, Ron Hunt, Angel Landrau, Bob Urness.

Chair Folwell asked those present if they had any actual, potential, or the appearance of a conflict of interest regarding the matters on the agenda. There were no conflicts reported.

Mr. Bass made a motion to approve the minutes of the July 13 regular meeting, the July 13 closed session and the July 26, 2021 emergency meeting. Mr. Munn seconded the motion, and the minutes were approved by unanimous vote of 8-0 (Absent: Auditor Wood).

Mr. Padgett made a motion to adopt the following resolution:

**RESOLUTION APPROVING THE FINANCING APPLICATION OF THE
TOWN OF AYDEN, NORTH CAROLINA FOR THE PROJECT WHICH
CONSISTS OF THE EXTENSION OF APPROXIMATELY 7,900 LINEAR FEET
OF GRAVITY SEWER COLLECTION ASSETS TO NC 102 EAST OF TOWN
THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO
G.S. 160A-20**

WHEREAS, the Town of Ayden, North Carolina (the “Town”) has determined that it is necessary and expedient to provide service to proposed annexed property to be developed for residential housing and mixed use (commercial / residential).; and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the Town intends to finance the Project pursuant to an Installment Financing Agreement (the “Agreement”) between the Town and Truist Bank (the “Lender”), whereby the Lender shall advance moneys to the Town, and the Town, subject to its right of nonappropriation, shall repay the advancement with interest in installments; and

WHEREAS, the aggregate principal amount of the Agreement shall not exceed \$2,214,350

with annually payments with a term of fifteen (15) years at a rate of 2.30% per annum; and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the Town has made proper application to the North Carolina Local Government Commission (the "Commission") for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with G.S. 159-149; and

WHEREAS, the Commission, pursuant to G.S. 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement is necessary and expedient for the Town;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue for the same purpose;
- (iii) that the sums to fall due under the Agreement are adequate and not excessive for its proposed purpose;
- (iv) that the Town's debt management procedures and policies are good;
- (v) that the Town is not in default in any of its debt service obligations;
- (vi) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for approval of the Agreement and the financing contemplated thereby is hereby approved under the provisions of Section 160A-20, Article 8 of Chapter 159 of General Statutes of North Carolina and relevant resolutions of the Commission.

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9 -0. Town Manager Matt Livingston and Finance Director Joanne Floyd attended virtually to answer members' questions

CITY OF BREVARD

LGC staff asked for the City of Brevard application to be removed from the agenda. No action was taken on the City's application.

Mr. Bass made a motion that the following resolution:

"RESOLUTION APPROVING THE REQUEST OF THE VILLAGE OF WALNUT CREEK, NORTH CAROLINA TO FINANCE THE PROJECT WHICH CONSISTS OF REPLACING THREE (3) AGING DRY -PIT SUBMERSIBLE LIFT STATIONS WITH NEW SUBMERSIBLE LIFT STATIONS AND THE REPLACEMENT OF APPROXIMATELY 3,470 LF OF 8-INCH TERRA COTTA GRAVITY SEWER MAIN, APPROXIMATELY 12 MANHOLES, AND APPROXIMATELY 26 SERVICE LATERALS.

WHEREAS, the Village of Walnut Creek, North Carolina (the “Village”) has determined that it is necessary and expedient as it will provide a safer environment for lift station maintenance, reduce O&M costs, and eliminate potential Sanitary Sewer Overflows (SSOs).; and

WHEREAS, the Village of Walnut Creek filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$1,754,000 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Mr. Munn seconded the motion, and the foregoing was adopted by unanimous vote of 8 -0 (Absent: Ms. Harris). (Prior to the vote, the virtual connection was lost at approximately 2:19 p.m. The LGC members attending in person voted on the resolution while staff worked on reconnecting the virtual broadcast. The connection was re-established at approximately 2:47 p.m. At that time, the LGC members participating virtually, Jacobs, Padgett and Philbeck, voted on the resolution. Ms. Harris did not rejoin the meeting immediately but joined during the discussion of the Wilson County matter.) Walnut Creek Councilman Stoney Sloan attended virtually to answer members’ questions.

Secretary Marshall made a motion to adopt the following resolution, contingent upon LGC staff determining that Wilson County accounts were reconciled monthly and that the only issue was year-end close. If the issue was beyond year-end close, the item will be placed on the September agenda with attendance by Wilson County Commissioners required:

**RESOLUTION CONDITIONALLY APPROVING THE APPLICATION OF THE
COUNTY OF WILSON FOR THE FINANCING OF CERTAIN CAPITAL
IMPROVEMENTS THROUGH AN INSTALLMENT FINANCING CONTRACT
PURSUANT TO G.S. §160A-20**

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the County of Wilson, North Carolina (the “County”) intends to finance (a) the construction, acquisition and equipping of the new Wilson Academy of Applied Technology (High School/Early College) (the “WAAT Academy”) and (b) the construction, acquisition and equipping of improvements to Lee Woodard Elementary School and Barnes Elementary School (collectively, the “Project”) and (b) pay certain costs related to the execution and delivery of an Installment Financing Contract dated August 1, 2021 (the “Contract”) between the County and Truist Bank (the “Bank”), whereby the Bank will advance moneys to the County for the purpose of financing the Project, and the County, subject to its right of nonappropriation, will repay the advancement with interest in installments;

WHEREAS, the principal amount to be advanced by the Bank to the County under the Contract shall not exceed \$13,000,000;

WHEREAS, the County will repay the advance in annual payments of interest and principal at an interest rate not to exceed 1.96% per annum;

WHEREAS, the final maturity date of the Contract shall not extend beyond December 31, 2036;

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the County has made proper application to the Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with Section 159-149 of the General Statutes; and

WHEREAS, the approval of the Commission is contingent on a determination by the Commission's Fiscal Staff that County accounts were reconciled monthly on a timely basis, and it was the year-end reconciliations for closing that resulted in the audit finding. If Fiscal Staff finds this is not the case, the application will be deferred until the next meeting of the Commission at which the representatives of the County Board of Commissioners will be required to attend to answer questions of the Commission; and

WHEREAS, the Commission, pursuant to Section 159-151 of the General Statutes, upon information and evidence received, finds and determines as follows:

- (i) the Contract is necessary and expedient for the County;
- (ii) the Contract, under the circumstances, is preferable to a bond issue by the County for the same purposes;
- (iii) the sums to fall due under the Contract are adequate and not excessive for its proposed purposes;
- (iv) the County's debt management procedures and policies are good;
- (v) the increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive; and
- (vi) the County is not in default in any of its debt service obligations.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the application for approval of the Contract and planned financing are hereby conditionally approved under the provisions of Section 160A-20 of the General Statutes, Article 8 of Chapter 159 of the General Statutes and relevant resolutions of the Commission."

Auditor Wood seconded the motion and the foregoing resolution was adopted by unanimous vote.

Secretary Marshall made a motion to adopt the following resolution:

"RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF WILSON, NORTH CAROLINA INSTALLMENT FINANCING CONTRACT PURSUANT TO G.S. §160A-20

WHEREAS, the County of Wilson, North Carolina has requested that the North Carolina Local Government Commission (the "*Commission*") approve its selection of the following financing team members for the above-referenced installment financing contract:

Special Counsel:	Parker Poe Adams & Bernstein LLP
Bank:	Truist Bank
Bank Counsel:	Pope Flynn, LLC
Financial Advisor:	Davenport & Company LLC

WHEREAS, based on the information and evidence received by the Commission, the Commission is of the opinion that the County's request should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the above-referenced financing team is hereby approved for the above-referenced installment financing contract.”

Auditor Wood seconded the motion and the foregoing was adopted by unanimous vote of 9-0

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE CITY OF THOMASVILLE, NORTH CAROLINA FOR THE FINANCING OF A NEW AQUATICS AND RECREATION CENTER THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO G.S. 160A-20

WHEREAS, the City of Thomasville, North Carolina (the “City”) has determined that it is necessary and expedient to pay the costs of acquiring, constructing and equipping a new aquatics and recreation center, including certain City Council and administrative space, and other parks and recreation improvements for the City (collectively, the “Project”); and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the City intends to finance the Project pursuant to an Installment Financing Agreement (the “Agreement”) between the City and Pinnacle Bank (the “Lender”), whereby the Lender shall advance moneys to the City, and the City, subject to its right of nonappropriation, shall repay the advancement with interest in installments; and

WHEREAS, the aggregate principal amount of the Agreement shall not exceed \$6,100,000 with a term of approximately fifteen (15) years (final maturity not to exceed December 31, 2036) at a rate of 1.70% per annum (subject to adjustment as provided in the Agreement); and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the City has made proper application to the North Carolina Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with G.S. 159-149; and

WHEREAS, the Commission, pursuant to G.S. 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement is necessary and expedient for the City;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue for the same purpose;
- (iii) that the sums to fall due under the Agreement are adequate and not excessive for its proposed purpose;
- (iv) that the City’s debt management procedures and policies are good;
- (v) that the City is not in default in any of its debt service obligations;
- (vi) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for approval of the Agreement and the financing contemplated thereby is hereby approved under the provisions of G.S. 160A-20 and relevant resolutions of the Commission.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF WAKE, NORTH CAROLINA FOR THE FINANCING OF THE CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF CERTAIN PUBLIC SCHOOL FACILITIES IN SAID COUNTY THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO G.S. § 160A-20

WHEREAS, the County of Wake, North Carolina (the “County”) has determined that it is necessary and expedient to finance the cost of constructing, renovating, rehabilitating and equipping public school facilities in the County (collectively, the “Project”); and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the County intends to finance the Project through an Installment Financing Agreement, to be dated as of August 1, 2021 (the “Agreement”), between the County and STI Institutional & Government, Inc. (the “Lender”), whereby the Lender shall from time to time prior to April 1, 2026 advance moneys to the County and the County, subject to its right of nonappropriation, shall repay the advance with interest in installments; and

WHEREAS, the principal component of the installment payments due under Agreement shall not exceed \$584,065,000; and

WHEREAS, interest component of the installment payments under the Agreement shall be computed at a variable interest rate as described in the Agreement, such rate not to exceed the maximum interest rate of 22%; and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the County has made proper application to the North Carolina Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the County has complied with G.S. § 159-149; and

WHEREAS, the Commission, pursuant to G.S. § 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement and the Project are necessary and expedient for the County;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue by the County for the same purpose;
- (iii) that the sum to fall due under the Agreement is adequate and not excessive for the proposed purpose;
- (iv) that the County’s debt management procedures and policies are good;

- (v) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive; and
- (vi) that the County is not in default in any of its debt service obligations; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. That the application for approval of the Agreement and planned financing are hereby approved under the provisions of G.S. § 160A-20, Article 8 of Chapter 159 of the General Statutes and relevant resolutions of the Commission.

Section 2. The following members of the financing team for the Agreement are hereby approved:

Financial Advisor:	First Tryon Advisors
Special Counsel	Womble Bond Dickinson (US) LLP
Lender:	STI Institutional & Government, Inc.
Lender's Counsel	Moore & Van Allen PLLC

Section 3. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF JOHNSTON, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021

WHEREAS, the County of Johnston, North Carolina (the "County") has requested that the North Carolina Local Government Commission approve its selection of the following financing team members for its water and sewer system revenue bond issue, Series 2021:

Bond Counsel:	Nexsen Pruet, PLLC
Underwriters:	Wells Fargo Bank, National Association/ Wells Fargo Securities, LLC (Sr.) R. W. Baird & Co. (Co.)
Underwriters' Counsel:	Parker Poe Adams & Bernstein LLP
Registrar/Trustee:	U.S. Bank National Association
County Attorney:	Jennifer J. Slusser, Esq.
Financial Adviser:	Davenport & Company, LLC
Feasibility Consultant:	Willdan Financial Services

WHEREAS, based upon the information and evidence received by the LGC, the LGC is of the opinion that the request by the County should be approved.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the above financing team is hereby approved for the County's water and sewer system revenue bond issue, Series 2021.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF JOHNSTON, NORTH CAROLINA FOR THE ISSUANCE OF THE COUNTY OF JOHNSTON, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$52,500,000

WHEREAS, the County of Johnston, North Carolina (the "County") has applied to the Local Government Commission of North Carolina (the "Commission"), pursuant to The State and Local Government Revenue Bond Act, as amended (the "Act"), for approval of the issuance of the County's Water and Sewer System Revenue Bonds , Series 2021 (the "Bonds"), in an aggregate principal amount not exceeding \$52,500,000, for the purpose of providing funds, together with other available funds, to pay all or a portion of (a) the costs of the 2021 Project (as defined in the First Supplement described herein) and (b) the expenses of issuing the Bonds;

WHEREAS, the County has determined to provide for the issuance from time to time of revenue bonds under the Act for the purpose of (i) financing or refinancing the costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the water and sewer system and (ii) paying the costs of issuance for any revenue bonds;

WHEREAS, the County has adopted a bond order, dated July 19, 2021 (the "Bond Order"), which authorizes the use of a master trust indenture structure for the revenue bonds, approves the form of a master trust indenture and provides for the issuance from time to time of water and sewer revenue bonds by the County in accordance with the terms and provisions of the Bond Order and the master trust indenture;

WHEREAS, all such revenue bonds will be special obligations of the County, secured by and payable solely from the Net Revenues of the County's Water and Sewer System (each as defined in the master trust indenture), which Net Revenues are pledged to the payment thereof pursuant to the terms and provisions of the master trust indenture;

WHEREAS, as part of said proposed revenue bond program, each of the existing water districts created by the County (collectively, the "Districts") will execute and deliver an Interlocal Agreement (the "Interlocal Agreement") between the County and such District, pursuant to which such District will contractually agree to provide financial support, if requested by the County and subject to the terms and limitations of said Interlocal Agreement, to the County for the repayment of the revenue bonds issued by the County from time to time;

WHEREAS, the Interlocal Agreement entered into by a District will constitute only a contractual obligation of such District, and will not constitute indebtedness of, or a guarantee by, such District;

WHEREAS, there has been submitted at this meeting a proposed draft of a Bond Purchase Agreement, proposed to be dated on or about August 11, 2021, or a mutually agreeable later date

(the "Purchase Agreement"), whereby Wells Fargo Bank, National Association and R. W. Baird & Co. (the "Underwriters"), will offer to purchase the Bonds on the terms and conditions set forth therein and in the Master Indenture and First Supplement (each as defined herein), and the Commission desires to approve the issuance of the Bonds and then accept such offer when made and approve the Purchase Agreement, subject to the approval of the County;

WHEREAS, the County has furnished to the Commission forms of the following:

- (a) the Bond Order;
- (b) a Master Trust Indenture, proposed to be dated as of August 1, 2021 (the "Master Indenture"), between the County and U.S. Bank National Association, as master trustee (the "Master Trustee");
- (c) First Supplemental Trust Agreement, proposed to be dated as of August 1, 2021 (the "First Supplement"), between the County and U.S. Bank National Association, as bond trustee (the "Bond Trustee"), including a form of the Bonds contained therein;
- (d) a District Interlocal Agreement between the County and each District, proposed to be dated on or about August 1, 2021 (collectively, the "District Interlocal Agreements"), to be executed and delivered by the County and each District;
- (e) a Preliminary Official Statement with respect to the Bonds, proposed to be dated January 9, 2013 or thereafter (the "Preliminary Official Statement"); and
- (f) the Purchase Agreement;

WHEREAS, based upon the information and evidence received in connection with such application, it is hereby determined and found that (1) such proposed revenue bond issue is necessary and expedient, (2) the proposed amount of such revenue bond issue is adequate and not excessive for the proposed purpose(s) thereof, (3) the 2021 Project proposed to be financed by the bonds are feasible, (4) the County's debt management procedures and policies are good and (5) such proposed revenue bonds can be marketed at a reasonable interest cost to the County; and

WHEREAS, the Commission has found and determined, based upon the information and evidence it has received, that the proposed financing will effectuate the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The Bond Order is hereby approved.

Section 2. The terms and provisions of the Master Indenture, the First Supplement and the District Interlocal Agreements, in substantially the forms submitted at this meeting, are hereby approved.

Section 3. The issuance of the Bonds by the County pursuant to the terms and provisions of the Master Indenture and the First Supplement for the purposes set forth above is hereby approved pursuant to the Act.

Section 4. The Bonds are hereby awarded to the Underwriters pursuant to the provisions of the Act and in accordance with the Purchase Agreement, subject to the approval of the County. The Commission hereby determines that such award and sale of the Bonds at rates that

will provide a true interest cost not to exceed 5.0% (as determined by the Commission) and in an aggregate principal amount not to exceed \$52,500,000, are in the best interests of the County.

Section 5. The Bonds shall mature on the dates and in the principal amounts as shall be provided in the First Supplement. The final maturity of any of the Bonds shall not exceed December 31, 2051.

Section 6. The distribution of the Preliminary Official Statement, in substantially the form submitted at this meeting, with such insertions and changes therein as may be approved by the Designated Assistant, is hereby authorized and the distribution of the final Official Statement relating to the Bonds, upon approval by the Medical Care Commission, is hereby approved.

Section 7. Subject to the limitations set forth in Section 4 of this resolution, the form of the Purchase Agreement as submitted at this meeting is hereby approved, and the Designated Assistant (as defined herein) is hereby authorized and directed to execute and to deliver on behalf of the LGC the Purchase Agreement in substantially the form submitted at this meeting, with any changes in the terms provided therein as may be appropriate to conform to the provisions of this resolution.

Section 8. The Secretary of the Commission or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution, and the Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the Purchase Agreement, including details of the Bonds, as shall be satisfactory to him or her, to approve the forms of other documents relating to the Bonds, to execute and deliver the Purchase Agreement and such other documents on behalf of the LGC and to provide for the execution and delivery of the Bonds in accordance with the Master Indenture, the First Supplement and the Purchase Agreement.

Section 9. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE FINANCING TEAM FOR THE STATE OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS

WHEREAS, The State of North Carolina (the "State") has requested that the North Carolina Local Government Commission ("LGC") approve the selection of the following financing team members for its Grant Anticipation Revenue Vehicle Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (collectively the "Bonds"):

Co-Bond Counsel:	Nexsen Pruet, PLLC The Francis Law Firm, PLLC
Financial Advisor:	Hilltop Securities Inc.
Disclosure Counsel:	Moore & Van Allen PLLC
Underwriters' Counsel	McGuireWoods LLP
Trustee/Registrar:	U.S. Bank National Association/(DTC)

WHEREAS, the State has further requested that the State Treasurer or his designees be delegated discretionary authority to select one or more underwriters for the Bonds.

WHEREAS, based upon the information and evidence received by the LGC, the LGC is of the opinion that the request by the State should be approved.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the above financing team is hereby approved for the Bonds. The State Treasurer and his designees, in their discretion, are hereby authorized to select such one or more underwriters for the Bonds, to make such designation among said one or more underwriters as the State Treasurer or his designees deem appropriate and to approve the underwriters' selection of counsel or co-counsel. The State Treasurer and his designees are hereby further authorized and empowered to negotiate, execute, approve and deliver any and all documents which they, in their discretion, deem necessary or appropriate to effectuate the selection of said one or more underwriters and their counsel for the Bonds.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Stephanie King, NCDOT Chief Financial Officer, gave a brief presentation about the GARVEE bonds.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE STATE OF NORTH CAROLINA FOR THE ISSUANCE OF THE STATE OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$300,000,000

WHEREAS, The State of North Carolina (the "State") has applied to the Local Government Commission of North Carolina ("LGC"), pursuant to The State and Local Government Revenue Bond Act, as amended (the "Revenue Bond Act"), for approval of the issuance of the State's Grant Anticipation Revenue Vehicle Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (collectively, the "Bonds"), in an aggregate principal amount not exceeding \$300,000,000, for the purpose of providing funds to (i) pay all or a portion of the cost of certain eligible federal aid highway projects identified by the State's Department of Transportation from time to time and (ii) pay certain expenses of issuing the Bonds (collectively the "Project"); and

WHEREAS, the Bonds will be issued pursuant to the terms and provisions of (i) N.C.G.S. §136-18 (12b), codified by Session Law 2005-403, as amended by Session Law 2010-165 and as further amended by Session Law 2020-91 (collectively, the "GARVEE Act"), (ii) the Revenue Bond Act, (iii) a Resolution adopted by the Council of State on August 3, 2021 (the "Resolution"), (iv) a Master Trust Indenture, dated as of October 1, 2007 (the "Master Indenture"), between the State and First-Citizens Bank & Trust Company, now succeeded by U.S. Bank National Association, as master trustee (the "Master Trustee") and (v) one or more Supplemental Trust Indentures, each proposed to be dated on or about September 1, 2021 (or such other date or dates as shall be determined by the State Treasurer), and each between the State and the Master Trustee (individually, a "Supplemental Indenture" and, collectively, the "Supplemental Indentures"); and

WHEREAS, based upon the information and evidence received in connection with such application, it is hereby determined and found that (1) such proposed revenue bond issue is necessary and expedient, (2) the proposed amount of such revenue bond issue is adequate and not

excessive for the proposed purpose(s) thereof, (3) the proposed Project is feasible, (4) the State's debt management procedures and policies are good and (5) such proposed revenue bonds can be marketed at a reasonable interest cost to the State.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application of the State for approval of the issuance of the Bonds pursuant to the GARVEE Act, the Revenue Bond Act, the Resolution, the Master Indenture and the Supplemental Indenture(s) in an aggregate principal amount not exceeding \$300,000,000 for the purposes set forth above is hereby approved.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following Resolution:

**RESOLUTION CONCERNING THE PUBLIC OR PRIVATE SALE OF THE STATE
OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS**

WHEREAS, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, authorizes the Local Government Commission of North Carolina (the "LGC") to sell revenue bonds at either public sale or private sale to any purchaser or purchasers thereof at such prices as the LGC determines to be in the best interest of the issuing unit, subject to approval of the governing board of the issuing unit or its designee;

WHEREAS, The State of North Carolina (the "State") plans to issue its Grant Anticipation Vehicle Revenue Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (the "Bonds") in an aggregate principal amount not to exceed \$300,000,000 pursuant to a Master Trust Indenture, dated as of October 1, 2007 (the "Master Indenture") and one or more Supplemental Trust Indenture(s), each proposed to be dated on or about September 1, 2021 (or such other date or dates as shall be determined by the State Treasurer), and each between the State and the Master Trustee (individually, a "Supplemental Indenture" and, collectively, the "Supplemental Indentures").

WHEREAS, the State has requested the LGC to approve the sale of the Bonds at either public or private sale pursuant to any sale process selected by the State Treasurer or a Designated Assistant (as defined below) which they, in their discretion, deem necessary or appropriate to consummate the sale of the Bonds and that is in accordance with Section 159-123 of the General Statutes of North Carolina, as amended; and, if by private sale, to such one or more underwriters selected by the State Treasurer or a Designated Assistant in their discretion;

WHEREAS, the LGC desires to approve said request of the State and to approve the maximum principal amount, interest rate and purchase price of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The sale of the Bonds, containing the terms set forth in the Master Indenture and the respective Supplemental Indenture, at either public or private sale pursuant to any sale process selected by the State Treasurer or a Designated Assistant which they, in their discretion, deem necessary or appropriate to consummate the sale of the Bonds and that is in accordance with Section 159-123 of the General Statutes of North Carolina, as amended, is hereby approved, subject to the approval of the State Treasurer or a Designated Assistant as set forth below and satisfaction of the

conditions set forth below. If the Bonds are to be sold by private sale, such sale may be to such one or more underwriters selected by the State Treasurer or a Designated Assistant in their discretion (the "Underwriters").

Section 2. The aggregate principal amount of the Bonds shall not exceed \$300,000,000. The purchase price for the Bonds shall be approved by the State Treasurer or a Designated Assistant on the date of the sale of such Bonds and shall be set forth in one or more bond purchase agreements or such other certificates related to the Bonds as the State Treasurer or Designated Assistant, in their discretion, deem necessary or appropriate to evidence the purchase price of the Bonds. The Bonds may be sold in one or more series and at such price(s) as the State Treasurer or a Designated Assistant, in their discretion, deem necessary or appropriate; provided, however, if a private sale, the Bonds may be sold at a discount to the Underwriters at a price not to exceed 2.0% of the original principal amount of the Bonds.

Section 3. The Bonds shall bear interest as determined by the State Treasurer or a Designated Assistant. If the State Treasurer or a Designated Assistant determines that interest on any of the Bonds is to be computed at a fixed rate, that rate shall not exceed a true interest cost of 6.0% per annum, as determined by the LGC. If the State Treasurer or a Designated Assistant determines that interest on any of the Bonds is to be computed at a variable interest rate, the initial rate shall not exceed 12% per annum.

Section 4. The Bonds shall mature on the dates and in the principal amounts as shall be provided in the respective Supplemental Indenture. The final maturity of any Bond shall not exceed December 31, 2036.

Section 5. The LGC hereby determines that the sale of the Bonds in the manner, in the amount, at the rate and for the price as provided in this Resolution is in the best interest of the State, provided that such sale shall be approved by the State Treasurer or a Designated Assistant acting on behalf of the State.

Section 6. The State Treasurer and any Designated Assistant are hereby authorized to do any and all other acts, and to negotiate, approve and execute any and all documentation in connection with the sale, issuance or delivery of the Bonds which they, in their discretion, deem necessary or appropriate and in the best interest of the State and not inconsistent with the provisions of this resolution, including, without limitation, one or more bond purchase agreements, one or more preliminary official statements and one or more final official statements; and the execution and delivery of any and all such documents by the State Treasurer or a Designated Assistant shall constitute conclusive evidence of their approval thereof on behalf of the State.

Section 7. The State Treasurer or any Designated Assistant is hereby authorized to negotiate with one or more interest rate swap providers selected by the State Treasurer or any Designated Assistant and to enter into one or more International Swap Dealers Association, Inc. Master Agreements (including all related schedules and confirmations) with respect to all or any portion of the Bonds. Such interest rate swap agreements shall have such terms and provisions, including as to tenor, events of default, termination and the applicable rates of interest, as the State Treasurer or any Designated Assistant, in their sole discretion, may determine to be in the best interests of the State.

Section 8. The Secretary of the Commission or any Deputy Secretary is hereby appointed a Designated Assistant for all purposes of this Resolution.

Section 9. This Resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion that the following resolution:

“RESOLUTION APPROVING THE REQUEST OF THE TOWN OF LANDIS, NORTH CAROLINA TO FINANCE THE PROJECT WHICH CONSISTS OF THE REHABILITATION OF APPROXIMATELY 3,870 LINEAR FEET OF 8-INCH TERRA COTTA (CLAY) GRAVITY SEWERS AND 35 BRICK MANHOLES IN THE S.UPRIGHT STREET SEWER BASIN.

WHEREAS, the Town of Landis, North Carolina (the “Town”) has determined that it is necessary and expedient to help eliminate large quantities of inflow and infiltration in the basin as well as reduce operational and maintenance costs and higher treatment costs associated with maintaining older infrastructure. These improvements will provide the residents served by the project area with improved sewer lines and reliable sewer service for years to come.; and

WHEREAS, the Town of Landis filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$2,288,120 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion that the following resolution:

“RESOLUTION APPROVING THE REQUEST OF THE TOWN OF SWEPSONVILLE, NORTH CAROLINA TO FINANCE THE PROJECT WHICH INCLUDES APPROXIMATELY 6,800 LINEAR FEET OF HEAVY CLEANING TO REMOVE SAND AND OTHER ACCUMULATED DEPOSITS WITHIN THE OUTFALL AND 6,800 LINEAR FEET OF CURED IN PLACE PIPE (CIPP) SANITARY SEWER REHABILITATION.

WHEREAS, the Town of Swepsonville, North Carolina (the “Town”) has determined that it is necessary and expedient to rehabilitate existing infrastructure to reduce infiltration and inflow (I/I).; and

WHEREAS, the Town of Swepsonville filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$1,500,000 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9-0.

MISCELLANEOUS – ACTION ITEMS:

Mr. Bass made a motion to adopt the following resolution:

“RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF DURHAM, NORTH CAROLINA FOR THE ISSUANCE OF A GENERAL OBLIGATION BOND”

WHEREAS, the County of Durham, North Carolina (the “County”) has requested that the Local Government Commission of North Carolina (the “Commission”) approve their selection of the following financing team members for the issuance of the County of Durham, North Carolina General Obligation Bond, Series 2021 (the “2021 Bond”):

Purchaser:	Bank of America, N.A.
Bond Counsel:	Parker Poe Adams & Bernstein LLP
Purchaser’s Counsel:	McGuireWoods, LLP
Financial Advisor:	DEC Associates, Inc.

WHEREAS, based upon the information and evidence received by the Commission, it is the opinion of the Commission that the request by the County should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the above financing team is hereby approved for the County’s 2021 Bond.

Secretary Marshall seconded the motion and the foregoing resolution was passed by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

“RESOLUTION CONCERNING THE PRIVATE SALE OF A GENERAL OBLIGATION BOND OF THE COUNTY OF DURHAM, NORTH CAROLINA”

WHEREAS, the application of the County of Durham, North Carolina (the “County”) requesting the approval by the Local Government Commission of North Carolina of the issuance of bonds under the following orders adopted by the Board of Commissioners of the County on August 8, 2016, and made effective on the affirmative vote of a majority of the qualified voters of the County at a referendum held on November 8, 2016, was formally approved by the Commission on October 4, 2016: (1) the order authorizing not exceeding \$90,870,000 School Bonds of the County of Durham, North Carolina, (2) the order authorizing not exceeding \$20,195,000 Community College Bonds of the County of Durham, North Carolina, (3) the order authorizing not exceeding \$44,725,000 Library Facilities Bonds of the County of Durham, North Carolina, and (4) the order authorizing not exceeding \$14,210,000 Museum Bonds of the County of Durham, North Carolina (collectively, the “Bond Orders”);

WHEREAS, the County wishes to issue the not to exceed \$50,000,000 County of Durham, North Carolina General Obligation Bond, Series 2021 (the “2021 Bond”) under the Bond Orders to pay (1) the costs of the projects described in Bond Orders and (2) the costs of issuing the 2021 Bond;

WHEREAS, Bank of America, N.A. (the “Purchaser”), has offered to purchase the 2021 Bond from the Commission on the terms and conditions provided below and in the form of the Bond Purchase and Advance Agreement dated on or about August 10, 2021 (the “Bond Purchase and Advance Agreement”) among the Commission, the County and the Purchaser;

WHEREAS, the County has requested the Commission to sell the 2021 Bond at private sale without advertisement in accordance with Article 4 of Chapter 159 of the General Statutes of North Carolina, as amended;

WHEREAS, the Commission desires to approve the request of the County that it sell the 2021 Bond at private sale without advertisement; and

WHEREAS, the Commission desires to accept the offer of the Purchaser to purchase the 2021 Bond substantially in the form of the Bond Purchase and Advance Agreement and on the terms and conditions provided below; and

NOW, THEREFORE, BE IT RESOLVED by the Commission:

Section 1. The sale of the 2021 Bond to the Purchaser at private sale without advertisement pursuant to the Bond Purchase and Advance Agreement and the bond resolution adopted by the Board on July 12, 2021 (the “Bond Resolution”) substantially in the form furnished to the Commission is hereby approved, such sale being subject to the approval of the Secretary of the Commission or a designated assistant of the Commission (the “Designated Assistant”) and satisfaction of the conditions provided below.

Section 2. The par amount of the 2021 Bond will not exceed \$50,000,000. The initial purchase price for the 2021 Bond will be approved by the Designated Assistant on the date of the sale of the 2021 Bond.

Section 3. The 2021 Bond will initially bear interest at a variable rate equal to the sum obtained by adding (a) the SIFMA Index plus (b) 0.25%. The rate of interest on the 2021 Bond will not exceed 20.00%. In no event will the rate of interest on the 2021 Bond exceed the maximum rate of interest permitted by applicable law.

Section 4. The 2021 Bond will have a final maturity of August 10, 2027 taking into account the term out provision as provided in the Bond Resolution.

Section 5. The Commission hereby determines that the sale of the 2021 Bond in the manner and for the price as provided in this resolution is in the best interest of the County, provided that such sale is approved by the County.

Section 6. The Secretary of the Commission, or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution. The Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the Bond Purchase and Advance Agreement, including details of the 2021 Bond, as satisfactory to him or her, to approve the forms of other documents relating to the 2021 Bond, to execute and deliver the Bond Purchase and Advance Agreement and such other documents on behalf of the Commission and to provide for the execution and delivery of the 2021 Bond in accordance with the Bond Order and the Bond Resolution.

Section 7. This Resolution is effective immediately on its passage.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

The Orange Water and Sewer Authority is requesting an increase of additional funds on a State Revolving Loan. The loan is for the replacement of about 300 LF of existing 12" asbestos cement (AC) pipe with Ductile Iron (DI) Pipe, replacement of about 500LF of 6" AC pipe along Cameron Court with a 6" DI pipe; reconnection of existing service connections and hydrants to the new pipe; and abandonment of approximately 1100LF of existing 12" AC pipe along the railroad tracks between Merritt Mill Road and Brewer Lane in Carrboro. The original loan was approved by the LGC on April 7, 2020. The Authority is requesting an increase of \$1,694,920 for a total loan amount of \$4,657,928. The increase is due to construction bids coming in higher than expected due to an increasing cost environment.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF WAKE FOR THE ISSUANCE OF A GENERAL OBLIGATION COMMUNITY COLLEGE BOND ANTICIPATION NOTE, SERIES 2021, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$171,900,000 AND AUTHORIZING THE PRIVATE SALE THEREOF

WHEREAS, the County of Wake, North Carolina (the "County") has heretofore applied to the North Carolina Local Government Commission (the "Commission") pursuant to the Local Government Bond Act, as amended, for approval of the issuance by the County of \$349,000,000 Community College Bonds (the "Community College Bonds") pursuant to a bond order adopted by the Board of Commissioners for the County on August 6, 2018, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 6, 2018;

WHEREAS, the Commission has approved the issuance of the Community College Bonds, and the County has heretofore issued its Community College Bond Anticipation Note, Series 2019B in a principal amount of \$171,900,000;

\$45,086,168 of Community College Bonds have heretofore been issued by the County to refinance a portion of the Community College Bond Anticipation Note, Series 2019B referenced above; no other Community College Bonds or bond anticipation notes in anticipation thereof have been issued;

WHEREAS, the County has applied to the Commission for the issuance of not exceeding a new General Obligation Community College Bond Anticipation Note in an amount not to exceed \$171,900,000 to be sold at private sale to STI Institutional & Government, Inc., pursuant to a Note Purchase and Advance Agreement, to be dated as of August 1, 2021 (the "2021 Note Purchase Agreement"), among the County, the Commission and STI Institutional & Government, Inc.;

WHEREAS, under the arrangement proposed to the Commission, STI Institutional & Government, Inc. will purchase one note designated “General Obligation Community College Bond Anticipation Note, Series 2021” (the “Series 2021 Note”) that will increase in principal amount from time to time, up to \$171,900,000, such increases to be in the amount of advancements made by STI Institutional & Government, Inc. to the County under the 2021 Note Purchase Agreement to finance costs of projects for which the Community College Bonds are authorized (and the principal amount to decrease to the extent that the principal amount advanced by STI Institutional & Government, Inc. under the 2021 Note Purchase Agreement is repaid by the County);

WHEREAS, the 2021 Note Purchase Agreement and the resolution adopted by the Board of Commissioners authorizing the issuance of the Series 2021 Note will provide that the County shall maintain records for each advance showing that the amounts expended on the projects for which the Community College Bonds are authorized, do not exceed the aggregate principal amount of the Community College Bonds in anticipation of which the Series 2021 Note is being issued, and contains further provisions for the amount so expended to be reported to the Commission; and

WHEREAS, there has been prepared the form of the 2021 Note Purchase Agreement, and such form has been reviewed by the staff of the Commission;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The application of the County of Wake, North Carolina (the “County”) for the issuance of the Series 2021 Note in an amount not to exceed \$171,900,000 for the purposes set forth above is hereby approved pursuant to Article 9 of the Local Government Finance Act, as amended. The Series 2021 Note shall bear interest at a variable interest rate (not exceeding 22%) computed as provided in the 2021 Note Purchase Agreement and the resolution of the Board of Commissioners for the County authorizing the issuance of the Series 2021 Note. The Series 2021 Note shall have a maturity date of April 1, 2026, such date subject to extension as provided in the 2021 Note Purchase Agreement and the resolution of said Board of Commissioners authorizing the issuance of the Series 2021 Note.

Section 2. The Commission hereby approves the 2021 Note Purchase Agreement in substantially the form presented to the Commission. The Series 2021 Note shall be sold to STI Institutional & Government, Inc. pursuant to the 2021 Note Purchase Agreement. The Series 2021 Note shall increase in principal amount as the advances are made to the County pursuant to the 2021 Note Purchase Agreement.

Section 3. The Commission hereby approves the following members of the finance team in connection with the issuance of the Series 2021 Note:

Bond Counsel:	Womble Bond Dickinson (US) LLP
Purchaser:	STI Institutional & Government, Inc.
Purchaser’s Counsel:	Moore & Van Allen, PLLC
Financial Advisor:	First Tryon Advisors

Section 4. The Secretary of the Commission or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution, and the Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the 2021 Note Purchase Agreement, as shall be satisfactory to him or her, to approve the forms of other documents relating to the Series 2021 Note, to execute and deliver the 2021 Note Purchase Agreement and such other documents on behalf of the Commission and to

provide for the execution and delivery of the Series 2021 Note in accordance with the resolution adopted by the Board of Commissioners and the 2021 Note Purchase Agreement.

Section 5. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing resolution was passed by unanimous vote of 9-0.

MISCELLANEOUS – NON-ACTION ITEMS:

The County of Washington has negotiated a rate modification with Branch Banking Truist Company to its existing, directly held, tax exempt, Water Revenue Bond, Series 2013A and 2013B 7/13/2021 (modification date)

Date Issued	Original Amount	Remaining Amount	Previous Rate	New Rate	Interest Saving	Maturity Date
8/6/2013	\$5,000,000	\$3,427,000	3.89%	2.09%	\$434,522.03	6/1/2033

Mr. Munn made a motion to adopt the following:

- 1) a resolution to approve a financing contract for the Town of Robersonville, (**SEE EXHIBIT 1: ROBERSONVILLE RESOLUTION**);
- 2) a budget amendment for the Town of Robersonville, (**SEE EXHIBIT 2: ROBERSONVILLE BUDGET AMENDMENT**); and
- 3) a resolution to ratify a contract for the Town of Kingstown, (**SEE EXHIBIT 3: KINGSTOWN RESOLUTION**).

Mr. Padgett seconded the motion and the foregoing were adopted by unanimous vote of 9-0.

Mr. Padgett made a motion to adopt the following resolution:

SEE EXHIBIT 4: WILKESBORO RESOLUTION

Auditor Wood seconded the motion, and the foregoing was adopted by unanimous vote of 9 -0.

Mr. Bass made a motion to enter a closed session pursuant to General Statute 143-318.11(a)(1) to discuss a matter made confidential by G.S. 132-1.4. Mr. Munn seconded the motion which was adopted by unanimous vote. The members went into closed session at 3:55 p.m. No official action was taken during the closed session.

At 4:34 p.m., the members returned to open session.

Auditor Wood made a motion to adjourn the meeting. Mr. Bass seconded the motion which passed by unanimous vote. The meeting adjourned at 4:37 p.m.

The next regularly scheduled meeting of the North Carolina Local Government Commission will be held on September 14, 2021 at 1:30 p.m.

* * * * *

I, Sharon Edmundson, Secretary of the North Carolina Local Government Commission, CERTIFY that the foregoing is a true and correct extract from minutes of a meeting of the North Carolina Local Government Commission duly called and held on August 3, 2021 and sets forth so much of said minutes as in any way relates to the introduction, consideration and passage of the resolutions herein set forth.

WITNESS my hand at Raleigh, this 3rd day of August 2021.

Sharon Edmundson, Secretary of the
Local Government Commission of North Carolina

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER
LOCAL GOVERNMENT COMMISSION
MINUTES
AUGUST 3, 2021**

The meeting was called to order at 1:33 p.m. by Chair Dale R. Folwell on the above date. The meeting was conducted in person and by use of simultaneous communication by GoToWebinar™ due to the COVID 19 pandemic. Members present in person were: Chair Folwell; State Auditor Beth Wood; Secretary of State Elaine Marshall; Joshua Bass; and Edward Munn. Members present virtually were: Tenisha Jacobs, Designee for Secretary of Revenue Ronald Penny; Viola Harris; Scott Padgett; and Mike Philbeck. Auditor Wood arrived at 1:41 p.m.

Members Absent: None.

A quorum was present for the entire meeting.

Other participants present in person: Sharon Edmundson, Tim Romocki, Susan McCullen, Lewis Andrews, Debbie Tomasko, William Toole, and Cindy Aiken.

Other DST staff present virtually: Jennifer Wimmer.

Others attending in person: Todd Taylor, Debt Manager for Wake County; DST staff: Kenn Kubacki, Brian Jackson, Frank Lester, and Robert Barr.

Others attending virtually: Stephanie King, Matt Livingston, Joanne Floyd, Jim Fatland, Tom Whitlock, Stoney Sloan, Denise Stinagle, Ron Hunt, Angel Landrau, Bob Urness.

Chair Folwell asked those present if they had any actual, potential, or the appearance of a conflict of interest regarding the matters on the agenda. There were no conflicts reported.

Mr. Bass made a motion to approve the minutes of the July 13 regular meeting, the July 13 closed session and the July 26, 2021 emergency meeting. Mr. Munn seconded the motion, and the minutes were approved by unanimous vote of 8-0 (Absent: Auditor Wood).

Mr. Padgett made a motion to adopt the following resolution:

**RESOLUTION APPROVING THE FINANCING APPLICATION OF THE
TOWN OF AYDEN, NORTH CAROLINA FOR THE PROJECT WHICH
CONSISTS OF THE EXTENSION OF APPROXIMATELY 7,900 LINEAR FEET
OF GRAVITY SEWER COLLECTION ASSETS TO NC 102 EAST OF TOWN
THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO
G.S. 160A-20**

WHEREAS, the Town of Ayden, North Carolina (the "Town") has determined that it is necessary and expedient to provide service to proposed annexed property to be developed for residential housing and mixed use (commercial / residential).; and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the Town intends to finance the Project pursuant to an Installment Financing Agreement (the "Agreement") between the Town and Truist Bank (the "Lender"), whereby the Lender shall advance moneys to the Town, and the Town, subject to its right of nonappropriation, shall repay the advancement with interest in installments; and

WHEREAS, the aggregate principal amount of the Agreement shall not exceed \$2,214,350

with annually payments with a term of fifteen (15) years at a rate of 2.30% per annum; and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the Town has made proper application to the North Carolina Local Government Commission (the "Commission") for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with G.S. 159-149; and

WHEREAS, the Commission, pursuant to G.S. 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement is necessary and expedient for the Town;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue for the same purpose;
- (iii) that the sums to fall due under the Agreement are adequate and not excessive for its proposed purpose;
- (iv) that the Town's debt management procedures and policies are good;
- (v) that the Town is not in default in any of its debt service obligations;
- (vi) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for approval of the Agreement and the financing contemplated thereby is hereby approved under the provisions of Section 160A-20, Article 8 of Chapter 159 of General Statutes of North Carolina and relevant resolutions of the Commission.

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9 -0. Town Manager Matt Livingston and Finance Director Joanne Floyd attended virtually to answer members' questions

CITY OF BREVARD

LGC staff asked for the City of Brevard application to be removed from the agenda. No action was taken on the City's application.

Mr. Bass made a motion that the following resolution:

"RESOLUTION APPROVING THE REQUEST OF THE VILLAGE OF WALNUT CREEK, NORTH CAROLINA TO FINANCE THE PROJECT WHICH CONSISTS OF REPLACING THREE (3) AGING DRY -PIT SUBMERSIBLE LIFT STATIONS WITH NEW SUBMERSIBLE LIFT STATIONS AND THE REPLACEMENT OF APPROXIMATELY 3,470 LF OF 8-INCH TERRA COTTA GRAVITY SEWER MAIN, APPROXIMATELY 12 MANHOLES, AND APPROXIMATELY 26 SERVICE LATERALS.

WHEREAS, the Village of Walnut Creek, North Carolina (the “Village”) has determined that it is necessary and expedient as it will provide a safer environment for lift station maintenance, reduce O&M costs, and eliminate potential Sanitary Sewer Overflows (SSOs).; and

WHEREAS, the Village of Walnut Creek filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$1,754,000 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Mr. Munn seconded the motion, and the foregoing was adopted by unanimous vote of 8 -0 (Absent: Ms. Harris). (Prior to the vote, the virtual connection was lost at approximately 2:19 p.m. The LGC members attending in person voted on the resolution while staff worked on reconnecting the virtual broadcast. The connection was re-established at approximately 2:47 p.m. At that time, the LGC members participating virtually, Jacobs, Padgett and Philbeck, voted on the resolution. Ms. Harris did not rejoin the meeting immediately but joined during the discussion of the Wilson County matter.) Walnut Creek Councilman Stoney Sloan attended virtually to answer members’ questions.

Secretary Marshall made a motion to adopt the following resolution, contingent upon LGC staff determining that Wilson County accounts were reconciled monthly and that the only issue was year-end close. If the issue was beyond year-end close, the item will be placed on the September agenda with attendance by Wilson County Commissioners required:

**RESOLUTION CONDITIONALLY APPROVING THE APPLICATION OF THE
COUNTY OF WILSON FOR THE FINANCING OF CERTAIN CAPITAL
IMPROVEMENTS THROUGH AN INSTALLMENT FINANCING CONTRACT
PURSUANT TO G.S. §160A-20**

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the County of Wilson, North Carolina (the “County”) intends to finance (a) the construction, acquisition and equipping of the new Wilson Academy of Applied Technology (High School/Early College) (the “WAAT Academy”) and (b) the construction, acquisition and equipping of improvements to Lee Woodard Elementary School and Barnes Elementary School (collectively, the “Project”) and (b) pay certain costs related to the execution and delivery of an Installment Financing Contract dated August 1, 2021 (the “Contract”) between the County and Truist Bank (the “Bank”), whereby the Bank will advance moneys to the County for the purpose of financing the Project, and the County, subject to its right of nonappropriation, will repay the advancement with interest in installments;

WHEREAS, the principal amount to be advanced by the Bank to the County under the Contract shall not exceed \$13,000,000;

WHEREAS, the County will repay the advance in annual payments of interest and principal at an interest rate not to exceed 1.96% per annum;

WHEREAS, the final maturity date of the Contract shall not extend beyond December 31, 2036;

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the County has made proper application to the Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with Section 159-149 of the General Statutes; and

WHEREAS, the approval of the Commission is contingent on a determination by the Commission's Fiscal Staff that County accounts were reconciled monthly on a timely basis, and it was the year-end reconciliations for closing that resulted in the audit finding. If Fiscal Staff finds this is not the case, the application will be deferred until the next meeting of the Commission at which the representatives of the County Board of Commissioners will be required to attend to answer questions of the Commission; and

WHEREAS, the Commission, pursuant to Section 159-151 of the General Statutes, upon information and evidence received, finds and determines as follows:

- (i) the Contract is necessary and expedient for the County;
- (ii) the Contract, under the circumstances, is preferable to a bond issue by the County for the same purposes;
- (iii) the sums to fall due under the Contract are adequate and not excessive for its proposed purposes;
- (iv) the County's debt management procedures and policies are good;
- (v) the increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive; and
- (vi) the County is not in default in any of its debt service obligations.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the application for approval of the Contract and planned financing are hereby conditionally approved under the provisions of Section 160A-20 of the General Statutes, Article 8 of Chapter 159 of the General Statutes and relevant resolutions of the Commission."

Auditor Wood seconded the motion and the foregoing resolution was adopted by unanimous vote.

Secretary Marshall made a motion to adopt the following resolution:

"RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF WILSON, NORTH CAROLINA INSTALLMENT FINANCING CONTRACT PURSUANT TO G.S. §160A-20

WHEREAS, the County of Wilson, North Carolina has requested that the North Carolina Local Government Commission (the "*Commission*") approve its selection of the following financing team members for the above-referenced installment financing contract:

Special Counsel:	Parker Poe Adams & Bernstein LLP
Bank:	Truist Bank
Bank Counsel:	Pope Flynn, LLC
Financial Advisor:	Davenport & Company LLC

WHEREAS, based on the information and evidence received by the Commission, the Commission is of the opinion that the County's request should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the above-referenced financing team is hereby approved for the above-referenced installment financing contract.”

Auditor Wood seconded the motion and the foregoing was adopted by unanimous vote of 9-0

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE CITY OF THOMASVILLE, NORTH CAROLINA FOR THE FINANCING OF A NEW AQUATICS AND RECREATION CENTER THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO G.S. 160A-20

WHEREAS, the City of Thomasville, North Carolina (the “City”) has determined that it is necessary and expedient to pay the costs of acquiring, constructing and equipping a new aquatics and recreation center, including certain City Council and administrative space, and other parks and recreation improvements for the City (collectively, the “Project”); and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the City intends to finance the Project pursuant to an Installment Financing Agreement (the “Agreement”) between the City and Pinnacle Bank (the “Lender”), whereby the Lender shall advance moneys to the City, and the City, subject to its right of nonappropriation, shall repay the advancement with interest in installments; and

WHEREAS, the aggregate principal amount of the Agreement shall not exceed \$6,100,000 with a term of approximately fifteen (15) years (final maturity not to exceed December 31, 2036) at a rate of 1.70% per annum (subject to adjustment as provided in the Agreement); and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the City has made proper application to the North Carolina Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the unit has complied with G.S. 159-149; and

WHEREAS, the Commission, pursuant to G.S. 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement is necessary and expedient for the City;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue for the same purpose;
- (iii) that the sums to fall due under the Agreement are adequate and not excessive for its proposed purpose;
- (iv) that the City’s debt management procedures and policies are good;
- (v) that the City is not in default in any of its debt service obligations;
- (vi) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for approval of the Agreement and the financing contemplated thereby is hereby approved under the provisions of G.S. 160A-20 and relevant resolutions of the Commission.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF WAKE, NORTH CAROLINA FOR THE FINANCING OF THE CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF CERTAIN PUBLIC SCHOOL FACILITIES IN SAID COUNTY THROUGH AN INSTALLMENT FINANCING AGREEMENT PURSUANT TO G.S. § 160A-20

WHEREAS, the County of Wake, North Carolina (the “County”) has determined that it is necessary and expedient to finance the cost of constructing, renovating, rehabilitating and equipping public school facilities in the County (collectively, the “Project”); and

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, the County intends to finance the Project through an Installment Financing Agreement, to be dated as of August 1, 2021 (the “Agreement”), between the County and STI Institutional & Government, Inc. (the “Lender”), whereby the Lender shall from time to time prior to April 1, 2026 advance moneys to the County and the County, subject to its right of nonappropriation, shall repay the advance with interest in installments; and

WHEREAS, the principal component of the installment payments due under Agreement shall not exceed \$584,065,000; and

WHEREAS, interest component of the installment payments under the Agreement shall be computed at a variable interest rate as described in the Agreement, such rate not to exceed the maximum interest rate of 22%; and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, the County has made proper application to the North Carolina Local Government Commission (the “Commission”) for approval of the proposed financing; and

WHEREAS, the Secretary of the Commission has determined that the County has complied with G.S. § 159-149; and

WHEREAS, the Commission, pursuant to G.S. § 159-151, upon information and evidence received, finds and determines as follows:

- (i) that the Agreement and the Project are necessary and expedient for the County;
- (ii) that the Agreement, under the circumstances, is preferable to a bond issue by the County for the same purpose;
- (iii) that the sum to fall due under the Agreement is adequate and not excessive for the proposed purpose;
- (iv) that the County’s debt management procedures and policies are good;

- (v) that the increase in taxes, if any, necessary to meet the sums to fall due under the Agreement will not be excessive; and
- (vi) that the County is not in default in any of its debt service obligations; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. That the application for approval of the Agreement and planned financing are hereby approved under the provisions of G.S. § 160A-20, Article 8 of Chapter 159 of the General Statutes and relevant resolutions of the Commission.

Section 2. The following members of the financing team for the Agreement are hereby approved:

Financial Advisor:	First Tryon Advisors
Special Counsel	Womble Bond Dickinson (US) LLP
Lender:	STI Institutional & Government, Inc.
Lender's Counsel	Moore & Van Allen PLLC

Section 3. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF JOHNSTON, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021

WHEREAS, the County of Johnston, North Carolina (the "County") has requested that the North Carolina Local Government Commission approve its selection of the following financing team members for its water and sewer system revenue bond issue, Series 2021:

Bond Counsel:	Nexsen Pruet, PLLC
Underwriters:	Wells Fargo Bank, National Association/ Wells Fargo Securities, LLC (Sr.) R. W. Baird & Co. (Co.)
Underwriters' Counsel:	Parker Poe Adams & Bernstein LLP
Registrar/Trustee:	U.S. Bank National Association
County Attorney:	Jennifer J. Slusser, Esq.
Financial Adviser:	Davenport & Company, LLC
Feasibility Consultant:	Willdan Financial Services

WHEREAS, based upon the information and evidence received by the LGC, the LGC is of the opinion that the request by the County should be approved.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the above financing team is hereby approved for the County's water and sewer system revenue bond issue, Series 2021.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF JOHNSTON, NORTH CAROLINA FOR THE ISSUANCE OF THE COUNTY OF JOHNSTON, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$52,500,000

WHEREAS, the County of Johnston, North Carolina (the "County") has applied to the Local Government Commission of North Carolina (the "Commission"), pursuant to The State and Local Government Revenue Bond Act, as amended (the "Act"), for approval of the issuance of the County's Water and Sewer System Revenue Bonds , Series 2021 (the "Bonds"), in an aggregate principal amount not exceeding \$52,500,000, for the purpose of providing funds, together with other available funds, to pay all or a portion of (a) the costs of the 2021 Project (as defined in the First Supplement described herein) and (b) the expenses of issuing the Bonds;

WHEREAS, the County has determined to provide for the issuance from time to time of revenue bonds under the Act for the purpose of (i) financing or refinancing the costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the water and sewer system and (ii) paying the costs of issuance for any revenue bonds;

WHEREAS, the County has adopted a bond order, dated July 19, 2021 (the "Bond Order"), which authorizes the use of a master trust indenture structure for the revenue bonds, approves the form of a master trust indenture and provides for the issuance from time to time of water and sewer revenue bonds by the County in accordance with the terms and provisions of the Bond Order and the master trust indenture;

WHEREAS, all such revenue bonds will be special obligations of the County, secured by and payable solely from the Net Revenues of the County's Water and Sewer System (each as defined in the master trust indenture), which Net Revenues are pledged to the payment thereof pursuant to the terms and provisions of the master trust indenture;

WHEREAS, as part of said proposed revenue bond program, each of the existing water districts created by the County (collectively, the "Districts") will execute and deliver an Interlocal Agreement (the "Interlocal Agreement") between the County and such District, pursuant to which such District will contractually agree to provide financial support, if requested by the County and subject to the terms and limitations of said Interlocal Agreement, to the County for the repayment of the revenue bonds issued by the County from time to time;

WHEREAS, the Interlocal Agreement entered into by a District will constitute only a contractual obligation of such District, and will not constitute indebtedness of, or a guarantee by, such District;

WHEREAS, there has been submitted at this meeting a proposed draft of a Bond Purchase Agreement, proposed to be dated on or about August 11, 2021, or a mutually agreeable later date

(the "Purchase Agreement"), whereby Wells Fargo Bank, National Association and R. W. Baird & Co. (the "Underwriters"), will offer to purchase the Bonds on the terms and conditions set forth therein and in the Master Indenture and First Supplement (each as defined herein), and the Commission desires to approve the issuance of the Bonds and then accept such offer when made and approve the Purchase Agreement, subject to the approval of the County;

WHEREAS, the County has furnished to the Commission forms of the following:

- (a) the Bond Order;
- (b) a Master Trust Indenture, proposed to be dated as of August 1, 2021 (the "Master Indenture"), between the County and U.S. Bank National Association, as master trustee (the "Master Trustee");
- (c) First Supplemental Trust Agreement, proposed to be dated as of August 1, 2021 (the "First Supplement"), between the County and U.S. Bank National Association, as bond trustee (the "Bond Trustee"), including a form of the Bonds contained therein;
- (d) a District Interlocal Agreement between the County and each District, proposed to be dated on or about August 1, 2021 (collectively, the "District Interlocal Agreements"), to be executed and delivered by the County and each District;
- (e) a Preliminary Official Statement with respect to the Bonds, proposed to be dated January 9, 2013 or thereafter (the "Preliminary Official Statement"); and
- (f) the Purchase Agreement;

WHEREAS, based upon the information and evidence received in connection with such application, it is hereby determined and found that (1) such proposed revenue bond issue is necessary and expedient, (2) the proposed amount of such revenue bond issue is adequate and not excessive for the proposed purpose(s) thereof, (3) the 2021 Project proposed to be financed by the bonds are feasible, (4) the County's debt management procedures and policies are good and (5) such proposed revenue bonds can be marketed at a reasonable interest cost to the County; and

WHEREAS, the Commission has found and determined, based upon the information and evidence it has received, that the proposed financing will effectuate the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The Bond Order is hereby approved.

Section 2. The terms and provisions of the Master Indenture, the First Supplement and the District Interlocal Agreements, in substantially the forms submitted at this meeting, are hereby approved.

Section 3. The issuance of the Bonds by the County pursuant to the terms and provisions of the Master Indenture and the First Supplement for the purposes set forth above is hereby approved pursuant to the Act.

Section 4. The Bonds are hereby awarded to the Underwriters pursuant to the provisions of the Act and in accordance with the Purchase Agreement, subject to the approval of the County. The Commission hereby determines that such award and sale of the Bonds at rates that

will provide a true interest cost not to exceed 5.0% (as determined by the Commission) and in an aggregate principal amount not to exceed \$52,500,000, are in the best interests of the County.

Section 5. The Bonds shall mature on the dates and in the principal amounts as shall be provided in the First Supplement. The final maturity of any of the Bonds shall not exceed December 31, 2051.

Section 6. The distribution of the Preliminary Official Statement, in substantially the form submitted at this meeting, with such insertions and changes therein as may be approved by the Designated Assistant, is hereby authorized and the distribution of the final Official Statement relating to the Bonds, upon approval by the Medical Care Commission, is hereby approved.

Section 7. Subject to the limitations set forth in Section 4 of this resolution, the form of the Purchase Agreement as submitted at this meeting is hereby approved, and the Designated Assistant (as defined herein) is hereby authorized and directed to execute and to deliver on behalf of the LGC the Purchase Agreement in substantially the form submitted at this meeting, with any changes in the terms provided therein as may be appropriate to conform to the provisions of this resolution.

Section 8. The Secretary of the Commission or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution, and the Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the Purchase Agreement, including details of the Bonds, as shall be satisfactory to him or her, to approve the forms of other documents relating to the Bonds, to execute and deliver the Purchase Agreement and such other documents on behalf of the LGC and to provide for the execution and delivery of the Bonds in accordance with the Master Indenture, the First Supplement and the Purchase Agreement.

Section 9. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE FINANCING TEAM FOR THE STATE OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS

WHEREAS, The State of North Carolina (the "State") has requested that the North Carolina Local Government Commission ("LGC") approve the selection of the following financing team members for its Grant Anticipation Revenue Vehicle Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (collectively the "Bonds"):

Co-Bond Counsel:	Nexsen Pruet, PLLC The Francis Law Firm, PLLC
Financial Advisor:	Hilltop Securities Inc.
Disclosure Counsel:	Moore & Van Allen PLLC
Underwriters' Counsel	McGuireWoods LLP
Trustee/Registrar:	U.S. Bank National Association/(DTC)

WHEREAS, the State has further requested that the State Treasurer or his designees be delegated discretionary authority to select one or more underwriters for the Bonds.

WHEREAS, based upon the information and evidence received by the LGC, the LGC is of the opinion that the request by the State should be approved.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the above financing team is hereby approved for the Bonds. The State Treasurer and his designees, in their discretion, are hereby authorized to select such one or more underwriters for the Bonds, to make such designation among said one or more underwriters as the State Treasurer or his designees deem appropriate and to approve the underwriters' selection of counsel or co-counsel. The State Treasurer and his designees are hereby further authorized and empowered to negotiate, execute, approve and deliver any and all documents which they, in their discretion, deem necessary or appropriate to effectuate the selection of said one or more underwriters and their counsel for the Bonds.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Stephanie King, NCDOT Chief Financial Officer, gave a brief presentation about the GARVEE bonds.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE STATE OF NORTH CAROLINA FOR THE ISSUANCE OF THE STATE OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$300,000,000

WHEREAS, The State of North Carolina (the "State") has applied to the Local Government Commission of North Carolina ("LGC"), pursuant to The State and Local Government Revenue Bond Act, as amended (the "Revenue Bond Act"), for approval of the issuance of the State's Grant Anticipation Revenue Vehicle Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (collectively, the "Bonds"), in an aggregate principal amount not exceeding \$300,000,000, for the purpose of providing funds to (i) pay all or a portion of the cost of certain eligible federal aid highway projects identified by the State's Department of Transportation from time to time and (ii) pay certain expenses of issuing the Bonds (collectively the "Project"); and

WHEREAS, the Bonds will be issued pursuant to the terms and provisions of (i) N.C.G.S. §136-18 (12b), codified by Session Law 2005-403, as amended by Session Law 2010-165 and as further amended by Session Law 2020-91 (collectively, the "GARVEE Act"), (ii) the Revenue Bond Act, (iii) a Resolution adopted by the Council of State on August 3, 2021 (the "Resolution"), (iv) a Master Trust Indenture, dated as of October 1, 2007 (the "Master Indenture"), between the State and First-Citizens Bank & Trust Company, now succeeded by U.S. Bank National Association, as master trustee (the "Master Trustee") and (v) one or more Supplemental Trust Indentures, each proposed to be dated on or about September 1, 2021 (or such other date or dates as shall be determined by the State Treasurer), and each between the State and the Master Trustee (individually, a "Supplemental Indenture" and, collectively, the "Supplemental Indentures"); and

WHEREAS, based upon the information and evidence received in connection with such application, it is hereby determined and found that (1) such proposed revenue bond issue is necessary and expedient, (2) the proposed amount of such revenue bond issue is adequate and not

excessive for the proposed purpose(s) thereof, (3) the proposed Project is feasible, (4) the State's debt management procedures and policies are good and (5) such proposed revenue bonds can be marketed at a reasonable interest cost to the State.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application of the State for approval of the issuance of the Bonds pursuant to the GARVEE Act, the Revenue Bond Act, the Resolution, the Master Indenture and the Supplemental Indenture(s) in an aggregate principal amount not exceeding \$300,000,000 for the purposes set forth above is hereby approved.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following Resolution:

**RESOLUTION CONCERNING THE PUBLIC OR PRIVATE SALE OF THE STATE
OF NORTH CAROLINA GRANT ANTICIPATION REVENUE VEHICLE BONDS**

WHEREAS, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, authorizes the Local Government Commission of North Carolina (the "LGC") to sell revenue bonds at either public sale or private sale to any purchaser or purchasers thereof at such prices as the LGC determines to be in the best interest of the issuing unit, subject to approval of the governing board of the issuing unit or its designee;

WHEREAS, The State of North Carolina (the "State") plans to issue its Grant Anticipation Vehicle Revenue Bonds, with such additional descriptive information or such one or more other designation or designations as the State Treasurer shall determine (the "Bonds") in an aggregate principal amount not to exceed \$300,000,000 pursuant to a Master Trust Indenture, dated as of October 1, 2007 (the "Master Indenture") and one or more Supplemental Trust Indenture(s), each proposed to be dated on or about September 1, 2021 (or such other date or dates as shall be determined by the State Treasurer), and each between the State and the Master Trustee (individually, a "Supplemental Indenture" and, collectively, the "Supplemental Indentures").

WHEREAS, the State has requested the LGC to approve the sale of the Bonds at either public or private sale pursuant to any sale process selected by the State Treasurer or a Designated Assistant (as defined below) which they, in their discretion, deem necessary or appropriate to consummate the sale of the Bonds and that is in accordance with Section 159-123 of the General Statutes of North Carolina, as amended; and, if by private sale, to such one or more underwriters selected by the State Treasurer or a Designated Assistant in their discretion;

WHEREAS, the LGC desires to approve said request of the State and to approve the maximum principal amount, interest rate and purchase price of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The sale of the Bonds, containing the terms set forth in the Master Indenture and the respective Supplemental Indenture, at either public or private sale pursuant to any sale process selected by the State Treasurer or a Designated Assistant which they, in their discretion, deem necessary or appropriate to consummate the sale of the Bonds and that is in accordance with Section 159-123 of the General Statutes of North Carolina, as amended, is hereby approved, subject to the approval of the State Treasurer or a Designated Assistant as set forth below and satisfaction of the

conditions set forth below. If the Bonds are to be sold by private sale, such sale may be to such one or more underwriters selected by the State Treasurer or a Designated Assistant in their discretion (the "Underwriters").

Section 2. The aggregate principal amount of the Bonds shall not exceed \$300,000,000. The purchase price for the Bonds shall be approved by the State Treasurer or a Designated Assistant on the date of the sale of such Bonds and shall be set forth in one or more bond purchase agreements or such other certificates related to the Bonds as the State Treasurer or Designated Assistant, in their discretion, deem necessary or appropriate to evidence the purchase price of the Bonds. The Bonds may be sold in one or more series and at such price(s) as the State Treasurer or a Designated Assistant, in their discretion, deem necessary or appropriate; provided, however, if a private sale, the Bonds may be sold at a discount to the Underwriters at a price not to exceed 2.0% of the original principal amount of the Bonds.

Section 3. The Bonds shall bear interest as determined by the State Treasurer or a Designated Assistant. If the State Treasurer or a Designated Assistant determines that interest on any of the Bonds is to be computed at a fixed rate, that rate shall not exceed a true interest cost of 6.0% per annum, as determined by the LGC. If the State Treasurer or a Designated Assistant determines that interest on any of the Bonds is to be computed at a variable interest rate, the initial rate shall not exceed 12% per annum.

Section 4. The Bonds shall mature on the dates and in the principal amounts as shall be provided in the respective Supplemental Indenture. The final maturity of any Bond shall not exceed December 31, 2036.

Section 5. The LGC hereby determines that the sale of the Bonds in the manner, in the amount, at the rate and for the price as provided in this Resolution is in the best interest of the State, provided that such sale shall be approved by the State Treasurer or a Designated Assistant acting on behalf of the State.

Section 6. The State Treasurer and any Designated Assistant are hereby authorized to do any and all other acts, and to negotiate, approve and execute any and all documentation in connection with the sale, issuance or delivery of the Bonds which they, in their discretion, deem necessary or appropriate and in the best interest of the State and not inconsistent with the provisions of this resolution, including, without limitation, one or more bond purchase agreements, one or more preliminary official statements and one or more final official statements; and the execution and delivery of any and all such documents by the State Treasurer or a Designated Assistant shall constitute conclusive evidence of their approval thereof on behalf of the State.

Section 7. The State Treasurer or any Designated Assistant is hereby authorized to negotiate with one or more interest rate swap providers selected by the State Treasurer or any Designated Assistant and to enter into one or more International Swap Dealers Association, Inc. Master Agreements (including all related schedules and confirmations) with respect to all or any portion of the Bonds. Such interest rate swap agreements shall have such terms and provisions, including as to tenor, events of default, termination and the applicable rates of interest, as the State Treasurer or any Designated Assistant, in their sole discretion, may determine to be in the best interests of the State.

Section 8. The Secretary of the Commission or any Deputy Secretary is hereby appointed a Designated Assistant for all purposes of this Resolution.

Section 9. This Resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion that the following resolution:

“RESOLUTION APPROVING THE REQUEST OF THE TOWN OF LANDIS, NORTH CAROLINA TO FINANCE THE PROJECT WHICH CONSISTS OF THE REHABILITATION OF APPROXIMATELY 3,870 LINEAR FEET OF 8-INCH TERRA COTTA (CLAY) GRAVITY SEWERS AND 35 BRICK MANHOLES IN THE S.UPRIGHT STREET SEWER BASIN.

WHEREAS, the Town of Landis, North Carolina (the “Town”) has determined that it is necessary and expedient to help eliminate large quantities of inflow and infiltration in the basin as well as reduce operational and maintenance costs and higher treatment costs associated with maintaining older infrastructure. These improvements will provide the residents served by the project area with improved sewer lines and reliable sewer service for years to come.; and

WHEREAS, the Town of Landis filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$2,288,120 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9-0.

Mr. Bass made a motion that the following resolution:

“RESOLUTION APPROVING THE REQUEST OF THE TOWN OF SWEPSONVILLE, NORTH CAROLINA TO FINANCE THE PROJECT WHICH INCLUDES APPROXIMATELY 6,800 LINEAR FEET OF HEAVY CLEANING TO REMOVE SAND AND OTHER ACCUMULATED DEPOSITS WITHIN THE OUTFALL AND 6,800 LINEAR FEET OF CURED IN PLACE PIPE (CIPP) SANITARY SEWER REHABILITATION.

WHEREAS, the Town of Swepsonville, North Carolina (the “Town”) has determined that it is necessary and expedient to rehabilitate existing infrastructure to reduce infiltration and inflow (I/I).; and

WHEREAS, the Town of Swepsonville filed an application with the North Carolina Government Commission (the Commission) for approval of a Sewer Revolving Loan in the amount not exceed \$1,500,000 with the term of twenty (20) years at the rate established under this program for respective loan, State or Federal, is not to exceed 4%; and

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application for the approval of a water revolving loan for the Town is hereby approved.”

Secretary Marshall seconded the motion, and the foregoing was adopted by unanimous vote of 9-0.

MISCELLANEOUS – ACTION ITEMS:

Mr. Bass made a motion to adopt the following resolution:

“RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF DURHAM, NORTH CAROLINA FOR THE ISSUANCE OF A GENERAL OBLIGATION BOND”

WHEREAS, the County of Durham, North Carolina (the “County”) has requested that the Local Government Commission of North Carolina (the “Commission”) approve their selection of the following financing team members for the issuance of the County of Durham, North Carolina General Obligation Bond, Series 2021 (the “2021 Bond”):

Purchaser:	Bank of America, N.A.
Bond Counsel:	Parker Poe Adams & Bernstein LLP
Purchaser’s Counsel:	McGuireWoods, LLP
Financial Advisor:	DEC Associates, Inc.

WHEREAS, based upon the information and evidence received by the Commission, it is the opinion of the Commission that the request by the County should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the above financing team is hereby approved for the County’s 2021 Bond.

Secretary Marshall seconded the motion and the foregoing resolution was passed by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

“RESOLUTION CONCERNING THE PRIVATE SALE OF A GENERAL OBLIGATION BOND OF THE COUNTY OF DURHAM, NORTH CAROLINA”

WHEREAS, the application of the County of Durham, North Carolina (the “County”) requesting the approval by the Local Government Commission of North Carolina of the issuance of bonds under the following orders adopted by the Board of Commissioners of the County on August 8, 2016, and made effective on the affirmative vote of a majority of the qualified voters of the County at a referendum held on November 8, 2016, was formally approved by the Commission on October 4, 2016: (1) the order authorizing not exceeding \$90,870,000 School Bonds of the County of Durham, North Carolina, (2) the order authorizing not exceeding \$20,195,000 Community College Bonds of the County of Durham, North Carolina, (3) the order authorizing not exceeding \$44,725,000 Library Facilities Bonds of the County of Durham, North Carolina, and (4) the order authorizing not exceeding \$14,210,000 Museum Bonds of the County of Durham, North Carolina (collectively, the “Bond Orders”);

WHEREAS, the County wishes to issue the not to exceed \$50,000,000 County of Durham, North Carolina General Obligation Bond, Series 2021 (the “2021 Bond”) under the Bond Orders to pay (1) the costs of the projects described in Bond Orders and (2) the costs of issuing the 2021 Bond;

WHEREAS, Bank of America, N.A. (the “Purchaser”), has offered to purchase the 2021 Bond from the Commission on the terms and conditions provided below and in the form of the Bond Purchase and Advance Agreement dated on or about August 10, 2021 (the “Bond Purchase and Advance Agreement”) among the Commission, the County and the Purchaser;

WHEREAS, the County has requested the Commission to sell the 2021 Bond at private sale without advertisement in accordance with Article 4 of Chapter 159 of the General Statutes of North Carolina, as amended;

WHEREAS, the Commission desires to approve the request of the County that it sell the 2021 Bond at private sale without advertisement; and

WHEREAS, the Commission desires to accept the offer of the Purchaser to purchase the 2021 Bond substantially in the form of the Bond Purchase and Advance Agreement and on the terms and conditions provided below; and

NOW, THEREFORE, BE IT RESOLVED by the Commission:

Section 1. The sale of the 2021 Bond to the Purchaser at private sale without advertisement pursuant to the Bond Purchase and Advance Agreement and the bond resolution adopted by the Board on July 12, 2021 (the “Bond Resolution”) substantially in the form furnished to the Commission is hereby approved, such sale being subject to the approval of the Secretary of the Commission or a designated assistant of the Commission (the “Designated Assistant”) and satisfaction of the conditions provided below.

Section 2. The par amount of the 2021 Bond will not exceed \$50,000,000. The initial purchase price for the 2021 Bond will be approved by the Designated Assistant on the date of the sale of the 2021 Bond.

Section 3. The 2021 Bond will initially bear interest at a variable rate equal to the sum obtained by adding (a) the SIFMA Index plus (b) 0.25%. The rate of interest on the 2021 Bond will not exceed 20.00%. In no event will the rate of interest on the 2021 Bond exceed the maximum rate of interest permitted by applicable law.

Section 4. The 2021 Bond will have a final maturity of August 10, 2027 taking into account the term out provision as provided in the Bond Resolution.

Section 5. The Commission hereby determines that the sale of the 2021 Bond in the manner and for the price as provided in this resolution is in the best interest of the County, provided that such sale is approved by the County.

Section 6. The Secretary of the Commission, or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution. The Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the Bond Purchase and Advance Agreement, including details of the 2021 Bond, as satisfactory to him or her, to approve the forms of other documents relating to the 2021 Bond, to execute and deliver the Bond Purchase and Advance Agreement and such other documents on behalf of the Commission and to provide for the execution and delivery of the 2021 Bond in accordance with the Bond Order and the Bond Resolution.

Section 7. This Resolution is effective immediately on its passage.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

The Orange Water and Sewer Authority is requesting an increase of additional funds on a State Revolving Loan. The loan is for the replacement of about 300 LF of existing 12" asbestos cement (AC) pipe with Ductile Iron (DI) Pipe, replacement of about 500LF of 6" AC pipe along Cameron Court with a 6" DI pipe; reconnection of existing service connections and hydrants to the new pipe; and abandonment of approximately 1100LF of existing 12" AC pipe along the railroad tracks between Merritt Mill Road and Brewer Lane in Carrboro. The original loan was approved by the LGC on April 7, 2020. The Authority is requesting an increase of \$1,694,920 for a total loan amount of \$4,657,928. The increase is due to construction bids coming in higher than expected due to an increasing cost environment.

Secretary Marshall seconded the motion and the foregoing resolution was adopted by unanimous vote of 9-0.

Mr. Bass made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF WAKE FOR THE ISSUANCE OF A GENERAL OBLIGATION COMMUNITY COLLEGE BOND ANTICIPATION NOTE, SERIES 2021, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$171,900,000 AND AUTHORIZING THE PRIVATE SALE THEREOF

WHEREAS, the County of Wake, North Carolina (the "County") has heretofore applied to the North Carolina Local Government Commission (the "Commission") pursuant to the Local Government Bond Act, as amended, for approval of the issuance by the County of \$349,000,000 Community College Bonds (the "Community College Bonds") pursuant to a bond order adopted by the Board of Commissioners for the County on August 6, 2018, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 6, 2018;

WHEREAS, the Commission has approved the issuance of the Community College Bonds, and the County has heretofore issued its Community College Bond Anticipation Note, Series 2019B in a principal amount of \$171,900,000;

\$45,086,168 of Community College Bonds have heretofore been issued by the County to refinance a portion of the Community College Bond Anticipation Note, Series 2019B referenced above; no other Community College Bonds or bond anticipation notes in anticipation thereof have been issued;

WHEREAS, the County has applied to the Commission for the issuance of not exceeding a new General Obligation Community College Bond Anticipation Note in an amount not to exceed \$171,900,000 to be sold at private sale to STI Institutional & Government, Inc., pursuant to a Note Purchase and Advance Agreement, to be dated as of August 1, 2021 (the "2021 Note Purchase Agreement"), among the County, the Commission and STI Institutional & Government, Inc.;

WHEREAS, under the arrangement proposed to the Commission, STI Institutional & Government, Inc. will purchase one note designated “General Obligation Community College Bond Anticipation Note, Series 2021” (the “Series 2021 Note”) that will increase in principal amount from time to time, up to \$171,900,000, such increases to be in the amount of advancements made by STI Institutional & Government, Inc. to the County under the 2021 Note Purchase Agreement to finance costs of projects for which the Community College Bonds are authorized (and the principal amount to decrease to the extent that the principal amount advanced by STI Institutional & Government, Inc. under the 2021 Note Purchase Agreement is repaid by the County);

WHEREAS, the 2021 Note Purchase Agreement and the resolution adopted by the Board of Commissioners authorizing the issuance of the Series 2021 Note will provide that the County shall maintain records for each advance showing that the amounts expended on the projects for which the Community College Bonds are authorized, do not exceed the aggregate principal amount of the Community College Bonds in anticipation of which the Series 2021 Note is being issued, and contains further provisions for the amount so expended to be reported to the Commission; and

WHEREAS, there has been prepared the form of the 2021 Note Purchase Agreement, and such form has been reviewed by the staff of the Commission;

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission:

Section 1. The application of the County of Wake, North Carolina (the “County”) for the issuance of the Series 2021 Note in an amount not to exceed \$171,900,000 for the purposes set forth above is hereby approved pursuant to Article 9 of the Local Government Finance Act, as amended. The Series 2021 Note shall bear interest at a variable interest rate (not exceeding 22%) computed as provided in the 2021 Note Purchase Agreement and the resolution of the Board of Commissioners for the County authorizing the issuance of the Series 2021 Note. The Series 2021 Note shall have a maturity date of April 1, 2026, such date subject to extension as provided in the 2021 Note Purchase Agreement and the resolution of said Board of Commissioners authorizing the issuance of the Series 2021 Note.

Section 2. The Commission hereby approves the 2021 Note Purchase Agreement in substantially the form presented to the Commission. The Series 2021 Note shall be sold to STI Institutional & Government, Inc. pursuant to the 2021 Note Purchase Agreement. The Series 2021 Note shall increase in principal amount as the advances are made to the County pursuant to the 2021 Note Purchase Agreement.

Section 3. The Commission hereby approves the following members of the finance team in connection with the issuance of the Series 2021 Note:

Bond Counsel:	Womble Bond Dickinson (US) LLP
Purchaser:	STI Institutional & Government, Inc.
Purchaser’s Counsel:	Moore & Van Allen, PLLC
Financial Advisor:	First Tryon Advisors

Section 4. The Secretary of the Commission or any Deputy Secretary is hereby appointed the Designated Assistant of the Commission for the purpose of this resolution, and the Designated Assistant is hereby authorized and directed, within the terms and conditions of this resolution, to approve such changes to the 2021 Note Purchase Agreement, as shall be satisfactory to him or her, to approve the forms of other documents relating to the Series 2021 Note, to execute and deliver the 2021 Note Purchase Agreement and such other documents on behalf of the Commission and to

provide for the execution and delivery of the Series 2021 Note in accordance with the resolution adopted by the Board of Commissioners and the 2021 Note Purchase Agreement.

Section 5. This resolution shall be effective immediately upon its passage.

Secretary Marshall seconded the motion and the foregoing resolution was passed by unanimous vote of 9-0.

MISCELLANEOUS – NON-ACTION ITEMS:

The County of Washington has negotiated a rate modification with Branch Banking Truist Company to its existing, directly held, tax exempt, Water Revenue Bond, Series 2013A and 2013B 7/13/2021 (modification date)

Date Issued	Original Amount	Remaining Amount	Previous Rate	New Rate	Interest Saving	Maturity Date
8/6/2013	\$5,000,000	\$3,427,000	3.89%	2.09%	\$434,522.03	6/1/2033

Mr. Munn made a motion to adopt the following:

- 1) a resolution to approve a financing contract for the Town of Robersonville, (**SEE EXHIBIT 1: ROBERSONVILLE RESOLUTION**);
- 2) a budget amendment for the Town of Robersonville, (**SEE EXHIBIT 2: ROBERSONVILLE BUDGET AMENDMENT**); and
- 3) a resolution to ratify a contract for the Town of Kingstown, (**SEE EXHIBIT 3: KINGSTOWN RESOLUTION**).

Mr. Padgett seconded the motion and the foregoing were adopted by unanimous vote of 9-0.

Mr. Padgett made a motion to adopt the following resolution:

SEE EXHIBIT 4: WILKESBORO RESOLUTION

Auditor Wood seconded the motion, and the foregoing was adopted by unanimous vote of 9 -0.

Mr. Bass made a motion to enter a closed session pursuant to General Statute 143-318.11(a)(1) to discuss a matter made confidential by G.S. 132-1.4. Mr. Munn seconded the motion which was adopted by unanimous vote. The members went into closed session at 3:55 p.m. No official action was taken during the closed session.

At 4:34 p.m., the members returned to open session.

Auditor Wood made a motion to adjourn the meeting. Mr. Bass seconded the motion which passed by unanimous vote. The meeting adjourned at 4:37 p.m.

The next regularly scheduled meeting of the North Carolina Local Government Commission will be held on September 14, 2021 at 1:30 p.m.

* * * * *

I, Sharon Edmundson, Secretary of the North Carolina Local Government Commission, CERTIFY that the foregoing is a true and correct extract from minutes of a meeting of the North Carolina Local Government Commission duly called and held on August 3, 2021 and sets forth so much of said minutes as in any way relates to the introduction, consideration and passage of the resolutions herein set forth.

WITNESS my hand at Raleigh, this 3rd day of August 2021.

Sharon Edmundson, Secretary of the
Local Government Commission of North Carolina

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER



Dale R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

LOCAL GOVERNMENT COMMISSION
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
SHARON EDMUNDSON, DEPUTY TREASURER

**Town of Robersonville
Update August 3, 2021**

Robersonville Staff updates –

- Town Manager – JP Duncan began work on July 12, 2021
- Finance Officer - Angela Bagley begins work on August 9, 2021
- Hired 2 full time A/P clerks
- New Captain for Rescue Department (internal promotion)
- Police chief resigned effective July 7, 2021. Town will be recruiting for a new police chief.
- Hiring of additional Utility Laborer

Robersonville Utilities –

- Town is in the process of purchasing the new bucket truck for their electric department. This purchase was approved in the 2021-2022 budget ordinance. The truck is being financed through KS Bank who finances all the Town's vehicle and equipment purchases. The financing documents include a requirement for a Governing Board resolution. This resolution is provided today for formal LGC approval.
- Proposed budget amendment - Town will draw down part of their approved DEQ Emergency Operating Grant (VUR) to provide a cost study for their utility funds. They have hired an engineering firm to assist them with their study & analysis.

Robersonville Fiscal Accountability Agreement is being developed by LGC staff and Robersonville Town management to set strategic goals for the Town in preparation of the eventual exit by LGC. The document will be shared with the LGC once we have completed our work. The Secretary to the Commission, the Town's Manager, Finance Officer, and the entire governing board will all sign this document.

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of July 26, 2021, between KS StateBank (Obligee) and Town of Robersonville, North Carolina (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on August 3, 2021 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of July 26, 2021, between Town of Robersonville, North Carolina (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): James P. Duncan, Town Manager

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: Dale R. Folwell, CPA, NC State Treasurer and Chairman of the Local Government Commission

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: Sharon G. Edmundson, Secretary of the Local Government Commission

(Printed Name of individual who signed directly above)

GOVERNMENT OBLIGATION CONTRACT

Obligor

Town of Robersonville, North Carolina
114 South Main Street
Robersonville, North Carolina 27871

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of July 26, 2021

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligor as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit H. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Oblgee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Oblgee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Oblgee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Oblgee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Oblgee hereunder have been received, Oblgee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblgee then Oblgee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblgee as provided herein and conveyed to Oblgee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblgee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblgee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblgee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblgee, then Oblgee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblgee with a certificate of Insurance which lists the Oblgee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblgee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblgee from liability and property damage in any form and amount satisfactory to Oblgee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblgee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblgee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblgee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblgee or its assignees. Obligor shall furnish to Oblgee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblgee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblgee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblgee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Oblgee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblgee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblgee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblgee such documents as Oblgee may request to evidence the passage of legal title to the Equipment to Oblgee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblgee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Oblgee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblgee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblgee. All of Oblgee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblgee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblgee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of July 26, 2021, between KS StateBank (Obligee) and Town of Robersonville, North Carolina (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Versalift VN-555-MHI Bucket Truck

Physical Address of Equipment after Delivery : 301 S. Broad St., Robersonville, NC 27871

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of July 26, 2021, between KS StateBank (Obligee) and Town of Robersonville, North Carolina (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$215,902.00
Total Number of Payments:	Seventy-Two (72)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$3,361.66	\$0.00	\$3,361.66	Not Available
2	26-Aug-21	\$3,361.66	\$699.27	\$2,662.39	Not Available
3	26-Sep-21	\$3,361.66	\$690.51	\$2,671.15	Not Available
4	26-Oct-21	\$3,361.66	\$681.72	\$2,679.94	\$213,470.76
5	26-Nov-21	\$3,361.66	\$672.90	\$2,688.76	\$210,537.82
6	26-Dec-21	\$3,361.66	\$664.06	\$2,697.60	\$207,598.99
7	26-Jan-22	\$3,361.66	\$655.18	\$2,706.48	\$204,654.26
8	26-Feb-22	\$3,361.66	\$646.28	\$2,715.38	\$201,703.61
9	26-Mar-22	\$3,361.66	\$637.35	\$2,724.31	\$198,747.04
10	26-Apr-22	\$3,361.66	\$628.38	\$2,733.28	\$195,784.53
11	26-May-22	\$3,361.66	\$619.39	\$2,742.27	\$192,816.07
12	26-Jun-22	\$3,361.66	\$610.37	\$2,751.29	\$189,841.65
13	26-Jul-22	\$3,361.66	\$601.32	\$2,760.34	\$186,861.26
14	26-Aug-22	\$3,361.66	\$592.23	\$2,769.43	\$183,874.88
15	26-Sep-22	\$3,361.66	\$583.12	\$2,778.54	\$180,882.50
16	26-Oct-22	\$3,361.66	\$573.98	\$2,787.68	\$177,884.11
17	26-Nov-22	\$3,361.66	\$564.81	\$2,796.85	\$174,879.70
18	26-Dec-22	\$3,361.66	\$555.61	\$2,806.05	\$171,869.26
19	26-Jan-23	\$3,361.66	\$546.38	\$2,815.28	\$168,852.77
20	26-Feb-23	\$3,361.66	\$537.11	\$2,824.55	\$165,830.22
21	26-Mar-23	\$3,361.66	\$527.82	\$2,833.84	\$162,801.60
22	26-Apr-23	\$3,361.66	\$518.50	\$2,843.16	\$159,766.90
23	26-May-23	\$3,361.66	\$509.14	\$2,852.52	\$156,726.11
24	26-Jun-23	\$3,361.66	\$499.76	\$2,861.90	\$153,679.21
25	26-Jul-23	\$3,361.66	\$490.34	\$2,871.32	\$150,626.19
26	26-Aug-23	\$3,361.66	\$480.89	\$2,880.77	\$147,567.04
27	26-Sep-23	\$3,361.66	\$471.42	\$2,890.24	\$144,501.74
28	26-Oct-23	\$3,361.66	\$461.91	\$2,899.75	\$141,430.29
29	26-Nov-23	\$3,361.66	\$452.37	\$2,909.29	\$138,352.67
30	26-Dec-23	\$3,361.66	\$442.80	\$2,918.86	\$135,268.87
31	26-Jan-24	\$3,361.66	\$433.19	\$2,928.47	\$132,178.87
32	26-Feb-24	\$3,361.66	\$423.56	\$2,938.10	\$129,082.67
33	26-Mar-24	\$3,361.66	\$413.89	\$2,947.77	\$125,980.25
34	26-Apr-24	\$3,361.66	\$404.19	\$2,957.47	\$122,871.60
35	26-May-24	\$3,361.66	\$394.46	\$2,967.20	\$119,756.71
36	26-Jun-24	\$3,361.66	\$384.70	\$2,976.96	\$116,635.56

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of July 26, 2021, between KS StateBank (Obligee) and Town of Robersonville, North Carolina (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	26-Jul-24	\$3,361.66	\$374.91	\$2,986.75	\$113,508.14
38	26-Aug-24	\$3,361.66	\$365.08	\$2,996.58	\$110,374.44
39	26-Sep-24	\$3,361.66	\$355.22	\$3,006.44	\$107,234.45
40	26-Oct-24	\$3,361.66	\$345.33	\$3,016.33	\$104,088.15
41	26-Nov-24	\$3,361.66	\$335.40	\$3,026.26	\$100,935.53
42	26-Dec-24	\$3,361.66	\$325.45	\$3,036.21	\$97,776.58
43	26-Jan-25	\$3,361.66	\$315.46	\$3,046.20	\$94,611.29
44	26-Feb-25	\$3,361.66	\$305.44	\$3,056.22	\$91,439.64
45	26-Mar-25	\$3,361.66	\$295.38	\$3,066.28	\$88,261.62
46	26-Apr-25	\$3,361.66	\$285.29	\$3,076.37	\$85,077.22
47	26-May-25	\$3,361.66	\$275.17	\$3,086.49	\$81,886.42
48	26-Jun-25	\$3,361.66	\$265.02	\$3,096.64	\$78,689.22
49	26-Jul-25	\$3,361.66	\$254.83	\$3,106.83	\$75,485.59
50	26-Aug-25	\$3,361.66	\$244.61	\$3,117.05	\$72,275.53
51	26-Sep-25	\$3,361.66	\$234.35	\$3,127.31	\$69,059.02
52	26-Oct-25	\$3,361.66	\$224.06	\$3,137.60	\$65,836.05
53	26-Nov-25	\$3,361.66	\$213.74	\$3,147.92	\$62,606.61
54	26-Dec-25	\$3,361.66	\$203.38	\$3,158.28	\$59,370.68
55	26-Jan-26	\$3,361.66	\$192.99	\$3,168.67	\$56,128.26
56	26-Feb-26	\$3,361.66	\$182.57	\$3,179.09	\$52,879.32
57	26-Mar-26	\$3,361.66	\$172.11	\$3,189.55	\$49,623.86
58	26-Apr-26	\$3,361.66	\$161.61	\$3,200.05	\$46,361.86
59	26-May-26	\$3,361.66	\$151.09	\$3,210.57	\$43,093.31
60	26-Jun-26	\$3,361.66	\$140.52	\$3,221.14	\$39,818.20
61	26-Jul-26	\$3,361.66	\$129.93	\$3,231.73	\$36,536.51
62	26-Aug-26	\$3,361.66	\$119.29	\$3,242.37	\$33,248.23
63	26-Sep-26	\$3,361.66	\$108.63	\$3,253.03	\$29,953.34
64	26-Oct-26	\$3,361.66	\$97.92	\$3,263.74	\$26,651.84
65	26-Nov-26	\$3,361.66	\$87.18	\$3,274.48	\$23,343.71
66	26-Dec-26	\$3,361.66	\$76.41	\$3,285.25	\$20,028.93
67	26-Jan-27	\$3,361.66	\$65.60	\$3,296.06	\$16,707.49
68	26-Feb-27	\$3,361.66	\$54.76	\$3,306.90	\$13,379.38
69	26-Mar-27	\$3,361.66	\$43.88	\$3,317.78	\$10,044.59
70	26-Apr-27	\$3,361.66	\$32.96	\$3,328.70	\$6,703.10
71	26-May-27	\$3,361.66	\$22.01	\$3,339.65	\$3,354.90
72	26-Jun-27	\$3,361.66	\$11.03	\$3,350.63	\$0.00

Town of Robersonville, North Carolina

Signature

James P. Duncan, Town Manager

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of July 26, 2021, between KS StateBank (Obligee) and Town of Robersonville, North Carolina (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit G attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Town of Robersonville, North Carolina

Signature

James P. Duncan, Town Manager

Printed Name and Title

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER



Dale R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

LOCAL GOVERNMENT COMMISSION
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
SHARON EDMUNDSON, DEPUTY TREASURER

**Town of Robersonville
Request for Budget Amendment
For Fiscal Year Ending June 30, 2022**

SEWER FUND	ACCOUNT #	ORIGINAL BUDGET including amendments	AMENDMENT	AMENDED BUDGET
ESTIMATED REVENUES				
DEQ Emergency Operating Grant	32-382-000	0	3,500.00	3,500.00
APPROPRIATIONS				
Contracted Services	32-660-099	0	(3,500.00)	(3,500.00)
Total Increase (Decrease) in Expenditures			\$ -	
Justification for Budget Amendment:				
Adding revenue and corresponding expenditure from DEQ Emergency Operating Grant funds for 1. a review of the Utility Service management agreement between the Town of Robersonville and Envirolink, Inc., 2. estimate costs for in-house operation of the wastewater collection system and Wastewater Treatment Plant. 3. Submit a Memo letter and comparison table to the Town.				
Approved by Board			Date	

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER



Dale R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

LOCAL GOVERNMENT COMMISSION
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
SHARON EDMUNDSON, DEPUTY TREASURER

**RESOLUTION TO APPROVE AND RATIFY
A SERVICES CONTRACT
BETWEEN THE TOWN OF KINGSTOWN AND
PSW SERVICES, INCORPORATED**

WHEREAS, on December 1, 2020, the North Carolina Local Government Commission (the "Commission") impounded the books and assumed control of the financial affairs of the Town of Kingstown (the "Town"); and

WHEREAS, the Town's Mayor and PSW Services, Incorporated ("PSW") entered into a contract effective on July 1, 2021 wherein PSW agreed to provide curbside garbage collection and disposal for the Town for the period beginning July 1, 2021 and ending June 30, 2022 (the "Contract"); and

WHEREAS, as required by G.S. Chapter 159, Article 3, the Town's FY 2021-22 Budget Ordinance (the "Budget Ordinance") includes an appropriation for the expenditures required for the Contract and the Contract was properly pre-audited by the Town Finance Officer; and

WHEREAS, Section 10 of the Town's Budget Ordinance grants the Secretary of the Commission and the Town Finance Officer authority to execute any contract necessary for expending appropriations from all Town funds; and

WHEREAS, the Commission desires that the Contract be enforceable for the current fiscal year.

NOW THEREFORE, be it resolved, to give full force and effect to the Contract, the Commission hereby approves and ratifies the Contract, to be effective retroactively as of July 1, 2021, as if it had been executed by the Secretary of the Commission under the authority of the Budget Ordinance adopted by the Commission on June 22, 2021 on behalf of the Town.

I, Sharon G. Edmundson, Secretary of the North Carolina Local Government Commission,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of the resolution



LOCAL GOVERNMENT COMMISSION
STATE AND LOCAL GOVERNMENT
FINANCE DIVISION

SHARON EDMUNDSON
DEPUTY TREASURER

adopted by the North Carolina Local Government Commission at its meeting held on August 3, 2021.

WITNESS my hand this 3rd day of August 2021.

Sharon G. Edmundson, Secretary

North Carolina Local Government Commission

**Town of Kingstown
2014 Kingston Road
Kingstown, NC 28150
And
PSW Services, Incorporated
Contract**

This agreement is entered into by and between the Town of Kingstown, (First Party) and PSW Services, Incorporated (Second Party). The term of this agreement shall begin on the 1st day of July 2021 and shall continue through its termination date of June 30, 2022.

The specific terms of this agreement are as follows:

- 1. The Second Party agrees to provide curbside garbage pickup and disposal to residential and business customers inside the city limits of Kingstown, North Carolina at least once per week, unless other arrangements are approved by the First Party.**
- 2. The Second Party agrees to provide proof of liability insurance in the amount of \$1,000,000 and agrees to indemnify and hold harmless the First Party of all claims, losses, expenses, fees, including attorney fees, costs, and judgements that might arise or asserted against the First Party from the acts or omissions of the Second Party, its owners, employees or agents.**
- 3. The First Party shall pay a sum of \$2,887.51 monthly plus the cost of dumping fees to cover the above services.**
- 4. It is generally understood that if for any reason this contract should need to be dissolved, The party requesting dissolution shall provide a written notice of intent to dissolve to the other party no less than sixty (60) days prior to dissolution of this agreement.**

**Town of Kingstown
2014 Kingston Road
Kingstown, NC 28150
And
PSW Services, Incorporated
Contract**

Jessie Parrish

Signature - PSW Services, Inc

Janet L. Gerald

Signature - Mayor, Kingstown

Jessie Parrish

Printed Name

Janet L. Gerald

Printed Name

7-12-21

Date

7-14-2021

Date

Ann Cutler

**Signature - Finance Officer
Kingstown**

*Ann Cutler
7-14-21*

Printed Name

7-14-21

Date

Town Seal

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

*Ann Cutler, FO
7/14/21*



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

A handwritten signature in cursive script, reading "Dale R. Folwell, CPA".

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER
SHARON EDMUNDSON
DEPUTY TREASURER

**RESOLUTION REQUIRING THE TOWN OF WILKESBORO TO CONTRACT
WITH AN OUTSIDE ENTITY OR ENTITIES TO ENSURE COMPLIANCE WITH
THE BUDGET AND FISCAL CONTROL REQUIREMENTS OF CHAPTER 159 OF
THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, the staff of the Local Government Commission (the "Commission") has advised officers and the Governing Body of the Town of Wilkesboro (the "Town") of their responsibilities for compliance with budget and fiscal control practices, standards and laws; and

WHEREAS, the staff of Commission notified the Town and its officers, and its Governing Body in a letter dated January 3, 2020, of its failure to comply with the provisions of the Local Government Budget and Fiscal Control Act, North Carolina General Statutes (G.S.), Chapter 159, Article 3, specifically G.S. 159-34(a) which requires that each unit of local government and public authority have its accounts audited as soon as possible after the close of each fiscal year and that the finance officer file a copy of the audit report with the Secretary of the Commission. The due date established by the Commission staff for filing the audit report with the Secretary is October 31 each year, with a grace period extension to December 1; and

WHEREAS, an annual audit report provides essential information on the financial condition of the Town to its officers, Governing Body, its creditors and grantors, and citizens; and

WHEREAS, the Commission adopted a Resolution on November 10, 2020 recommending the Town's finance officer use the authority provided under North Carolina General Statute 159-25(a)(9) as needed to contract with outside entities, including certified public accountants in good standing with the North Carolina State Board of Certified Public Accountant Examiners, bookkeeping firms, councils of government, and other units of government, to ensure fulfillment of certain duties of the finance officer and to ensure that the 2018 and 2019 annual audits were completed and filed as required; and

WHEREAS, the Town did provide a response and subsequently submitted its 2018 audit on December 1, 2020, more than two years after its due date; and

WHEREAS, the Town's independent Auditor informed the Commission at its June 1, 2021 meeting that the 2019 audit could be submitted by early-July 2021, and the Assistant Town Manager and Finance Director stated the 2020 audit could be finished by the end of August 2021; and

WHEREAS, the annual audit reports for the Town for fiscal years ended June 30, 2019 and 2020 have not been received by the Secretary of the Commission as of the date of this Resolution; and

WHEREAS, the Town has revised the estimated completion dates of the 2019 audit to the end of August 2021 with no estimated completion date for the 2020 audit; and

WHEREAS, this represents a similar pattern of promise and failure to meet stated deadlines and statutory obligations as previously demonstrated by the Town regarding its 2018 audit; and

WHEREAS, by the authority given under N.C.G.S. 159-25 (e), the Commission may require any local government or public authority to contract with outside entities in accordance with the terms of subdivision (9) of subsection (a) of the section if the local government or public authority has received a unit letter from the Commission due to a deficiency in complying with Chapter 159 of North Carolina General Statutes.

NOW, THEREFORE, the Commission directs its Secretary,

1. To deliver to the Town, its officers, and its Governing Body this Resolution pursuant to the provisions of N.C.G.S. Chapter 159; and
2. To require that the Town hire additional outside entity or entities, within 30 days of the date of this Resolution, to assist the Town in preparing its books and financial statements for audit; and
3. To notify the Town, its officers, and its Governing Body that the Commission expects a response not later than 30 days from the date of this Resolution that (a) confirms that the Town has hired additional outside entity or entities and (b) reports the name(s) of the entity(ies) retained and the timeline for completing the work required to prepare its books for audit; and
4. To take whatever additional steps need to be taken to complete the outstanding audits as soon as possible; and
5. To present to the Commission at its September 14, 2021 meeting the expected and realistic timeline for completion of the 2019 and 2020 audits, as well as the 2021 audit which will be due October 31, 2021; and
6. To notify the Town, its officers, and its Governing Body to open its offices and accounting records to the Commission's staff and cooperate with staff as they work to verify that actions required by this Resolution have in fact been taken; and
7. To report to the Commission any failure of the Town to comply with the requirements in this Resolution or with the requirements of Chapter 159 of the General Statutes of North Carolina.

Failure to comply with this notice may result in the enforcement of North Carolina G.S. 159-181(c) under which the Commission may assume control of the Town's financial affairs.

NCGS 159-25 Enforcement
Town of Wilkesboro
August 3, 2021
Page 3

I, Sharon G. Edmundson, Secretary of the North Carolina Local Government Commission, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the
North Carolina Local Government Commission at its meeting held on August 3, 2021.

WITNESS my hand this 3rd day of August 2021.

Sharon G. Edmundson, Secretary
North Carolina Local Government Commission