BOARD OF COMMISSIONERS PUBLIC HEARINGS AND REGULAR MEETING AUGUST 19, 2024 5:00 PM

Bryant H. Womack Justice & Administration Building 4O Courthouse Street Columbus, NC 28722

1. Public Hearing

   A. Call to Order the Public Hearing - Chairman Yoder. The purpose of the public hearing is to take public comment on the proposed new road name, Blue Ridge Trail. The public hearing was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjoun Public Hearing

2. Call to Order the Regular Meeting - Chairman Yoder.

3. Invocation - Chairman Yoder.

4. Pledge of Allegiance - Commissioner Moore.

5. Approval of Agenda

   A. Items may be added or removed at this time.

6. Consent Agenda

   A. Approval of the July 22, 2024 Regular Meeting Minutes.

   B. Schedule a public hearing to take public comments on FY 2026 NCDOT Section 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding Community Transportation Grants for Monday, September 16, 2024, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   C. Vaya Health Quarterly Financial Reports for the period ending June 30, 2024.

   D. Sheriffs Department Activity Report for June and July 2024.

7. Citizen Comments on Agenda Items.

8. Regular Agenda Items

A. Polk County Schools - Brandon Schweitzer, Ed. D., Director of Operations Public School Building Repair & Renovation Fund (PSBRRF) NC Education Lottery Requests in the amount of $246,671.94.
Local Government Request for Capital Reserve Transfer in the amount of $160,631.

B. Animal Cruelty Investigators Program Updates - Margo Savage and Patti Lovelace.

C. Polk County Library Policy Updates - Marcie Dowling, Director.

D. Approval of proposed new road name, Blue Ridge Trail (Off SR 1135 Skyuka Rd) Columbus Township.

E. Proposed Easement from Polk County Government to Steps to Hope, Inc. - Attorney Berg.

F. Skyrunner/North Carolina Department of Information Technology (NCDIT) Completing Access to Broadband (CAB) Program Memorandum of Understanding (MOU) Budget Amendment - Manager Pittman.

G. Board appointments to the Foothills Humane Society Board of Directors.

9. Citizen Comments on Non-Agenda Items.

10. Volunteer Board Applications

    A. Applications for Consideration: Animal Control Board - Anita Williamson. Animal Cruelty Investigators - Taylor Lampert, Sarah McDonald, Jeanne Peters, Paula Spinale. Board of Adjustment - Paul Weidman. FRAC Committee - Pat Linnon. Harmon Field Board of Supervisors - Warren Watson. Mental Health Advisory Board - Lora Collier. Recreation Advisory Board - Graham Caparulo, Amy Emery, Hannah O'Brien.

11. Commissioner Comments.

12. Adjournment



NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m. on Monday, August 19, 2024, in the Bryant H. Womack Justice & Administration Building, located at 40 Courthouse Street, Columbus, NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on the proposed new road name to be adopted in Polk County:

Blue Ridge Trail (Off SR 1135 Skyuka Rd) Township: Columbus

For additional information about this Public Hearing, contact the County Manager's office at (828) 894-3301.

Kristy A. Tipton
Clerk to the Board of Commissioners

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
July 22, 2024 - 5:00 PM
Regular Meeting
Bryant H. Womack Justice & Administration Building
40 Courthouse Street
Columbus, NC 28722
MINUTES

Present: Chairman Yoder, Commissioner Beiler, Commissioner Moore, and Commissioner Overholt. Also in attendance were County Manager Pittman, County Attorney Berg, Acting Clerk to the Board Ange' HIgh, media, and citizens.

Absent: Vice-Chairman Melton.

1. Call to Order the Regular Meeting - Chairman Yoder.

2. Clerk Appointment - Chairman Yoder

   Commissioner Moore moved to appoint Ange' High as the acting temporary clerk until Clerk Tipton returns, seconded by Commissioner Beiler and the motion carried unanimously.

3. Invocation - Commissioner Overholt.

4. Pledge of Allegiance - Commissioner Moore.

5. Approval of Agenda

   A. Items may be added or removed at this time.

   Commissioner Beiler moved to approve the agenda as presented, seconded by Commissioner Overholt and the motion carried unanimously.

6. Consent Agenda

   A. Approval of June 17, 2024, Regular Meeting Minutes.

   B. Schedule a public hearing for proposed new road name to be considered on Monday, August 19, 2024 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   C. Approve the Animal Control Budget Amendment in the amount of $143,620. (Foothills Humane Society Agreement approved after the Budget Ordinance was passed, but was budgeted in Non-Dept while being negotiated)

   D. Approve the Purchase Order request for Republic Services, Inc. by the Polk County Landfill in the amount of $1,600,000 for trash hauling and disposal

per contract approved 6/17/24.

E. Tax Refund Request through July 16, 2024, in the amount of $2,121.65.

F. Declare five Health and Human Services (HHSA) vehicles as surplus to be sold electronically through Govdeals (detailed list enclosed).

Commissioner Overholt moved to approve the Consent Agenda, seconded by Commissioner Moore and the motion carried unanimously.

7. Citizen Comments on Agenda Items.

There were none.

8. Regular Agenda Items

A. Designation of a voting delegate for the Annual Business Session on Saturday, August 10, 2024, at 2:00 pm to be held during the 117th Annual Conference of the North Carolina Association of County Commissioners in Forsyth County.

Commissioner Moore moved to appoint Chairman Yoder as the voting delegate, seconded by Commissioner Beiler and the motion carried unanimously.

B. Southern Health Partners Agreement with Polk County Detention Center - Sheriff Wright.

Sheriff Wright said they were forced to explore other options for the inmates' healthcare needs. Southern Health was the lowest of the two bidders. Manager Pittman stated the funding is already included in the budget.
Commissioner Beiler moved to approve the agreement between Southern Health Partners and Polk County Detention Center, seconded by Commissioner Moore and the motion carried unanimously.

C. Sheriff's Department Budget Amendment to pay overtime for officers to patrol the Green River Cove area. - Sheriff Wright.

Sheriff Wright said the Green River residents have complained about the excess traffic and littering during the summer months. He is requesting an increase in Sheriff's Department salaries to cover the expense of extra patrols in this area on the weekends during the summer. Chairman Yoder thanked the Sheriff for initiating the litter clean-up by the inmates in the county. The Sheriff requested that residents let them know about areas that may need litter picked up.
Commissioner Overholt moved to approve the Budget Amendment to use contingency to increase the Sheriff Department salaries by $12,828 for additional summer weekend patrolling in the Green River Cove Area, seconded by Commissioner Beiler and the motion carried unanimously.

D. Agreement for Ambulance Services between Polk County EMS and National HealthCare Corporation (NHC) - Michael Crater, EMS Director.

Mr. Crater said White Oak Manor is changing ownership and is requesting approval of the Ambulance Services Agreement between Polk County EMS and

the new owner. He said Attorney Berg has reviewed the agreement. Commissioner Moore moved to approve the assignment of the agreement for ambulance services, by and between the County of Polk, operating as Polk County EMS, and White Oak Manor dated January 1, 2001, to NHC HealthCare/Tryon, LLC, seconded by Commissioner Beiler and the motion carried unanimously.

E. E911 Renovation Grant Project and Budget Discussion - County Manager Pittman. James R. Stumbo, Stewart - Cooper - Newell Architects, and Jacob Benson, Harper General Contractors are available for questions.

Manager Pittman stated that despite implementing value engineering measures, the 911 Communication Center Renovation Project has experienced a 30% increase in capital costs due to rising construction costs statewide. He noted that this aligns with similar cost increases observed across various construction projects throughout the state and asked the Board to consider the included budget amendment.
Commissioner Beiler moved to approve the Budget Amendment to use general fund balance to increase the 911 Capital Project by $550,155 and approve the amendment to the 911 Grant Project Budget Ordinance, increasing the Building Improvement line to $3,867,461, the CMAR Guaranteed Maximum Price (GMP), and to give the County Manager signatory authority for the amendment to the CMAR agreement to include the GMP and associated changes, seconded by Commissioner Overholt and the motion carried unanimously.

9. Citizen Comments on Non-Agenda Items.

   There were none.

10. Commissioner Comments.

    The Commissioners collectively thanked everyone for attending the meeting. They also thanked the Sheriff for his leadership and all emergency services.

11. Adjournment

    Commissioner Moore moved to Adjourn, seconded by Commissioner Beiler and the motion carried unanimously.

Attest:

Kristy A Tipton
Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

August 19, 2024

AGENDA ITEM # 6.B

Schedule a public hearing to take public comments on FY 2026 NCDOT Section 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding Community Transportation Grants for Monday, September 16, 2024, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

August 19, 2024

AGENDA ITEM # 6.C

Vaya Health Quarterly Financial Reports for the period ending June 30, 2024.

ATTACHMENTS

1. Q4 2024 County Commissioner Quarterly Report Cover Letter
2. Vaya Health Fiscal Monitoring Report - June 30, 2024 - Preliminary - Unaudited
3. Vaya Health Spendable Cash - June 30, 2024 - Preliminary - Unaudited

Vaya Health
200 Ridgefield Court, Suite 206
Asheville, NC 28806
1-800-893-6246
www.vayahealth.com

July 31, 2024

RE: Vaya Health Quarterly Report to the Communities for Period Ending June 30, 2024

Dear County Representatives:

Enclosed you will find a financial update for Vaya Health for the most recent quarter ending June 30, 2024. Please note that these figures are preliminary as Vaya's books are still open for FY24. After the FY24 Financial Audit is complete, Vaya will submit a revised report to match audited financials for June 30, 2024. Included in this email are the following documents:

- Fiscal Monitoring Report
- Total Spendable Cash Report, which provides greater clarity of cash availability after meeting accounts payable and IBNR obligations. Note that this is a more conservative calculation than the State solvency metric which does not allow for certain working capital needs. Also note that a significant amount of cash ($113M) is restricted for Medicaid Risk Reserve and may be spent only in the case of insolvency to pay claims for providers.

Please note that the prior year figures being reported for June 30, 2023 reflect final audited figures.

Vaya has revised the annual budget due to the delay of Tailored Plan along with capturing recently implemented cost containment efforts and was adopted as a budget revision by the Vaya Board of Directors. The revised annual plan also includes any additional allocations from the Department received in FY24.

The first quarter of SFY24-25 will see the launch of the new Tailored Plan on July 1 and will also operate under the newly approved budget for the upcoming fiscal year.

Should you have any additional questions or comments, please do not hesitate to contact me via email (larry.hill@vayahealth.com) or phone (828-225-2785, Ext. 4743).

Sincerely,

Larry E. Hill
Executive VP and CFO, Vaya Health

Fiscal Monitoring Report

LME / MCO NAME: VAYA HEALTH **FOR THE PERIOD ENDING:** June 30, 2024 "Preliminary"

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) ========> 12

1. REPORT OF BUDGET VS. ACTUAL	(1) PRIOR YEAR 2022-2023 BUDGET	(2) PRIOR YEAR 2022-2023 ACTUAL	(3) CURRENT YEAR 2023-2024 BUDGET	(4) CURRENT YEAR 2023-2024 ACTUAL YR-TO-DATE	(5) BALANCE (Col. 3-4)	(6) ANNUALIZED PERCENTAGE
REVENUE						
Interest Earned	3,045,000	3,078,158	3,000,000	2,944,864	55,136	98.16%
IGT Income	0	-	9,291,857	14,538,896	(5,247,039)	156.47%
Appropriation of Fund Balance	-	-	2,530,964	-	2,530,964	0.00%
Other Local	9,133,521	12,030,905	4,830,027	5,308,574	(478,547)	109.91%
Total Local Funds	12,178,521	15,109,062	19,652,847	22,792,334	(3,139,487)	115.97%
County Appropriations (by County, includes ABC Funds):						
Alexander County	50,000	50,000	50,000	50,000	-	100.00%
Alleghany County	109,709	60,000	20,000	20,000	-	100.00%
Ashe County	189,566	189,566	189,566	189,566	-	100.00%
Avery County	89,600	89,600	89,600	89,600	-	100.00%
Buncombe County	600,000	600,000	600,000	600,000	-	100.00%
Caswell County	99,150	-	-	-	-	0.00%
Caldwell County	121,138	125,206	121,138	125,199	(4,061)	103.35%
Chatham County	413,450	419,109	430,450	399,328	31,122	92.77%
Cherokee County	75,000	75,000	75,000	75,000	-	100.00%
Clay County	15,000	15,000	15,000	15,000	-	100.00%
Franklin County	118,600	120,663	142,600	109,700	32,900	76.93%
Graham County	6,000	6,000	6,000	6,000	-	100.00%
Granville County	116,846	120,207	130,846	118,215	12,631	90.35%
Haywood County	112,000	106,050	112,000	110,221	1,779	98.41%
Henderson County	528,612	528,612	528,612	528,612	-	100.00%
Jackson County	123,081	123,081	123,081	123,081	-	100.00%
Macon County	106,623	106,623	106,623	106,623	-	100.00%
Madison County	30,000	30,000	30,000	30,000	-	100.00%
McDowell County	67,856	67,856	67,856	67,856	-	100.00%
Mitchell County	18,000	18,000	18,000	18,000	-	100.00%
Person County	143,383	150,295	360,473	357,968	2,505	99.31%
Polk County	79,491	79,208	79,491	80,722	(1,231)	101.55%
Rockingham County	-	-	138,250	-	138,250	0.00%
Rowan County	492,000	492,000	492,000	492,000	-	100.00%
Stokes County	9,000	-	18,000	4,529	13,471	25.16%
Swain County	30,000	26,613	30,000	27,491	2,509	91.64%
Transylvania County	99,261	99,261	99,261	99,261	-	100.00%
Vance County	170,099	175,594	194,099	171,773	22,326	88.50%
Watauga County	171,194	171,194	171,194	171,194	-	100.00%
Wilkes County	237,612	235,244	237,612	238,274	(662)	100.28%
Yancey County	26,000	26,000	26,000	26,000	-	100.00%
Total County Funds	4,448,271	4,305,982	4,702,752	4,451,214	251,538	94.65%
DMH/DD/SAS State and Federal Funding	137,545,040	124,963,356	168,515,615	122,496,714	46,018,901	72.69%
DHB Funding (Medicaid)	703,280,060	665,821,154	788,803,890	795,552,243	(6,748,353)	100.86%
DHB Risk Reserve Funding (Medicaid)	11,000,000	10,924,519	7,030,000	7,035,102	(5,102)	100.07%
All Other State/Federal Funds	3,375,000	3,439,200	4,375,001	4,732,466	(357,465)	108.17%
Total State, Federal and Medicaid Funds	855,200,100	805,148,229	968,724,506	929,816,526	38,907,980	102.66%
TOTAL REVENUE	871,826,893	824,563,273	993,080,105	957,060,074	36,020,032	96.37%
EXPENDITURES:						
Administration	162,388,544	165,449,726	172,011,382	157,682,931	14,328,451	91.67%
LME Provided Services (Service Support)	3,713,228	3,640,645	3,940,654	3,604,275	336,379	91.46%
Provider Payments (State Funds)	88,125,526	86,272,918	88,871,217	72,179,678	16,691,539	81.22%
Provider Payments (Federal Funds)	42,391,358	29,675,650	70,891,596	45,745,746	25,145,850	64.53%
Provider Payments (County Funds)	4,448,271	4,051,730	5,235,546	3,682,923	1,552,623	70.34%
Provider Payments (Medicaid)	569,741,445	560,502,644	651,199,204	664,038,184	(12,838,980)	101.97%
Permanent Supported Housing and Back at Home Payments	1,018,521	829,236	930,506	925,488	5,018	99.46%
TOTAL EXPENDITURES	871,826,894	850,422,548	993,080,105	947,859,225	45,220,880	95.45%
Net Income or (Loss) (from Operations and Risk Reserve)		(25,859,276)		9,200,848		
Less Risk Reserve Revenue		(10,924,519)		(7,035,102)		
NET INCOME OR (LOSS) FROM OPERATIONS		(36,783,795)		2,165,746		
2. FUND BALANCE						
Restricted Fund Balance for Risk Reserve		100,451,626		113,042,171		
Restricted Fund Balance - State Statute, Prepaids & Investment in Fixed Assets		49,501,072		67,872,171		
Unrestricted Fund Balance (including Board Commitments)		16,530,139		(5,230,658)		
TOTAL FUND BALANCE		166,482,836		175,683,685		
3. CURRENT CASH POSITION						
Current Cash in Bank (Including Risk Reserve)				207,781,278		
Less Risk Reserve Cash				(113,042,171)		
TOTAL OPERATING CASH				94,739,107	*See additional Document	
4. ESTIMATED SERVICES INCURRED BUT NOT REPORTED/PAID (IBNR)				47,075,399		

Vaya Health Total Spendable Cash
As of June 30, 2024
(Preliminary - Unaudited)

Total Operating Cash (Excluding Risk Reserve)	94,739,107
Less Accounts Payable and IBNR	(86,355,628)
Plus Accounts Receivable	59,216,480
Less Annual Leave Payout Liability	(6,561,044)
Less Other Post Employment Benefits Liability	(4,339,000)
Spendable Cash	56,699,916

In accordance with G.S. 122C-124.2(e)(3), the Risk Reserve's purpose is to pay outstanding liabilities (unpaid claims) to providers in cases of insolvency and not intended to be used for operating costs. These resources are not available for payment of non-provider claims and may not be accessed by the LME MCO without written consent from DHHS.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

August 19, 2024

AGENDA ITEM # 6.D

Sheriffs Department Activity Report for June and July 2024.

ATTACHMENTS

1. Sheriff Dept Activity Report.June 2024
2. July2024

Activity Report - June 2024

CALLS FOR SERVICE				
Alarms (Residential/Commercial)	9		Intoxicated Person Report/Driver	5
Animal Complaint/Livestock	109		Involuntary Commitment/Mental Subject	16
Assault/Abuse	8		Juvenile Complaint	2
Assist FD/EMS/Rescue	11		Larceny Report/Shoplifting	13
Assist Law Enforcement Agency	40		Missing Person Report	2
Assist Motorist/Public	39		911 Follow Up/Hang up	16
Assist Other/Outside Agency	3		Property Damage/Hit & Run	7
Breaking & Entering	5		Property (Recovered/Found/Abandoned)	1
Citizen Contact/Call by Phone	39		Shots Fired (Report/Complaint)	2
Civil Related/Custody Dispute	8		Special Activity/Event	8
Communicating Threats	8		Stolen Vehicle	3
D.O.A.	4		Suicide (Threat/Attempt/Report)	3
Disturbance/Dispute/Fight	17		Suspicious Activity (Person/Vehicle)	73
Domestic Related	10		Traffic Control/C&R Driver	35
Drug Related	1		Trespassing	7
Escort (Funeral/Public)	6		Vandalism	2
Follow-Up Investigation	21		Vehicle Pursuit	1
Fraud/Forgery Report	2		Warrant/Process Service/Search Warrant	84
Harassment/Stalking	6		Welfare Check	18

ANIMAL CONTROL	
Animals Picked Up*	31
Bite Report	5
*10 Dogs, 4 Cats, 17 Wildlife	

ARRESTS	
Misdemeanor	18
Felony	26

CIVIL	
Civil Summons & Complaint	9
Domestic Protection Order	1
Order to Appear/Show Cause-Child Support	0
Other	12
TOTAL	**22**

DETENTION CENTER	
Inmates Admitted	76

LOBBY	
Fingerprinting	43
Telephone Calls	391
In Person	396

OTHER	
Weapons Seized	12
Traffic Stops	268
Citations Issued	96
Charges by Citation	114
Checkpoint	13

SECURITY CHECKS	
Residence	325
Business	1441
Church	383
School	121
TOTAL	***2270***

Activity Report - July 2024

CALLS FOR SERVICE				
Alarms (Residential/Commercial)	18		Harassment/Stalking	3
Animal Complaint/Livestock	133		Intoxicated Person Report/Driver	8
Armed Person	2		Involuntary Commitment/Mental Subject	12
Assault/Abuse	3		Juvenile Complaint	2
Assist FD/EMS/Rescue	17		Larceny Report/Shoplifting	5
Assist Law Enforcement Agency	35		Missing Person Report	2
Assist Motorist/Public	27		911 Follow Up/Hang up	15
Assist Other/Outside Agency	3		Property Damage/Hit & Run	2
Breaking & Entering	8		Shots Fired (Report/Complaint)	1
Citizen Contact/Call by Phone	44		Special Activity/Event	5
Civil Related/Custody Dispute	9		Stolen Vehicle	1
Communicating Threats	11		Suicide (Threat/Attempt/Report)	3
D.O.A.	1		Suspicious Activity (Person/Vehicle)	75
Disturbance/Dispute/Fight	17		Traffic Control/C&R Driver	45
Domestic Related	9		Trespassing	13
Drug Related	1		Vehicle Pursuit	1
Escort (Funeral/Public)	4		Warrant/Process Service/Search Warrant	109
Follow-Up Investigation	20		Welfare Check	27
Fraud/Forgery Report	7			

ANIMAL CONTROL	
Animals Picked Up*	71
Bite Report	5
*29 Dogs, 42 Cats	

ARRESTS	
Misdemeanor	18
Felony	26

CIVIL	
Civil Summons & Complaint	9
Domestic Protection Order	4
Order to Appear/Show Cause-Child Support	10
Other	15
TOTAL	**38**

DETENTION CENTER	
Inmates Admitted	72

LOBBY	
Fingerprinting	45
Telephone Calls	490
In Person	488

OTHER	
Weapons Seized	6
Traffic Stops	276
Citations Issued	93
Charges by Citation	115
Checkpoint	14

SECURITY CHECKS	
Residence	214
Business	1188
Church	255
School	124
TOTAL	***1781***

Polk County Schools

ADMINISTRATION

Aaron Greene
Superintendent

BOARD OF EDUCATION

Mike Ashworth
Chairman

Rick N. Covil
Vice Chairman

Lucinda T. Allen

Danielle E. Gibbs

Judy N. Jackson

Sherry Page

Rob Parsons

Stearns Education Center
PO Box 638
125 East Mills Street
Columbus, NC 28722
828-894-3051
828-894-8153 fax

www.polkschools.org

Sandra Hughes
Finance Officer
Polk County Government

Aug 9, 2024

Dear Sandra,

Polk County Schools is requesting the transfer of **$160,630.62** from the County's Capital Reserve account. The funds will be used to reimburse Polk County Schools for capital expenses paid this year.

Project	Amount to Reimburse Schools
District - Transportation Service Vehicle	$49,800.00
District - Maintenance Service Vehicle	$36,287.00
District - Furniture Purchase (Multiple Schools - Student desks / Cafeteria Tables)	$70,149.07
PCMS - Concession Stand Renovations	$4,394.55
Total	**$160,630.62**

Any questions about this transfer should be directed to Polk County Schools' Finance Officer Debbie Lovelace. Thank you for your consideration of this request and your continued support of our schools.

Sincerely,

Brandon Schweitzer
Director of Operations
Polk County Schools

Polk County Schools

ADMINISTRATION

Aaron Greene
Superintendent

BOARD OF EDUCATION

Mike Ashworth
Chairman

Rick N. Covil
Vice Chairman

Lucinda T. Allen

Danielle E. Gibbs

Judy N. Jackson

Sherry Page

Rob Parsons

Stearns Education Center
PO Box 638
125 East Mills Street
Columbus, NC 28722
828-894-3051
828-894-8153 fax

www.polkschools.org

Kristy Titpton
Clerk to the Board
Polk County Government

Aug 13, 2024

Dear Kristy,

Polk County Schools is requesting co-signer approval by the Polk County Board of Commissioners for reimbursement through the Public School Building Repair and Renovations Fund (PSBRRF).

Project	Project Cost
TES - Classroom Door Repair	$3,980.71
PCES - Cafeteria Floor Remediation	$19,284.18
PCES - Exterior Door Repairs	$27,691.60
PCES - Fire Panel Replacement	$6,532.35
PCES - HVAC Replacement (Science Lab)	$9,317.00
PCHS - Construction Shop Doors	$5,989.74
PCHS - Gym Door Replacement	$36,347.90
PCHS - Interior Stairwell Painting	$13,104.00
PCMS - Fire Panel Replacement	$7,201.10
PCMS - Exterior Gutter Repairs	$28,250.00
SES - Awning Between Buildings	$49,200.00
SES - Exterior Painting	$13,330.00
SES - Fire System Repairs	$7,135.26
SVE - Boiler Room Door Replacement	$6,481.86
SVE - Fire Panel Replacement	$7,201.10
SVE - HVAC Replacement (Library)	$12,761.00
Total	**$246,671.94**

Thank you to the Polk County Board of Commissioners for their consideration of this request and continued support of our schools.

Sincerely,

Brandon Schweitzer
Director of Operations
Polk County Schools

BUDGET AMENDMENT: CAPITAL RESERVE FUND BALANCE/ADDITON To GF

DATE: 8/19/2024 BOC Meeting BATCH #: _____ LINE_____

Dept.: Capital Reserve-School Sales Tax/Transfer to School Capital

Amendment # : 3-F Fund balance/ Addition #6

INCREASE EXPENSE/REVENUE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
22-8168-9800-0	Trans-out (School Capital)	$ 160,631	22-3931-0000	Fund Balance Approp	$ 160,631
10-3981-9822	Trans-in	$ (160,631)			
10-5910-6313-0	Sales tax-School	(160,631)			
		(160,631)			160,631

EXPLANATION: To appropriate Capital Reserve fund balance for the funds that were reserved in prior years from the sales tax set-aside computation & to be transferred to the General Fund School Capital account for reimbursement of capital spending

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

Animal Cruelty Investigators



Milton Burro—the beginning…





RIDAY, AUGUST 29, 2003 TRYON DAILY BULLETIN / THE WORLD'S SMALLEST DAILY NEWSPAPER

Downtown Tryon businesses hit by power outage Saturday

y Meg Freeborn

Several Tryon Trade Street usiness owners were relieved hen traffic started flowing again ast Friday after the N.C. Depart- nent of Transportation spent a week repairing sinkholes.

However, the relief did not last ong. A power outage Saturday norning left the businesses with different kind of road block.

According to Duke Power, the outage, which affected 51 customers, lasted from 9:47 a.m. until around 2 p.m. Duke Power says two power company fuses blew when independent tree contractors caused a tree to fall on power lines.

One business owner says the outage could not have come at a worse time.

"We had a terrible week and finally had an opening and then the power was out," he says.

Animal cruelty case resolved

Abused donkey will have new home

by Catherine Hunter

A donkey that was recently the center of an animal cruelty case will now go to a new home.

On Aug. 25, defendant Lawrence K. Schuvart agreed to surrender the donkey for adoption and pay vet bills of $177 and court costs of $201.

Schuvart was convicted of animal cruelty on July 26 and was given a two-year suspended sentence and unsupervised probation, plus a $200 fine.

Judge James Baker heard Schuvart's appeal on Aug. 25 and accepted a guilty plea and a praye

for judgment. Assistant Distric Attorney Mack Brittain s Schuvart agreed to surrende donkey and pay the costs.

According to B Schuvart will continue supervised probatio volved in a fut Brittain said, the a suspended or

Brittain s mal contro Foy and donkey anim a s

Motivation boosters

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Lamp Shade Specia

We have a full line of superior Unique and unusual shades those with the most discrim

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STONE LIGHTI

FRIDAY, AUGUST 22, 2003

WNCW awaits I

by Meg Freeborn

Employees as well as many loyal listeners and supporters of public radio station WNCW/ 88.7-FM, owned by Isothermal Community College (ICC), still await a decision concerning the station's future.

The thirteen-year-old station has been the subject of public controversies over fund-raising and staffing issues for the past several years.

The ICC Board of Trustees recently expressed concern over the amount of time spent addressing issues regarding WNCW. The Board asked ICC President Bill Lewis to prepare a report outlining the

ing th ing with In July, page repor Aug. 12 to fo

Many attende board to vote on a tion at that time, bu action was taken. The b pected to address the iss next regular meeting on A There will also be a sp meeting of the WNCW Comm nity Advisory Board Aug. 22 at p.m. The purpose of the meeting will be limited to a discussion of Lewis' report, according to station manager David Gordon.

Donkey abuse case appealed

Superior Court to hear appeal on Aug. 25

by Catherine Hunter

An animal abuse case is going up for appeal Aug. 25. On July 16 Lawrence Schuvart was convicted of a misdemeanor of cruelty to animals.

The court document stated that Schuvart deprived a donkey of necessary substance.

The court sentenced Schuvart to pay a $200 fine plus court costs and issued a two-year suspended sentence of 45 days jail time. He is also under unsupervised probation and is not allowed to use, process or control any domestic animals during that time.

Schuvart's appeal will be heard in Superior Court on Aug. 25. Polk County Animal Control Officer Raphael Foy said the donkey is in the custody of animal control and is being held at a safe facility.

Habitat founders to honor Lois Wolters of Colu

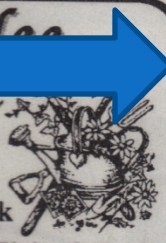
Millard and Linda Fuller, founders of Habitat for Humanity, will be in Hendersonville Monday to dedicate a new home a honor Lois Wolters of John Wolters an Lois, were ins ing a Hab Cou

to deri

Milton ready for a home…



Jubi
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ist Bill Slack
sories, Kids Clinics & Food
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ww.historichendersonville.org



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County appoints volunteer animal cruelty investigators

by Leah Justice

The Polk County Board of Commissioners decided on Monday to appoint three residents as animal cruelty investigators.

Margo Savage, Karen Norman and Fred May were recently certified as animal cruelty investigators and will be performing duties under the county's animal control office as volunteers.

The three were appointed for a one-year term; recertification is required on an annual basis.

According to N.C. state statute, a county board of commissioners may appoint one or more volunteer animal cruelty investigators for one-year terms. The statute says that such investigators shall wear in plain view a badge identifying them as animal cruelty investigators.

Polk Commissioners Wrap-Up

In other business, commissioners:

• Presented certificates to Polk County High senior class president Sarah K. O'Steen, senior class valedictorian Rachel Hall and senior Jim Ollis, who was named North Carolina Athlete of the Year.

• Appointed attorney David

2004-2005 county budget public hearing for June 14 at 6 p.m.

• Appointed a Green River Preservation Committee consisting of Jason Kilgore; Mitchell Rickman county commissioners Jack Lingafelter and Bill McKaig; Gordon Meyers (N.C. Wildlife Commission); the county environmental manager, Kathryn Jolly; Raphael Hamlin and Linda Campbell.

• Approved two budget amendments: the transfer of $11,377 from capital improvements to the sheriff's office for the principal and interest on two sport utility vehicles (the transfer was earlier omitted in error); the transfer of $17,000 from zoning revenue to pay for contract services concerning the ordinance review.

• Heard an update on the community campus/middle school well situation from county manager Karim Shihata.

• Heard from citizen Steve Strickland, who said the best government is less government and there are already state ordinances in place covering what the county is proposing for new ordinances









OVER 850 EQUINES HELPED…



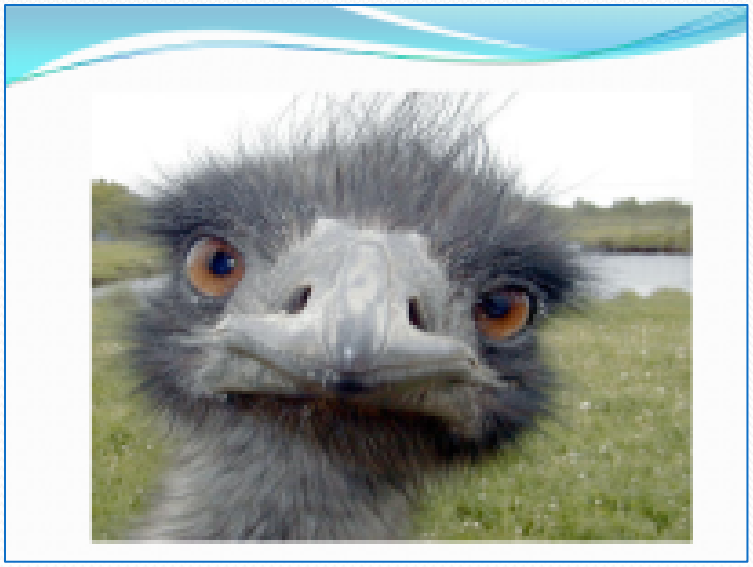
BEFORE



AFTER







Animal Cruelty Investigators through the years…

- Margo Savage
- Karen Norman
- Fred May
- Libbie Johnson
- Cathy Berlin
- Steve King
- Vard Henry
- Nancy Hasselbring
- Nancy Phelps
- Alan Merrill
- Patti Lovelace
- Sarah McDonald
- Evalynn Hyra
- Paula Spinale
- Marty Keynton
- Phillip Daniel
- Monica Garren
- Ashley Pobanz
- Brandon Knox
- Annie Maunder
- Samantha Austin
- Walker O'Duggan

Saluda Library Teen Space Agreement Form

Student Name: _____ Grade Entering: _____

Parent or Guardian Information

Name: _____ Phone Number: _____

Email Address (required): _____

☐ Please sign me up to receive the latest news and updates from the library.

For students

The Saluda Library Teen Space is a safe place where all individuals grades 6th-12th are welcome. Those in this age group are allowed to be in the library without a parent or guardian present as long as they follow all Polk County Public Libraries (PCPL) policies (https://polklibrary.org/policies/) and the guidelines below.

Saluda Teen Space Expectations

- Respect the space.
- Respect library staff.
- Respect each other.

Library staff are available in the Teen Space when possible, but it is the responsibility of those using the space to follow policies and meet expectations regardless of staff presence.

As a user of the Saluda Library Teen Space, I agree to meet the Teen Space expectations and follow the Conduct and Safe Child policies.

Signature of student: _____ Date: _____

For parents and guardians

My child and I understand that all Saluda Library visitors are expected to follow the PCPL Conduct Policy and that failing to do so may result in the loss of library privileges.

I understand that if my child is asked to leave the Teen Space as a result of a violation of the above expectations or related policies, staff will notify me of the situation by email.

As the parent or guardian of the student (grades 6-12) identified here, I agree that they may utilize the Saluda Library's Teen Space. I have reviewed the Teen Space expectations, Safe Child Policy, and Conduct Policy (https://polklibrary.org/policies/) and agree to the guidelines.

Signature of parent or guardian: _____ Date:_____

A signed Saluda Library Teen Space Agreement is required for all Teen Space users. Students using the space for the first time each school year will have two weeks to arrange for their parent or guardian to personally present this printed and signed form to a staff member at the Saluda Library. This form will be kept on file throughout the 2024-2025 school year.

Safe Child Policy

The Polk County Public Libraries (PCPL) welcome children to enjoy its services. Library staff is committed to helping children develop a love of reading and learning. We want all children to have a positive experience each time they visit the library.

Library staff strive to provide safe, welcoming, educational, fun spaces for people of all ages. The libraries are, however, public buildings and safety cannot be guaranteed. It is the responsibility of the caregiver to ensure the safety of their children both within library buildings and on library grounds.

(For ease of reading, the word "child" refers to all child and teen users; the word "caregiver" refers to the parent, grandparent, guardian, teacher, or other individual responsible for the child.)

Responsibilities of PCPL Staff

- PCPL staff is present to serve the public, and cannot monitor the location, safety, or behavior of each child.
- Because the children and teen areas are primarily for children, staff may approach adults in these areas who appear to be unaccompanied by children to inquire about the purpose of their visit. Such inquiries are meant to ensure that all visitors are safe.
- Staff will enforce all PCPL policies up to and including asking children and/or caregivers to leave the facility.
- In accordance with NC GS 14-318.6b effective December 1, 2019, Library staff shall report suspected abuse to appropriate local law enforcement and to the Polk County Department of Social Services at 828-894-2100.

Responsibilities of Caregivers

- Caregivers are responsible for the safety, behavior, and care of their children at all times, even if they are not present in the building.
- The PCPL Customer Conduct Policy applies to all customers, regardless of age and we expect all children, whether attended or unattended, to be mature enough to meet these expectations.
- No child age 9 or younger should be left unattended by a caregiver. See "Unaccompanied Children" below for more guidelines.
- Caregivers should be aware of PCPL's hours of operation and arrange for their child's transportation before the close of the location.

Unaccompanied Children

- While at PCPL, children age 9 or younger must be accompanied by a caregiver. Children age 7 or younger must be directly supervised at all times. If a caregiver cannot be located, the police or Department of Social Services will be contacted to provide care.
- Caregivers should be at least 14 years old and mature enough to follow PCPL rules and guidelines. We suggest young caregivers carry emergency contact information.
- Children age 10 or older may visit the libraries unattended, at the discretion of a caregiver. Unaccompanied children must be mature enough to follow library rules and attend to their own safety. We suggest that these children carry emergency contact information with them.
- Organized groups of children, such as school classes, day care groups, and tours, must be supervised by a person age 18 or older at all times while at PCPL.
- Unaccompanied children who do not follow the Conduct Policy may be asked to leave the premises if, after a warning, the behavior continues. Children may call a caregiver before being required to leave the library.
- Both child and caregiver should be aware of PCPL hours of operation and arrange for transportation before closing.
- Beginning 15 minutes before closing, staff will ask unaccompanied minors if they have arranged to be picked up by closing. If not, the child or staff will immediately contact the caregiver to arrange pickup by closing.
- If a child has not been picked up by closing, staff will contact the appropriate authorities and remain with the child until the authorities arrive.
- Under no circumstances will library staff transport children or accompany them home.

Teen Spaces and Programs

- Library teen spaces and programs are designed to serve young people grades 6-12.
- Teen spaces are not anti-adult, but they are pro-teen. We want to allow teens to be expressive and comfortable. This is why we ask that those below the 6th grade or over the 12th grade limit their visits to browsing the collection and to dropping off or picking up a teen.
- Adults (other than library staff, volunteers, and presenters) are not allowed in the meeting room/program area during teen events. This allows teens to feel safe and comfortable in an environment without unfamiliar adults, as well as giving caregivers confidence that their child will only be interacting with their peers. Caregivers are welcome to stay in another area of the library during teen programs.

Approved by the Board of Trustees of the Polk County Public Libraries and Polk County Commissioners

Created: 4/17/2003
Revised: 10/16/2008, 4/30/2015, 7/26/2018, 1/23/2020, 7/25/2024

Type of Charge	Amount Charged
Overdue items (other than DVDs)	$.10/day; $4.00 maximum per item
Overdue DVDs	$1.00/day; $7.00 maximum per item
Lost or irreparably damaged items	Retail (publisher list price) OR replacement (see staff)
Missing pieces/damaged parts	Varies
Replacement library card	$1.00
Printing	$.20 per printed side B&W $.25/printed side Color
3D Printer filament	$.15/gram
Blank CD or DVD with sleeve	$2.00
Flash drive (minimum 16GB)	$5.00

Maker Equipment and Space Policy

Polk County Public Libraries (PCPL) strive to offer opportunities for library users to create connections and ignite imaginations. Maker equipment and spaces promote creative and experimental collaboration among users. PCPL maker equipment includes such items as digital conversion equipment, 3D printers, crafting machines, robotics kits, and more. As new equipment becomes available, there will be information about requirements and training on the PCPL website.

Equipment and Usage

The maker equipment and spaces are available to PCPL users during regular library operating hours. Children under the age of 10 must be supervised by a caregiver in the operation of maker equipment.

Depending on the nature of the equipment, users may be required to sign a waiver and go through training with a staff member. Some equipment may have age restrictions. All users must follow the library's safety guidelines and rules. Costs associated with the use of maker equipment are the responsibility of the user. Failure to comply with the above will result in loss of Maker privileges.

Limited staff assistance will be available. Users can request assistance through a Book-a-Tech appointment. Staff are unable to complete projects on behalf of users. PCPL is not responsible for loss or damage to user property while using maker equipment.

General Equipment Safety

- Never use a broken tool or machine. If you notice a tool or machine is broken, inform a staff member right away.
- Keep the floor clear of clutter, wires, and/or trip hazards.
- If you are unsure about how to safely operate machines or equipment, ask a library staff member.
- It is your responsibility to use the proper safety equipment for your project.
- Never leave a piece of equipment unattended while in use.
- Always power down equipment after use.
- Remove all jewelry, secure loose-fitting clothing, and tie back long hair while using equipment. Closed toed shoes are recommended.
- Patrons cannot create any weapons, weapon-like items, or items for malicious intent.

Computer Use and Internet Safety Policy

Polk County Public Libraries (PCPL) provide free public access to the Internet for informational, educational and recreational purposes. Computers and the Internet enable the Libraries to provide access to ideas, information and resources beyond its collection.

Public computers and Internet access are provided to all library users and do not require a library card. While the Internet contains a wealth of helpful material, it also provides access to information that may be unreliable and sites that some may find offensive. The Libraries have no control over material on the Internet, and are not responsible for its content. Users access the Internet at their own discretion. As with other library materials, responsibility for online materials accessed by minors rests with their parents or guardians.

The Libraries' network, whether accessed wirelessly or on the public computers, is an open network, and therefore not secure. The Libraries cannot guarantee the safety/privacy of communication across the network. The Libraries are not responsible for damage to a customer's property or for any damage, liability or loss of data that may occur from use of or from the inability to use or access the Libraries' computers or Internet connections. PCPL do not track individual Internet use by minors or adults.

CIPA Compliant Statement

CHILDREN'S INTERNET PROTECTION ACT (Pub. L. 106-554 and 47 USC 254(h))

The Polk County Public Libraries receive federal funding for Internet access. As a result the libraries comply with CIPA, a federal law, which requires the installation of filtering software on Internet terminals. Filtering software helps to protect against access to visual depictions deemed 'obscene' (as defined in 18 USC Section 1460), 'child pornography' (as defined in 18 USC Section 2256), or 'harmful to minors.' (as defined in 47 USC Section 254 [G].

Filtering software is flawed. In some instances, it may block access to constitutionally protected material on the Internet or fail to block access to material that is obscene or harmful. Library staff are unable to disable filtering software even when a legitimate site is blocked.

Wireless Access

PCPL offer free unlimited wireless Internet access to all library visitors using their laptop computers or other mobile devices. Use of the service constitutes acceptance of this Computer Use and Internet Safety Policy and the Customer Conduct Policy. When accessing wireless Internet through the library, users should be aware that:

- Most WiFi equipment will be compatible. However, the Libraries make no guarantees as to compatibility of a patron's hardware with the Libraries' network.
- There is no guarantee that a wireless connection can be made or maintained.
- ~~The Libraries do not filter the content of wireless Internet access.~~
- Anti-virus software and security protection are the responsibility of the patron.
- The Libraries are not responsible for any loss of data, or damage to personal equipment as a result of using the wireless service.
- The Libraries are not responsible for loss or theft of unattended mobile devices.
- The Libraries reserve the right to terminate a wireless Internet session at any time.
- The Libraries reserve the right to determine which electrical outlets can be used for powering mobile devices.
- Connecting mobile devices directly to the PCPL network using an Ethernet cable is prohibited.

Technology Assistance

PCPL staff is available to help with basic computer questions, using digital library resources, using mobile devices, and setting up an email or social media account. On-demand technology assistance may be available, but cannot be guaranteed. Users interested in technology assistance should complete a Book-a-Tech appointment request form.

- Appointments are scheduled based on staff availability.
- Staff are unable to repair devices.
- The library is not liable for any damage to customer equipment that may occur during a help session.
- Staff may not be able to provide assistance for all device types, programs, and problems.

Responsibilities of Users

When using a PCPL computer, wireless network or Internet-enabled device (including personally owned devices), it is your responsibility to ensure that you, and minors in your care:

- Refrain from receiving, viewing, displaying, sending or forwarding obscene or disruptive messages, files, or images in violation of North Carolina state law including N.C. Gen. Stat. § 14-26.
- Demonstrate judgment, respect for others and appropriate discretion when viewing materials and refrain from displaying material on a terminal when so requested by library staff.
- Take care to protect your personal information and safety when using social networking sites, email, chat rooms and other forms of direct electronic communications.
- Back up and save documents while working. Staff are unable to retrieve work from previous sessions.
- Adhere to established time limits. Staff are unable to extend computer sessions past closing.

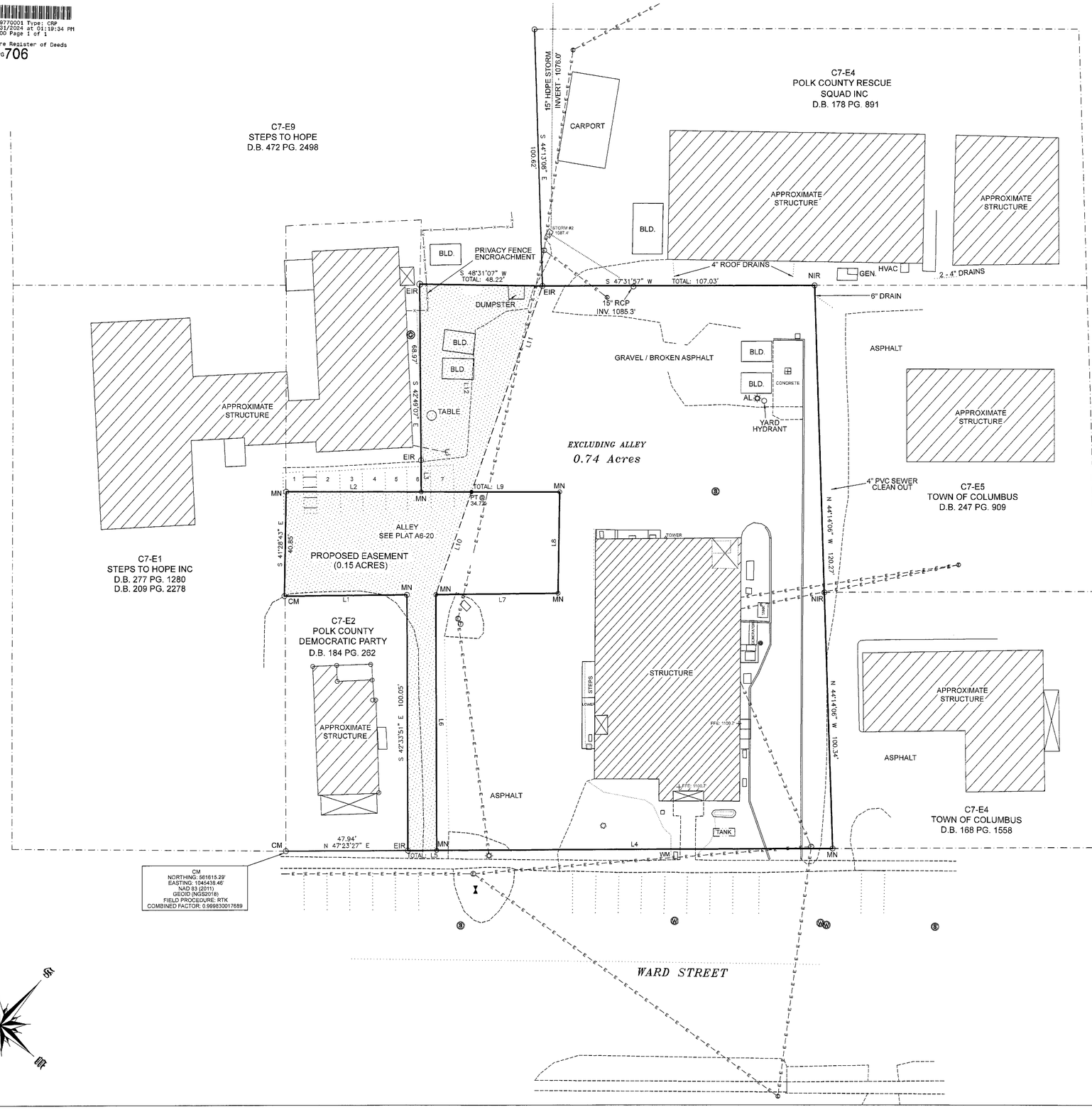
- Notify library staff of the need for a time limit extension at least 15 minutes before the current session is set to end.
- End your session and leave the workstation if asked to do so by a PCPL staff member, even if you have not completed your session.
- Use equipment and networks only for legal activity, including adherence to copyright or other rights of third parties, and in a manner consistent with the Customer Conduct Policy. Behaviors that are prohibited include unauthorized access ("hacking"), harassment ("cyberbullying") and unauthorized disclosure, use and dissemination of personal information regarding minors.
- Avoid interfering with or disrupting library hardware, software, networks or services.

Customers will be asked to adapt their behavior to comply with library policy. If a customer fails to do so, appropriate action will be taken, up to and including permanent expulsion from PCPL facilities. Illegal activity will be referred to appropriate law enforcement agencies.

Approved by the Polk County Public Library Board of Trustees
Created: 1/16/1998
Revised: 5/23/2007, 1/26/2017, 1/23/2020, 7/25/2024


oad Proposal- Blue Ridge Trail
1-225
ddress- 165 Blue Ridge Trail
d Addresses- 1861 Skyuka Road
Blue Ridge Trail
kyuka Road to 221 Blue Ridge
SKYUKA RD

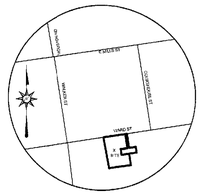
Doc ID: 004999770001 Type: CRP
Recorded: 07/31/2024 at 01:19:34 PM
Fee Amt: $21.00 Page 1 of 1
Polk, NC
Sheila Whitmire Register of Deeds
BK G PG 706



LINE	BEARING	DISTANCE
L1	N 47°03'40" E	48.17'
L2	S 47°41'51" W	53.08'
L3	S 42°49'07" E	12.39'
L4	N 47°23'27" E	155.64'
L5	N 47°23'27" E	11.35'
L6	S 42°33'51" E	100.15'
L7	S 47°03'40" W	48.00'
L8	S 41°28'43" E	39.66'
L9	N 47°41'55" E	54.42'
L10	S 23°17'44" E	42.50'
L11	S 23°17'44" E	85.32'
L12	S 42°49'07" E	81.14'

NC GRID NAD 83 (2011)
GEOID (NGS2018)

FIELD PROCEDURE: RTK
COMBINED FACTOR: 0.999830017689



VICINITY MAP
(NOT TO SCALE)

REVISED SURVEY FOR:
POLK COUNTY
COLUMBUS TWP. POLK CO., NO. CAR.
LEGAL REFERENCE: D.B. 158 PG. 484
DECEMBER 1, 2022 / MAY 6, 2024

CAROLINA GEOSPATIAL, PLLC.
P.O. BOX 745 COLUMBUS, NC 28722
828-859-5390 NC FIRM NO. P-1922

LEGEND:

A.G.	ABOVE GRADE
B.G.	BELOW GRADE
CM	CONCRETE MONUMENT
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON ROD
MN	MAG NAIL
NIR	NEW IRON ROD
☼	AREA LIGHT
●	CALCULATED POINT
Ⓔ	UTILITY POLE
Ⓢ	SEWER MANHOLE
Ⓦ	WELL / WATER METER / VALVE
	ADJOINING LINE (APPROXIMATE)
	BOUNDARY LINE (SURVEYED)
	DRIVE / ROAD
E E E E E E E	OVERHEAD UTILITIES
	RIGHT-OF-WAY / APPARENT R/W

** *NOTES* **

- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- NO TITLE SEARCH PERFORMED BY BUTLER ASSOCIATES.
- ALL DISTANCES ARE GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AS DETERMINED BY THE FEDERAL INSURANCE RATE MAP OF NORTH CAROLINA.
-SURVEY REVISED THIS DATE TO SHOW PROPOSED EASEMENT.

SURVEY DATA SOURCES INCLUDE: TARGET LOCATING, COLUMBUS PUBLIC WORKS, POLK COUNTY MAINTENANCE DIRECTOR, POLK COUNTY REGISTER OF DEEDS, POLK COUNTY GEOGRAPHIC INFORMATION SYSTEM (GIS), STEPS TO HOPE INC., POLK COUNTY DEMOCRATIC PARTY, MCFARLAND LAW FIRM, AND PREVIOUS SURVEYS BY BUTLER ASSOCIATES.

GRAPHIC SCALE 1" = 20'

0 20 40 60

STATE OF NORTH CAROLINA, POLK COUNTY, I JOSHUA L. EDWARDS CERTIFY THAT THIS MAP WAS (DRAWN UNDER MY SUPERVISION) FROM (AN ACTUAL SURVEY MADE UNDER MY SUPERVISION)-DEED DESCRIPTION RECORDED IN BOOK 158 PAGE 484 BOOK ____ PAGE ____ ETC. ; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1/10,000 ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK N/A PAGE N/A; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 30TH DAY OF JULY, 2024.

PROFESSIONAL LAND SURVEYOR
REG. NO. L-5135

NORTH CAROLINA PROFESSIONAL SEAL L-5135 LAND SURVEYOR JOSHUA L. EDWARDS

NOTE:
THIS SURVEY REPRESENTS AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE ANY EXISTING STREET, G.S. 47-30 (F)(11)(C)(1).

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF POLK

I, Jenny Ruth, REVIEW OFFICER OF POLK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Jenny Ruth
REVIEW OFFICER

7/31/2024
DATE

PROPERTY LOCATION:
40 WARD ST.
COLUMBUS, NC 28722

TAX PARCEL:
C7-E3

NC FIRM LICENSE NO. P-1922
RATIO OF PRECISION: 1:10,000
D-163-91

PLAT #
14394A2

STATE OF NORTH CAROLINA

DEED OF EASEMENT

COUNTY OF POLK

THIS DEED OF EASEMENT of ingress, egress and regress, made this _____ day of _____, 2024, by POLK COUNTY, party of the first part, a body politic and corporate, created and existing under the laws of the State of North Carolina, (hereinafter called "Grantor"), to STEPS TO H.O.P.E., Inc., a North Carolina Non-Profit Corporation, (hereinafter called "Grantee");

W I T N E S S E T H :

THAT, WHEREAS, Grantor is the owner of two parcels of land containing 0.11 acres, more or less, (Tax Parcel C7-E12) and 0.74 acres, more or less, (Tax Parcel C7-E3) located in the Town of Columbus, Columbus Township, Polk County, North Carolina, as described in a deed recorded in Deed Book 158, Page 484, Polk County Registry; and

WHEREAS, Grantee is the owner of two certain parcels of land containing 0.68 acres, more or less, (Tax Parcel C7-E1) and 0.66 acres, more or less, (Tax Parcel C7-E9) located in the Town of Columbus, Columbus Township, Polk County, North Carolina, as described in deeds recorded in Deed Book 277, Page 1280, and Deed Book 472, Page 2498 Polk County Registry; and

WHEREAS, Grantee has requested the grant of an easement from Ward Street for the benefit of their said parcels and it is the desire of Grantor to grant and convey to the Grantee, their heirs and assigns, a perpetual, appurtenant, right of way and easement over, along and across an existing drive/parking area leading from Ward Street into the Grantee's parcels.

NOW THEREFORE, in consideration these premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, transfer and convey to Grantee, their heirs and assigns, a perpetual, appurtenant, right or way and easement of ingress, egress and regress to serve as access for Grantees' parcels to and from Ward Street. A portion of the easement area may also

serve as parking for Grantees' buildings. Said easement area being more particularly described as follows:

BEING all that certain tract or parcel of land, designated as "Proposed Easement", containing 0.15 acres, more or less, as shown and delineated upon a plat entitled "Revised Survey For: Polk County, Columbus Twp., Polk Co., No. Car., dated December 1, 2022 and revised May 6, 2024, and prepared by Carolina Geospatial, PLLC, Professional Land Surveyor (L-5135), which Plat is duly recorded in Card File G Page 706, in the Office of the Register of Deeds for Polk County, North Carolina; reference being made to said recorded Plat for a full and complete metes and bounds description of said tract, pursuant to North Carolina General Statutes Section 47-30(g).

TO HAVE AND TO HOLD said perpetual, appurtenant, right of way and easement unto the Grantee, its successors and assigns, to its use thereof forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

POLK COUNTY

By: _____
Myron Yoder, Chairman
Polk County Board of Commissioners

ATTEST:

_____
Kristy Tipton, Clerk
Polk County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF POLK

I, _____, a Notary Public of the County and State aforesaid, certify that Kristy Tipton personally came before me this day and acknowledged that she is Clerk to the Polk County Board of Commissioners, a North Carolina body politic and corporate of the State of North Carolina, and by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of June, 2024.

SEAL-STAMP

_____(SEAL)
Notary Public
My commission expires:_____

STATE OF NORTH CAROLINA NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION OF BROADBAND AND DIGITAL EQUITY	**REQUEST FOR BEST AND FINAL OFFER NO. SOW # CABSOWPOLK01**
	Offer will be received until: June 26, 2024
	Issue Date: June 24, 2024
	Description: BAFO request for Polk County
	Using Agency: NCDIT
	Application ID #: 1000022021

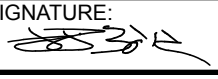
NOTICE TO VENDOR

Your Best and Final Offer (BAFO), subject to the conditions made a part hereof, will be received via email until *June 26, 2024* for furnishing and delivering the goods and services as described herein. BAFOs are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Skyrunner, Inc.			
STREET ADDRESS: 779 Dogwood Road		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Asheville, NC 28806		TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE: 	DATE: 6/26/2024	E-MAIL: jj@skyrunner.net	

Offer valid for fourteen (14) days from date of receipt.

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of NCDIT shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP (and resulting Convenience Contract) and Scope of Work which have not been superseded by this BAFO. These documents collectively shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY

Offer accepted and contract awarded this 28 *day of* June *, 2024, as indicated on attached certification, by* _____ (Authorized representative of NCDIT).

REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor in response to the Polk County Scope of Work in the Completing Access to Broadband Program. The final contract will integrate the Broadband Expansion and Access RFP and the Polk County Scope of Work, and your responses thereto, plus any changes identified below.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, scope of work response, and accompanying information is limited to personnel of NCDIT, county evaluators, and advisors assisting in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

Best and final offers should include match amount, final number of eligible locations as identified by NCDIT, and any other terms you wish to negotiate or changes to your proposal. NCDIT may decline your BAFO and proposal or propose additional changes.

The following table includes the proposed match breakdown of 15% by the provider, 10% by the county, and 75% by NCDIT, which you may accept as is or change as long as the proposed amounts remain in accordance with N.C.G.S. § 143B-1373.1(e).

Provider Contribution	County Contribution	NCDIT Contribution
$1,217,624.85	$811,749.90	$6,088,124.25

We have also identified the final number of eligible locations, which may differ from your proposal if we were not able to verify the eligibility of all of your proposed locations. We have included a CSV file identifying the final list of locations to be part of your project.

Number of Eligible Locations: 2680

Other terms and conditions of the final contract are noted here:

- Skyrunner Inc.'s acceptance of the contract is expressly contingent upon the successful underwriting of the required performance bond by September 15, 2024. Said bond shall cover 100% of the CAB funds awarded and must be maintained until Skyrunner Inc. demonstrates to the satisfaction of NCDIT the completion of the buildout of 100% of the locations to be served by the project.

Complete and sign the first page of this BAFO, in the box beginning with "Offeror," and email your response to creecy.johnson@nc.gov and shanon.gerger@nc.gov. If NCDIT accepts this offer, NCDIT will countersign both this BAFO document and the scope of work and return them to you, at which point a contract will be created.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY
Division of Broadband and Digital Equity

Completing Access to Broadband Program

Award Decision Memorandum

To: Nate Denny
Deputy Secretary for Broadband and Digital Equity
Division of Broadband & Digital Equity
North Carolina Department of Information Technology

From: Angie Bailey
Director, Broadband Infrastructure Office
Division of Broadband & Digital Equity
North Carolina Department of Information Technology

Date: June 27, 2024

Subject: Award Decision Memorandum

Reference #: Polk County Scope of Work; CABSOWPOLK01

The award decision for the Polk County CAB Scope of Work is enclosed for your review.

The evaluation committee, consisting of members from the county and from the North Carolina Department of Information Technology (NCDIT), received and reviewed five (5) bids in response to the scope of work. The committee met and selected the following vendor for a contract award based on the evaluation criteria set out in the scope of work:

Description:	Broadband deployment to unserved and underserved locations in Polk County
Selected Vendor:	Skyrunner, Inc.
Cost:	The total project cost is: $8,117,499.00. The average cost per location is: $3,028.92.
Contract Term:	Two (2) years to construct the network (by October 31, 2026), plus three (3) years to maintain the network and offer service to subscribers

A description of the process, respondents, evaluation, and selection is set forth below. If additional information is required, please do not hesitate to contact me.

cc: Evaluation Committee

Introduction

North Carolina Session Law 2021-180 provides $400 million in American Rescue Plan Act (ARPA) funding to deploy crucial last-mile broadband infrastructure to serve remaining unserved and underserved areas in North Carolina through the Completing Access to Broadband (CAB) program. The CAB program provides an opportunity for individual North Carolina counties to partner with NCDIT to identify eligible project areas, develop a scope of work, and select a provider for the construction, installation and operation of broadband infrastructure within the county. NCDIT conducted a prequalification process to identify providers eligible to submit proposals in response to each county's scope of work. The resulting projects require matching investments from counties and the selected broadband service providers in addition to the funds provided by NCDIT.

The scope of work for Polk County was posted on March 28, 2024, and bids closed on May 13, 2024. The County received five (5) bids in response to the scope of work. Respondents were evaluated based on strengths and weaknesses to determine the best value to the state and county. Evaluation criteria, set out more fully below, included the ability of the provider to perform, technical merits of the proposal, and the cost and scope of the proposed project.

Evaluation Committee

The evaluation committee consisted of two representatives from the county and two representatives from NCDIT. The chart below lists the representatives.

Name	Title	Agency
Marche Pittman	County Manager	Polk County
Cathy Ruth	Planner/Economic Development	Polk County
Jim Corrin	Broadband Liaison	Broadband Infrastructure Office
Gretchen Ramirez	Program Analyst	Broadband Infrastructure Office

Only evaluation committee members served in a decision-making role to evaluate proposals and select a project for award. Additional individuals from the following organizations, supported the evaluation process in the following ways:

- Vetting for completeness - NCDIT staff vetted each proposal for completeness;
- Mapping - NCDIT GIS experts analyzed eligibility of locations proposed;
- Technical Merits - NCDIT broadband analysts provided insight regarding the proposed network design and technology;
- Financial Analysis – NCDIT engaged KPMG, LLP to perform a financial review of each respondent to determine financial capacity and risk level; and
- Procurement Support – NCDIT engaged Civic Initiatives, LLC, an entity specializing in public procurements, to help design, manage, and facilitate the evaluation and selection process. NCDIT legal counsel reviewed documents and processes.

Evaluation Methodology and Criteria

Best Value Evaluation Methodology

The committee conducted its evaluation of proposals using a best value methodology. A best value methodology is the "selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor." N.C.G.S. § 143-135.9. Award decisions are made based on multiple factors, such as the total cost of the project, the technical merit of the proposal, and the probability of the respondent performing on time, with high quality, and in a manner that accomplishes the objectives stated in the SOW. The award is made to the respondent whose proposal is determined to be the most advantageous and best value, using all evaluation criteria set forth in the scope of work.

Evaluation Criteria

The scope of work set out the evaluation criteria in order of importance, a summary of which is as follows:

1. Ability of the Respondent to Perform
    a. Financial Qualifications
        i. Financial Solvency
        ii. Cash Match
        iii. Existing Deployment Grants
    b. Past Performance
    c. Experience
2. Technical Merits of the Project
    a. Technical approach for the project (infrastructure, technology type, equipment, etc.)
    b. Network redundancy and resiliency
    c. Proposed speed tiers to be offered to end users
    d. Affordability (examples of current pricing in nearby or similar areas)
    e. Operational systems
        i. Participation in FCC's Broadband Data Collection system
        ii. Commitment to protection of subscriber data
        iii. Subscriber support for network issues
        iv. Billing and customer service
3. Cost and Scope of the Project
    a. Project budget, to include a total cost per location and average cost per location
    b. Total number of locations to be served, identifying how many households, businesses, and community anchor institutions
    c. Mapping data
        i. Total number of unserved locations to be served
        ii. Total number of underserved locations to be served
        iii. Priority areas (if applicable)

Summary of Bid Submissions

Listed below is a synopsis of each proposal submitted. All responses proposed serving locations with fiber.

Vendor	Number of Eligible Locations to be served*	Avg. Cost / Location**	Total Project Cost
Spectrum Southeast, LLC (22045)	1,485	$6,508.88	$9,665,693.60
Spectrum Southeast, LLC (22046)	832	$8,322.25	$6,924,112.53
Windstream North Carolina, LLC	1,976	$4,914.94	$9,711,919.00
Wilkes Telephone Membership Corporation (RiverStreet Networks)	163	$8,712.26	$1,420,098.00
Skyrunner Inc.	**2,680**	**$3,028.92**	**$8,117,499.00**

*Locations verified as eligible by NCDIT
** Based on locations verified as eligible by NCDIT and total project cost

Strengths of Selected Vendor and Award Recommendation

The evaluation committee recommended awarding a contract to Skyrunner, Inc. This vendor and its proposed project represented the best value to the state and county among the submitted proposals, as it would serve the most locations at the lowest average cost per location. Skyrunner will build to 91.81% of the total unserved locations.

In addition to number of locations and cost, other strengths of the selected proposal, as noted by the evaluation committee members during their review, include the following:

- “Skyrunner has been operating since 2004. They demonstrate experience with similar sized projects.”
- “Skyrunner has a strong technical approach and demonstrates expertise.”
- “Incorporates a tiered system for customer response”
- “According to the response, Skyrunner has significant experience building out complicated networks in Western North Carolina.”
- “Good number of homes etc. in the proposed construction.”
- “technical approach centers on using fiber-to-the-premise (FTTP) with GPON technology, which supports the delivery of higher bandwidths and scalable solutions.”

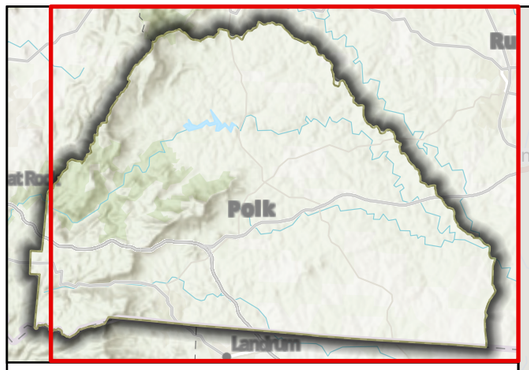
Based on the strengths noted herein, the evaluation committee selected Skyrunner, Inc. to deploy broadband infrastructure and provide access to 2,680 unserved locations in Polk County.

The Broadband Infrastructure Office recommends approval of this award decision and requests that the NC Department of Information Technology move forward with contracting of the selected CAB project(s).

A map of the selected project is attached which illustrates the locations to be served.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

POLK COUNTY CAB AWARD



Eligible Locations: Requirements around use of Eligible Broadband Serviceable Locations (BSLs) for projects are addressed in the CAB Program Guidance, the Scope of Work and the data template required for submission of mapping locations. In the event that the number of Eligible Locations in the Mapping Data differs from the number of Locations Listed in the EBS Application Form , the number of locations in the mapping data supersedes the other data sources. Location data is analyzed by NCDIT to remove ineligible locations such as served locations, locations protected by other grant awards, duplicate locations, etc. If a project is selected for award, it will be contracted for building to the approved eligible locations (row 9) only. In instances where there is a significant difference in the number of locations submitted versus the approved eligible locations, and a project is selected for award, NCDIT may choose to negotiate with the respondent on the final project cost. Evaluators should be aware that the average cost per location may also be impacted in these instances.

Unserved locations for American Rescue Plan Act (ARPA) funded programs in NC are defined as locations without access to fixed terrestrial internet service, through Fiber, Cable, or non-mobile Licensed Fixed Wireless technologies, of at least 25mb/s Download and 3mb/s Upload speeds. Underserved locations are defined as locations without access to fixed terrestrial internet service of at least 100mb/s Download and 20mb/s Upload speeds, but greater than 25mb/s Download and 3mb/s Upload speeds.

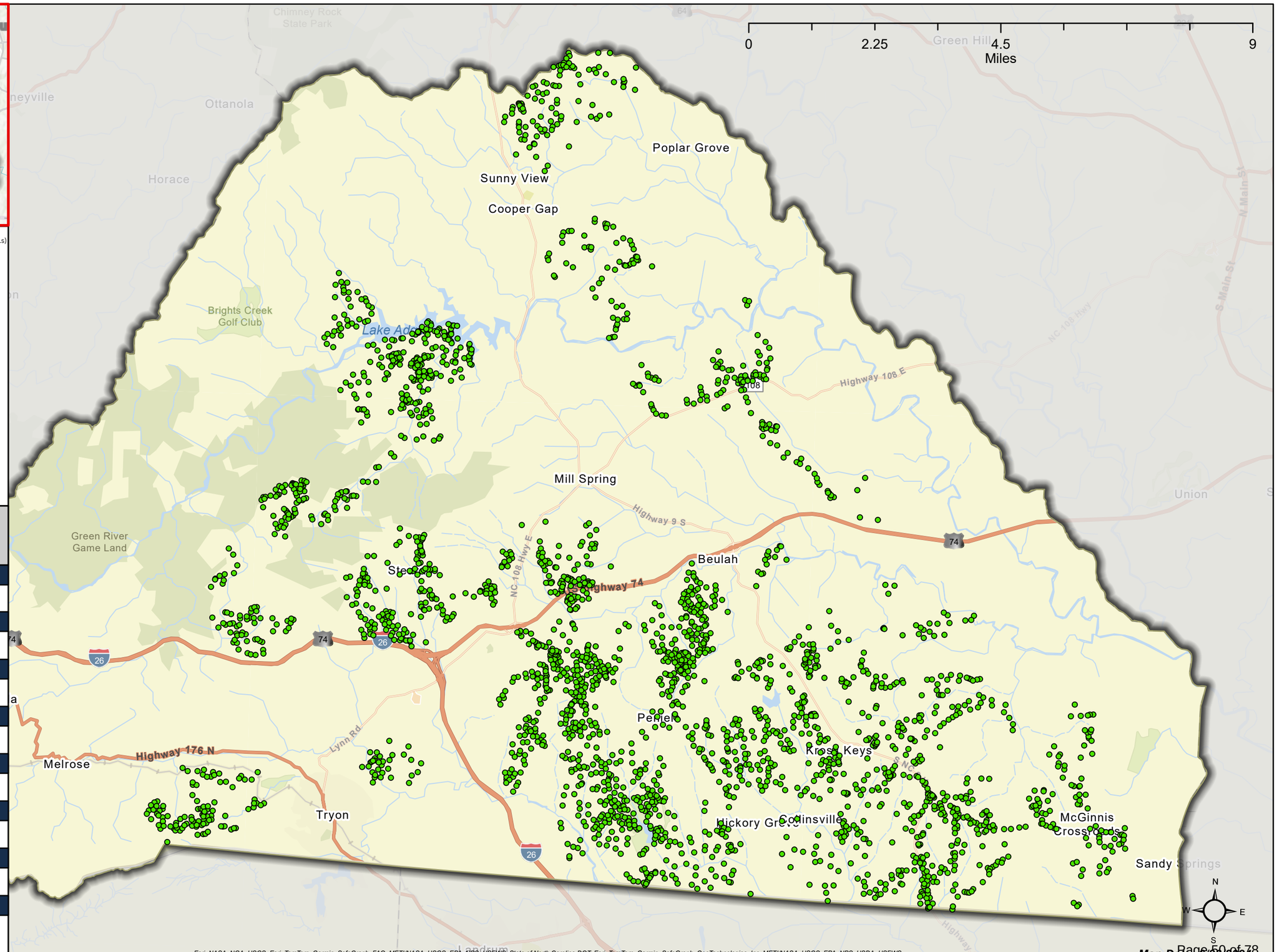
● **CAB Proposal Locations**

PROPOSAL MAPPING SUMMARY

Proposal ID: 1000022021

Provider: Skyrunner

Total Eligible Broadband Serviceable Locations Proposed	
2680 Locations	
Unserved Locations Proposed	
2680	**91.81% of Total Unserved in County**
Underserved Locations Proposed	
0	**0% of Total Underserved in County**
Fiber Locations Proposed	
2680	
Cable Locations Proposed	
0	
Fixed Wireless Locations Proposed	
0	
Average Download Speed Proposed	
1000 Mb/s	
Average Upload Speed Proposed	
1000 Mb/s	



Map Date: 6/26/2024

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

Division of Broadband and Digital Equity

Completing Access to Broadband (CAB) Program

POLK COUNTY SCOPE OF WORK

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Polk County Scope of Work
Completing Access to Broadband (CAB) Program

Section 1. Purpose and Background

Polk County ("the county") and the N.C. Department of Information Technology's Broadband Infrastructure Office ("NCDIT" or "the office") are hereby requesting responses from prequalified broadband providers ("vendors," "respondents," or "internet service providers") to build broadband infrastructure and provide broadband service to unserved and underserved locations within the county. The deployment of high-speed internet to homes, businesses, and community anchor institutions within the county would increase efficiency and productivity and create additional opportunities for telemedicine, distance education, teleworking, and more. The availability of high-speed internet is vital to the county's economic development and is a significant priority in the county's long-range plans.

This Scope of Work ("SOW") is part of North Carolina's Completing Access to Broadband ("CAB") program, which is set out in N.C. General Statute § 143B-1373.1. CAB is a collaborative effort between the county and NCDIT. NCDIT issued a statewide IT Convenience Contract to identify broadband providers that have the financial, operational, and technical capacity to deploy broadband infrastructure for the provision of internet service. The Broadband Expansion and Access Request for Proposals that resulted in the Convenience Contract can be found at: ncbroadband.gov/documents/broadband-expansion-access-rfp/download?attachment. Only broadband providers that are prequalified as part of the Convenience Contract may respond to this SOW. A list of eligible providers may be found at ncbroadband.gov/grants/cab-program. Information collected through the Convenience Contract process will also be used as part of the evaluation for this SOW.

Respondents should refer to the CAB Program Guidance for further details regarding the program: ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment.

Section 2. Project Requirements

All proposals must meet the following minimum requirements. Failure to meet any of these requirements will result in disqualification from consideration.

1. The respondent must be prequalified pursuant to State Convenience Contract in response to the RFP #41-500280.
2. The project must make broadband service available to agreed-upon eligible locations at the speeds required by the program. Broadband access is considered available if the broadband provider can provide broadband service to a location immediately or within 10 business days upon request and without cost to the customer other than standard connection fees.
3. The project must be designed to reliably meet or exceed speeds of 100 Megabits per second (Mbps) download and 100 Mbps upload upon completion.
4. Project construction must be completed by Oct. 31, 2026.
5. The broadband provider must provide broadband service to the agreed-upon locations at the minimum speed identified in its response for a period of three years after the completion of construction.

6. Eligible costs for the project will be paid on a reimbursement basis. All funds must be expended by NCDIT by Dec. 31, 2026.
7. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made on a reimbursement basis, Respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT.
8. Respondent must submit required documentation with its proposal according to the specifications set out below.

Section 3. Project Cost and Match Calculations

The total cost of the project will be apportioned among NCDIT, the county, and the selected broadband provider according to the percentages set out in N.C.G.S. §143B-1373.1(e). The amounts and percentages applicable to this project are as follows:

- The county received between $4 - $8 million in direct American Rescue Plan Act (ARPA) funding.
- The project may be apportioned either by:
  - Option A
    - The selected broadband provider provides exactly 15% of the total project cost;
    - The county must provide at least 10% of the total project cost;
    - NCDIT will provide up to 75% (not to exceed $8 million per county in the current fiscal year), which will come from the ARPA appropriated to it for the CAB program (the CAB Fund).
  - Option B
    - The selected broadband provider provides more than 15% of the total project cost;
    - NCDIT and the county will each provide half of the remainder of the total project cost.

Therefore, based on the county funding commitment of up to $1,000,000.00 for this project and the statutory requirements, the following are the amounts that **may** be proposed:

- Under Option A:
  - The **maximum** total project cost is $10,000,000.00, with the County contributing $1,000,000.00 to the project; NCDIT contributing $7,500,000.00, and the broadband provider contributing $1,500,000.00.
- Under Option B:
  - The **minimum** total project cost is $2,352,941.17 with the County contributing $1,000,000.00 to the project; NCDIT contributing $1,000,000.00; and the broadband provider contributing $352,941.17. The total project cost may increase if the broadband provider chooses to contribute a higher amount.

Please note that Option A, where the broadband provider contributes exactly 15% of the total project cost, likely maximizes NCDIT's contribution to the project and may result in a far larger project than Option B, depending on the broadband provider's contribution. For additional information on match calculations, see the Match Calculator at ncbroadband.gov/CAB. Respondents may submit more than one proposal, within the parameters set forth in Section 4.

Section 4. CAB Project Areas and Eligible Locations

NCDIT has published the eligible unserved and underserved Broadband Serviceable Locations (BSLs) within the county in an online interactive map (NC Completing Access to Broadband (CAB) Planning Tool) which is published on NC One Map. These BSLs are derived from Version 3 of the FCC Broadband Data Collection (BDC). Unserved broadband serviceable locations are those without availability to 25Mbps download and 3Mbps upload fixed internet service through fiber, cable, or qualifying licensed fixed wireless service. Underserved broadband serviceable locations are those without availability to 100 Mbps download and 20 Mbps upload through fiber, cable, or qualifying licensed fixed wireless service. These locations have been identified as a result of both the statewide protest process for CAB conducted in January 2024. Please refer to the CAB Program Guidance for a description of these processes.

When submitting proposed CAB project areas, respondents may propose to serve any eligible unserved and/or underserved locations in the county. Project locations must be submitted as a CSV file listing the BSL location IDs within the proposed project. Projects must be located within or on county boundaries and cannot go outside the county. Within the county, project areas do not need to be contiguous, and non-contiguous locations may be submitted either as part of a larger project or grouped into separate, smaller projects.

Respondents are permitted to submit more than one proposed project, not to exceed any statutory maximum described in Section 3, with the following requirements:

1. Multiple projects submitted by a single respondent must be mutually exclusive; in other words, locations within one submitted project may not overlap to any extent with locations within another submitted project.
2. Respondents must be prepared to implement all submitted project proposals within the county concurrently, as any combination of projects may get accepted for the same contracted buildout period.

If projects proposed by different respondents contain geographic overlap but are determined by the evaluation team to hold sufficient merit to be awarded contracts concurrently, NCDIT may (but is not required to) reach out to the respective respondents to discuss the viability of revising proposals to resolve the overlapping locations in such a way that funding will only be applied to one location (BSL).

Respondents submitting proposals must provide mapping files with the proposal to identify proposed project locations. Mapping files must meet the below requirements:

1. Projects must be defined using Version 3 of the FCC BSL data to identify the specific locations proposed by the internet service provider.
2. The respondent must use the template provided to submit a comma delimited CSV file containing the location IDs corresponding to the unserved and underserved locations to be served through the proposed project. The template is labeled CAB_ProposedLocationsProject_County_YYMMDD.
3. The CSV file of the proposed project locations must be named using the following naming convention: CAB_ProposedLocationsProject_County_YYMMDD.
4. A PDF file showing a county level project map.
5. The CSV and PDF files must be uploaded to the EBS system along with the other required documentation.

Section 5. Project Budget and Eligible Expenditures

All proposals must provide a total project budget and an average cost per location. At a minimum, the total project budget should include the following cost components:

- Easements (one-time fees)
- Materials (fiber, equipment, etc.)
- Construction/Installation
- Testing
- Engineering
- Lease/Collocation Fees (one-time fees)

The respondent agrees that any cost overruns to the contracted project are to be borne solely by the respondent, regardless of the statutory maximum. Once a project is contracted, additional locations cannot be added. Further, the state shall not be obligated for funds committed for project costs from the CAB Fund in excess of those sums appropriated by the general assembly to the CAB Fund.

The respondent also agrees and understands that county and NCDIT funding will be administered by NCDIT and reimbursed to respondent only upon receipt of satisfactory documentation of eligible expenditures. No funding will be advanced in the form of an upfront payment.

Expenditures eligible for reimbursement are only those directly related to the construction of broadband infrastructure, including installation, acquiring or updating easements, backhaul infrastructure, testing, engineering, and any other costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment. Overhead or administrative costs are not eligible for reimbursement. N.C.G.S. § 143b-1373.1(b).

In addition, the following expenditures are not eligible for CAB award funding and should not be submitted to NCDIT for reimbursement or credited towards the match requirement: middle mile, backhaul, and other similar projects not directed at broadband service for end users; lease payments; and expenditures related to areas where the respondent has been designated to receive funds through other state or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with 18 months or for the duration of the federal funding program for that area, or if the respondent is otherwise in good standing with the funding agency's regulations governing the funding program.

Eligible expenditures for materials incurred since March 15, 2021, may be reimbursed, subject to the respondent's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

The internet service provider will ensure that any funds received for this project are utilized for their intended purpose.

Section 6. Reporting and Monitoring

NCDIT will monitor this project to ensure that adequate progress is being made toward achieving the project milestones and that funds are expended appropriately. At NCDIT's discretion,

monitoring may include, but is not limited to, progress reports, site visits, financial reviews, and audits. The frequency and type of monitoring will depend on the internet service provider's risk level as determined by risk assessments conducted by NCDIT. NCDIT may assess risk at any time, including prior to award, and may use documentation provided as part of the response to the Broadband Expansion and Access RFP.

Respondent will: cooperate fully and in a timely fashion with NCDIT's risk assessments and monitoring; provide all information required by NCDIT in progress reports; maintain reports and accounting records specific to this project, make available all reports and records for inspection; authorize the release of information from third parties such as financial institutions; and generate any reports regarding the project as requested by NCDIT.

Failure to make adequate progress towards completion of this project, which may be demonstrated by, among other things, failure to submit progress reports or meet required milestones, may constitute a material breach of obligations and result in termination and forfeiture of awarded or expended funds.

More specific terms related to record-keeping, reporting, and monitoring may be found in the Convenience Contract and in Attachment A: Special Terms and Conditions.

Section 7. Evaluation of Responses

Evaluation Methodology

An evaluation committee consisting of representatives from NCDIT and the county will review and evaluate submitted proposals. The committee will conduct its evaluation of proposals using a best value methodology. A best value procurement is the "selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor." N.C.G.S. § 143-135.9. Award decisions are made based on multiple factors, such as the total cost of the project, the technical merit of the proposal, and the probability of the respondent performing on time, with high quality, and in a manner that accomplishes the objectives of this SOW. N.C.G.S. § 143-135.9; 09 NCAC 06b .0302(f). The award will be made to the respondent whose proposal is determined to be the most advantageous and best value to the State of North Carolina, using all evaluation criteria set forth herein.

Evaluation Criteria

Please submit a proposal that addresses the specifications listed below. The committee will evaluate responses based on their substantial conformity with these specifications, which are listed in order of importance. The committee will compare responses by identifying strengths and weaknesses measured against these criteria, and it will identify the offer that best addresses the stated priorities and balances price and quality.

Some of the information requested below should have been included in your response to the Request for Proposal certified in August 2023. You may reference your RFP submission where applicable rather than re-submit the same information. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee. See below for instructions on submitting the required information.

I. Ability of the Respondent to Perform

A. Financial Qualifications. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made available on a reimbursement basis, respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT. The following information is required in response to this SOW and will be evaluated along with the financial information provided in your response to the RFP.
    1. Updated Financial Solvency Information: Describe any significant changes in your financial position since your RFP response submission. If you are not a publicly traded company, provide:
        a. A Statement of Financial Position (Balance Sheet);
        b. An Income Statement (Profit & Loss Statement);
        c. Your most recent fiscal year-end financial statements; and
        d. Interim quarterly financial statements since the date of the most recent fiscal year-end financial statement.
    2. Cash Match Attestation: Provide an attestation that respondent has sufficient cash match to cover this project and state whether the cash match will be from a loan or existing funds. The awarded respondent will be required to deposit the full amount of the match in a separate account within 15 days of being notified of an award and provide NCDIT with a copy of a bank statement for that account, or otherwise comply with Term and Condition No. 9 set out in Attachment A.
    3. Updated Information on Deployment Grants: Provide a list of all broadband deployment projects funded by grants in North Carolina or geographically adjacent states that have been awarded to respondent since Aug. 1, 2023. Include the award date, award amount, expected end date of the project, granting agency, and location of the project; also include the outstanding financial/matching fund obligations due from the respondent for project completion. You do not need to include grants awarded by NCDIT.

B. Past performance. State how many federal and state broadband grant projects you have been awarded and whether you have been defaulted, terminated, or otherwise failed to complete any projects in the required timeline, have been accused of failing to complete any projects in the required timeline, or have forfeited or been asked to return any awarded or expended funds, or been notified by the grantor that you had failed to meet project milestones or timelines or submit required progress reports or other documentation.

C. Experience.
    1. Describe your experience building, managing, and maintaining projects of similar size and scope.
    2. Describe your experience providing customer service and support to end users of your high-speed internet offerings.

II. Technical Merits of the Project

A. Describe the technical approach for this project, including infrastructure, technology type, equipment, and last-mile solutions. Include a broad description of network planning for any central office, head-ends, middle mile fiber, colocations, and remote terminals, to demonstrate that the respondent has sufficient network planning in place to provide the needed service. Based on U.S. Treasury guidance, fiber projects receive prioritization over other technology types.

B. Provide a description of network and equipment redundancy and resiliency that will be built into the network.

C. Please describe proposed speed tiers to be offered to end users. For all locations, the proposed project must be designed to meet or exceed speeds of 100 Mbps symmetrical upon completion.
D. To consider whether the broadband service options offered will be affordable within the proposed service areas, please provide examples of current pricing information for different speed tiers offered in nearby or similar areas. The FCC's urban rate survey U.S. Benchmark Rate will be used as a baseline for analyzing affordability of these plans.
E. Describe the company's operational systems identified in 1-4 below. If applicable, state that NCDIT should rely on the information submitted in your response to the RFP. Provide any updates since that submission or information specific to this project.
    1. Participation in FCC's Broadband Data Collection system;
    2. Commitment to protection of subscriber data;
    3. Subscriber support for network access issues including, lack of service, underperforming service, or issues with equipment; and
    4. Billing and customer service.

III. Cost and Scope of the Project
A. Submit a project budget as described in Section 5 above that identifies the total project cost and average cost per location.
B. Identify the total number of locations proposed to be served, including how many locations are households, businesses, and community anchor institutions.
C. Using the map of eligible locations within the county published in the CAB Planning Tool, submit required mapping information. NCDIT will review and identify the following to be served by your proposal (listed in order of importance):
    1. The number of unserved locations in the county; and
    2. The number of underserved locations in the county

Other Evaluation Processes

The evaluation committee reserves the right to take any of the following actions: cancel this SOW if funds are not available or needs have changed; disqualify any responses to this SOW for nonconformance to the terms described herein; negotiate with specific respondents to achieve the best value; if negotiations are conducted, establish a timeline for the submission of a best and final offer; and extend the time to respond to this SOW. Taking exception to any of the terms and conditions in Attachment A may be considered a weakness of the proposal and/or may result in rejection of the proposal. Furthermore, the evaluation committee may within its discretion reject any response in whole or in part for the following reasons:

- Response is deemed unsatisfactory in terms of quantity, quality, delivery date, price, or service.
- Response does not comply with conditions of the SOW or with the intent of the proposed contract.
- Lack of competitiveness.
- Errors in specifications or indications that a revision of the SOW would be advantageous.
- Cancellation or changes in circumstances eliminate the need for the SOW.
- Limited or lack of funding available.
- Circumstances prevent the determination of the lowest responsible or most advantageous response.
- Any other basis that rejection would be in the best interest of the State of North Carolina.

If no acceptable responses are received but NCDIT determines that a new SOW is not in the best interests of the state, NCDIT may, but is not required to, conduct negotiations in writing with all sources that can meet the requirements.

NCDIT may, but is not required to, reach out to respondents to inquire about clerical errors and seek clarifications pursuant to 09 NCAC 06B .0307.

Section 8. Submission Requirements and Instructions

The deadline for submission is **May 13, 2024, at 11:59 p.m.** All proposals must be received by that time. Late responses will not be considered.

Proposals submitted in response to this SOW are being accepted through the Enterprise Business Services (EBS) system. Instructions for gaining access to EBS and for uploading proposals into EBS may be found at ncbroadband.gov/CAB. If you do not currently have access to the EBS system, please note that the process to receive credentials may take several weeks. **Therefore, to submit a timely proposal, you must begin the process of seeking access to EBS well in advance of the deadline noted above.**

A signature page is located at the end of the SOW, after the terms and conditions set out in Attachment A and project milestones in Attachment B. A signature by an authorized representative of your company indicates agreement with the requirements and specifications of this SOW, the terms and conditions, as well as the following statements:

1. The information submitted in response to this SOW is true and accurate.
2. The information submitted in response to the Broadband Expansion and Access RFP and to this SOW will be relied upon in consideration of this proposal.
3. If selected for a contract pursuant to this SOW, any commitment made in this proposal is a binding term of the contract.

Each respondent must complete a CAB Project Response Form, which may be found at ncbroadband.gov/CAB. This form serves as an overview of the proposal. Additional information not covered in the form must be uploaded separately as described below.

All documents and information listed below must be included in the proposal submitted in the EBS portal. Failure to submit any item in this list may result in disqualification from consideration. This list is an outline; please refer to the relevant sections of this SOW for more complete descriptions of the required information.

1. Executed Scope of Work. This full SOW, including the executed signature page, should be saved in an Adobe PDF format and uploaded as a standalone document. **Do NOT submit only the signature page.**
2. CAB Project Response Form. This should be saved in an Adobe PDF format and uploaded as a standalone document.
3. Updated Financial Information. See I.A.1. above.
4. Mapping Documents: CSV File and .PDF File showing a county-level project map. Naming convention: CAB_ProposedLocationsProject_County_YYMMDD.
5. CAB Project Budget Template.
6. Byrd Anti-lobbying Certification.

7. No Overdue Tax Debts Certification.
8. Key Personnel Form.
9. Documentation of Affordability Program (participation in ACP or similar program).

The CAB Project Response Form, Mapping template for the CSV file, CAB Project Budget Template, Byrd Anti-Lobbying Certification, No Overdue Tax Debts Certification, Key Personnel Form, and guidance on Documentation of Affordability Program may be found at ncbroadband.gov/CAB.

Where applicable, you may reference your RFP submission rather than re-submit the same documentation. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee.

Upon issuance of this SOW, employees and representatives of NCDIT and the county other than the identified point of contact will not discuss the contents of this SOW with any prequalified respondent or its representatives. Failure of a respondent and any of its representatives to observe this restriction may result in disqualification of any related response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

All terms and conditions from the Broadband Expansion and Access Request for Proposal (RFP # 41-500280 and Requisition # WS687900762) and the Convenience Contract resulting therefrom are incorporated herein and apply to this Scope of Work (together, the "agreement"). All information submitted to NCDIT pursuant to that RFP and in response to this SOW is part of the respondent's offer and will be relied upon in consideration of this proposal.

If the respondent is selected for a contract pursuant to this SOW, any commitment made by the respondent in its response hereto is incorporated herein and is a binding term of the contract.

In addition to the terms and conditions set out in the Broadband Expansion and Access RFP, the following terms and conditions apply to any project awarded pursuant to this Scope of Work.

Monitoring and Reporting

1. Project Monitoring. NCDIT will monitor this project, both on behalf of itself and the county, either directly or through contractors. NCDIT will monitor to ensure that adequate progress is being made towards achieving the project milestones set out in Attachment B herein and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the project budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions herein and in the Convenience Contract. Monitoring may include, at NCDIT's discretion, progress reports, site visits, document requests, financial reviews, and audits. The frequency and type of monitoring will depend on respondent's risk level as determined by the risk assessment. NCDIT will provide the county with all progress reports, financial reports, audits, technical reports, and reports from site visits within 10 business days of their completion, including supporting documentation.

2. Risk Assessments. NCDIT will conduct risk assessments to determine the appropriate monitoring needs of the project. NCDIT may assess this risk at any time, including prior to award, and may use documentation provided as part of respondent's response to the Broadband Expansion and Access RFP. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a project is low risk, medium risk, or high risk and implement or change monitoring and reporting requirements accordingly.

3. Cooperation in Monitoring. Respondent will cooperate fully and in a timely fashion with NCDIT's monitoring of the project and waives any objection to NCDIT's determination of the project's risk level or monitoring needs.

4. Reporting Compliance. Respondent will, within the timeframe specified by NCDIT, (1) provide the information required by NCDIT in all progress reports; (2) maintain reports and accounting records specific to this project and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) generate reports regarding the project as may be requested by NCDIT, including a final report after project completion.

5. Failure to Report. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT receives the delinquent report and the report meets with NCDIT's approval. Failure to submit required reports or other documentation as requested by NCDIT within the timeframe specified by NCDIT may, within NCDIT's discretion, result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding.

6. Failure to Make Progress. Failure to make adequate progress towards completion of this project, which may be demonstrated by (among other things) failure to submit progress reports or meet required milestones, may, withing NCDIT's discretion, constitute a material breach of respondent's obligations and result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding. NCDIT may, at any time during the proposal process or the lifespan of the project, also impose additional reporting requirements and/or award conditions upon respondent. These additional requirements and/or conditions may include, but are not limited to: withholding authority to proceed to the next phase of the project until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring respondent to obtain technical or management assistance; and establishing prior approvals.

7. Final Report. Within 30 days after the completion of construction, respondent shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the project. The final report shall include a review of performance and activities over the entire project period. In the final report, respondent shall include the following:
    a. A description of the project and how it was implemented;
    b. To what degree the established objectives were met;
    c. The difficulties encountered;
    d. The number of locations served and whether those locations are households or businesses;
    e. Mapping data sufficient to identify all locations served and infrastructure built;
    f. Total final cost of the project;
    g. Cost per location served;
    h. Speed levels, data allowances, and pricing options for all service levels offered to end consumers;
    i. Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
    j. Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the proposal are available throughout the project area to any end user connections; and
    k. Any other information requested by NCDIT.

8. Financial Records. Respondent shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the project in such a manner as to clearly identify and document the expenditure of the funds provided for this project from accounts for other awards, monetary contributions, or other revenue sources. Respondent shall retain all financial records, supporting documents, and all other pertinent records related to this project for five years after project completion, but in the event such

records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Separate Account. At all times during the term of this agreement, respondent is required to deposit and maintain the full amount of the CAB funds, minus any authorized expenditures for progress made on the project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other CAB projects awarded to respondent. Respondent must produce documentation from its bank or financial institution verifying account and fund segregation within five business days of request by NCDIT.
    a. As an alternative to maintaining the separate account, and only if requested in writing by respondent and agreed to in writing by NCDIT at NCDIT's sole discretion, respondent shall (1) maintain, for the life of the project under this agreement, a discrete budget that fully funds the CAB funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line-item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line-item in respondent's master capital budget management system within five business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 100% of the CAB funds awarded, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. A respondent who satisfies these conditions shall be deemed to satisfy the separate account requirement.

10. Audits. Respondent shall have a financial audit performed at least annually by an independent Certified Public Accountant. Respondent shall provide notice to NCDIT of the completion of such audits and will, upon request from NCDIT, provide access to audits and other financial information related to this agreement upon request. Respondent certifies that it will provide NCDIT with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement. The costs of audits shall not be allowable charges under this agreement.

Project Changes

11. Material Changes. A material change is any material alteration in, change to, or reduction of the project, including without limitation, a change in technology type, reduction in the number of locations to be served, reduction in the project area, change in total project cost by 10% or more, or the extension of time for construction. An amendment is required for a material change. Accordingly, prior to implementing a proposed material change, respondent shall submit the proposal to NCDIT for review and approval. Respondent shall not make a material change unless and until (1) the requested material change is expressly approved by NCDIT in writing and (2) an amendment is executed pursuant to the terms of this agreement. Amendments to this agreement requested by either party shall only take effect if and when agreed to in writing by both NCDIT and respondent. If respondent implements a material change without first obtaining written approval from NCDIT and an amendment, it will be subject to the remedies set forth in herein.

12. Project Changes. A project change is any non-material alteration in, change to, or reduction of the project, including without limitation, change in key personnel, project milestones, a change in total project cost by less than 10%, or transfer costs between

project expense line items detailed in the proposal. For a request to transfer costs between line items, all of following criteria must be met: (a) respondent provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this agreement; (c) the project funding amount, match amounts, and the total project cost are not modified; and (d) the requested revision is less than 10% of the total project cost. There shall be no project changes unless expressly approved by NCDIT. Prior to implementing a proposed project change, respondent shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed change. Any NCDIT-approved project change shall be made in writing by an authorized representative of NCDIT. NCDIT, in its sole discretion, may deny the requested project change, in which case the following alternatives would apply: (1) the project may be completed without changes; (2) the CAB funding may be rescinded by NCDIT if the project cannot be completed; (3) the CAB funding to the respondent may be rescinded by NCDIT and awarded to an alternate broadband provider pursuant to the CAB statutes; or (4) Respondent may withdraw from the project and return any project funds received to date, among other remedies as described herein. If respondent implements any project change without first obtaining written approval from NCDIT, it may be subject to the remedies set forth herein, unless NCDIT (in its sole discretion) expressly waives this requirement of project change review in writing.

13. Changes that Affect Performance. Respondent shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this agreement or the project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a material change or a project change.

    a. Any requests for extensions of time may either be deemed a material change or a project change in the sole discretion of NCDIT. If a project or material change to the budget has been requested, reimbursement requests may be delayed pending the approval of the project or material change.
    b. If changes to the budget have been made without the prior approval of NCDIT, no reimbursement shall be made until the process for a material change has been completed.
    c. In the event of a cost overrun or an increase in the total project cost, the amount of CAB funding shall not change. Respondent shall bear sole responsibility for any and all increased costs related to the project. In the event of a change in the total project budget that is 10% or more or a cost underrun, respondent must notify NCDIT, in writing, and submit a revised budget and narrative explaining the budget change or reduction of costs.
    d. If respondent determines that the actual costs of the project are less than the funded amount, it shall report this determination to NCDIT and shall return any surplus funds it has received.

Termination and Remedies

14. Termination by NCDIT for Default or Breach. If respondent fails to fulfill in a timely and proper manner its obligations required under this agreement or violates or fails to comply with any of the covenants or stipulations under this agreement or any applicable laws, rules, and regulations, and such default or breach is not cured within 30 calendar days of respondent's receipt of written notice of such default or breach, then NCDIT shall have the

right to terminate the agreement on any future date after giving respondent ten calendar days' written notice of termination. Any termination notice shall specify the termination date of the agreement and the agreement shall terminate automatically upon that date. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

15. Immediate Termination by NCDIT. Upon discovery of respondent's commission of fraud, NCDIT may immediately terminate this agreement by written notice. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

16. Termination by Mutual Consent. This agreement may be terminated at any time upon the mutual consent of NCDIT and respondent.

17. Termination due to the Unavailability of Funds. If federal funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, NCDIT shall have the right to terminate this agreement after giving respondent written notice of termination at least 20 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this agreement. Upon notice, respondent shall not expend any CAB funds without NCDIT's express written authorization. Upon termination of this agreement, the state shall have no responsibility to make additional payments to respondent.

18. Termination Procedures. All notices of termination of this agreement shall be given in accordance with the notice provisions of this SOW. If this agreement is terminated, respondent may not incur new obligations for the terminated portion of this agreement after it has received the notification of termination. Respondent shall cancel as many outstanding obligations as possible. Costs incurred by respondent after receipt of the termination notice will be disallowed. Respondent shall not be relieved of liability to NCDIT because of any breach of this agreement by respondent. NCDIT may, to the extent authorized by law, withhold payments to respondent for the purpose of set-off until the exact amount of damages due NCDIT from respondent is determined. Termination of duties of performance do not terminate respondent duties with respect to closeout reporting, record retention, access to records, and compliance with government audits.

19. Reduction in Scope. If respondent desires to reduce the scope of the project, including without limitation, a reduction of the number of locations to be served, it is required to comply with the procedures and requirements for a material change. Respondent acknowledges and agrees that if NCDIT, through a written amendment to this agreement, permits respondent to reduce the scope of the project, NCDIT may reduce the amount of the CAB funding by the corresponding reduction in locations. Upon receiving request to reduce the scope of the project, NCDIT may, in its sole discretion, terminate this agreement. If the respondent reduces the scope of the project without first obtaining approval from NCDIT and entering into an amendment, NCDIT may terminate this

agreement. Upon termination for a reduction in scope, NCDIT may seek all remedies available to it by law and set forth in this agreement. Respondent further agrees that it may be responsible for the following repayment or "clawback" payments:

a. If respondent fails to make service available to the number of locations identified in its proposal or fails to maintain service to those locations for the period of time required, NCDIT shall reduce its CAB funding by the product of the average cost per location and the number of locations not served. If such payments have already been made to respondent, respondent shall repay to NCDIT an amount equal to the product of the average cost per location and the number of locations not served. This remedy is not exclusive to any other remedy available to NCDIT, including termination and clawback or payment of additional amounts.
b. NCDIT shall notify respondent in writing of the amount to be repaid and direct respondent to repay such amount directly to NCDIT. All such amounts shall be due immediately upon demand by NCDIT. If not paid within 30 days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, NCDIT may employ an attorney to enforce its rights and remedies, and respondent hereby agrees to pay the legal costs and reasonable attorneys' fees of NCDIT plus all other reasonable expenses incurred by NCDIT in exercising any of its rights and remedies upon such default.

20. Improper or Ineligible Payments. Any item of expenditure by respondent under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the U.S. Department of the Treasury, the N.C. Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of respondent, shall become respondent's liability, and shall be paid solely by respondent, immediately upon notification of such, from funds other than those provided by NCDIT under this agreement. This provision shall survive the expiration or termination of this agreement.

21. Termination and Remedies Acknowledgement. Respondent acknowledges and agrees that the rights and remedies of NCDIT as set forth herein and elsewhere in this agreement are not exclusive and are in addition to any other rights and remedies provided by statute, regulation, or other applicable law or equitable doctrine.

General Provisions

22. Implementing Laws, Rules, and Regulations. This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the CAB program, including, but not limited to, the following:

a. The CAB statute at N.C.G.S. 143B-1373.1 and all applicable laws, rules and regulations of the State of North Carolina.
b. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.
c. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022)

and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

d. Provisions of the Supplementary Broadband Guidance relevant to contractors, found at SLFRF and CPF Supplementary Broadband Guidance (treasury.gov).
e. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury regarding the administration of ARPA and SLFRF funds.

23. Conflicts of Interest. Respondent certifies to NCDIT that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of NCDIT or the county involved in the selection, award, or administration of this agreement (each a "covered individual"); no member of a covered individual's immediate family; no partner of a covered individual; and no organization (including respondent) which employs or is about to employ a covered individual; has a financial or other interest in, or has received a tangible personal benefit from, respondent. Should respondent obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent further certifies to NCDIT that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of NCDIT or the county. Should respondent obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent understands that (1) NCDIT will use ARPA funds to pay for the cost of this contract and (2) the expenditure of ARPA funds is governed by the Conflict of Interest Policy of NCDIT, the federal requirements, and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234 through 234.3). Respondent must disclose in writing to NCDIT any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

24. Conflict of Interest Policy. Every respondent shall file with NCDIT a copy of respondent's policy addressing conflicts of interest that may arise involving the respondent's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as respondent's employees or members of its board or other governing body, from the disbursing of state funds to respondent, and shall include actions to be taken by respondent or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before NCDIT may disburse funds. Respondent's failure to follow its policy may result in NCDIT refusing reimbursement requests and termination of the agreement.

25. Licenses, Certifications, Permits, Accreditation. Respondent shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to NCDIT proof of any licensure, certification, permit or accreditation upon request.

26. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. Each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding

obligations, or as required by applicable law or regulation without written permission from the other. In any such statement, the relationship of the parties shall be accurately and appropriately described.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), NCDIT encourages respondent to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), NCDIT encourages respondent to adopt and enforce policies that ban text messaging while driving.

29. Ownership of Network. Respondent shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the project pursuant to this agreement.

30. Indemnification. To the fullest extent allowed by law, respondent hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, NCDIT), the County, and their officers, employees, agents and attorneys (together, the “indemnified parties”), from any claims of third parties arising out of any act or omission of respondent or any third party in connection with the performance of this agreement and for all losses arising from the agreement’s implementation. Without limiting the foregoing, and to the fullest extent allowed by law, respondent hereby releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys’ fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the project identified in this agreement, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether arising out of acts, omissions, or negligence of respondent or of any third party or of any of its agents, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the agreement. Respondent further warrants that it will comply with all relevant and applicable federal requirements and laws, and, to the fullest extent allowed by law, will release, indemnify and hold harmless the indemnified parties from any claims or losses resulting to the indemnified parties from its noncompliance with such federal requirements or law in the performance of this agreement.

31. Merger, Consolidation, or Sale. Respondent agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of respondent contained in this agreement, subject to the prior written consent of NCDIT if such action constitutes an assignment of respondent’s obligations under this agreement. If respondent so merges, consolidates, or sells its assets without prior written consent, it agrees to make any

payment due under this agreement to NCDIT upon request and as directed. Further, a merger, consolidation, or sale without prior written consent shall constitute a material default under this agreement, and NCDIT may terminate this agreement upon written notice and hold respondent liable for any such payment provided for under this agreement.

32. Notice of Cessation, Bankruptcy, Dissolution, or Insolvency. Other than as provided for in this section, if respondent ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding during the term of this agreement, it shall be cause for termination. Respondent shall give NCDIT immediate notice of the event. Upon such termination, respondent shall pay the applicable repayment or clawback amount to NCDIT upon request, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

33. Subcontractor Agreements. Upon request by NCDIT, respondent shall provide copies of any agreements made by and between respondent and any subcontractors for the purpose of performing services to fulfill its obligations under this agreement.

34. Sovereign Immunity. Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the state under applicable law.

35. Waiver of Objections to Timeliness of Legal Action. Respondent knowingly waives any objections it has or may have to timeliness of any legal action (including any petition for contested case hearing or civil action) by the state (including, without limitation, NCDIT) to enforce its rights under this agreement. This waiver includes any objections respondent may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

36. Use of EBS Required. Respondent acknowledges and agrees to use and to obtain and maintain account access to use Enterprise Business Services (EBS) in connection with its proposal and performance under this agreement.

37. Notice. All notices required or permitted by this agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed to respondent to the offeror using the name, physical address, and email address listed on the signature page of this SOW. Notice to NCDIT by email shall be addressed to CABprogram@nc.gov with cc to Creecy.johnson@nc.gov. Notice to NCDIT by mail shall be addressed to the Director of the Broadband Infrastructure Office, N.C. Department of Information Technology, P.O. Box 17209, Raleigh, NC 27619-7209, with cc to Creecy Johnson, Legal Counsel, at the same address.

38. Representations, Warranties, and Certifications. Respondent hereby represents, warrants, and certifies that:

    a. Respondent's proposed project area is eligible.
    b. The information provided in respondent's proposal is true and accurate.

c. The signatory on the proposal has been fully authorized by respondent's governing body to file the proposal.
d. If awarded a contract, respondent will properly and timely submit all documentation requested by NCDIT.
e. Respondent has substantially complied with and/or will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to this project.
f. Respondent has no citation under the Occupational Safety and Health Act that has become a final order within the past three years for willful serious violations or for failing to abate serious violations.
g. Respondent is not in default on any loan or grant previously made by the state of North Carolina.
h. No member of management or any principal of respondent has ever been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety.
i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body, that is either pending, or to the knowledge of the respondent, threatened against or affecting the respondent, that could or might adversely affect the project, any of the transactions contemplated by this agreement, the validity or enforceability of this agreement, the abilities of respondent to discharge their obligations under this agreement, respondent's finances or operations, or that would reasonably be expected to impact NCDIT's decision to award a contract. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the project, this agreement and this agreement may be terminated by NCDIT.
j. Respondent is solvent, is financially capable of performing the project responsibilities, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that respondent was not solvent, was not financially capable of performing its responsibilities under this agreement, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not duly authorized to do business under North Carolina law, respondent may require repayment from respondent or invoke any other remedies available to NCDIT under this agreement.

39. CAB Program Guidelines. NCDIT policy related to the performance of this project is set out in the CAB Program guidelines, which may be amended, modified, or supplemented. Guidelines and other documentation are available at ncbroadband.gov/funding-programs, ncbroadband.gov/grants/cab-program, and ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment

40. Binding Effect. The terms of this agreement are and shall be binding upon the parties and their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto. The parties must disclose this agreement to any such person or entity described in this section.

ATTACHMENT B: Project Milestones

Milestone	Due Date
• Initial status of the engineering and design of the project • Initial list of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in First Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Second Progress Report
• Minimum of at least one Reimbursement Request has been submitted	Submitted within 6 months of Effective Date
• Evidence of the start of construction • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Fourth (end of first year) Progress Report
• Minimum of two cumulative Reimbursement Requests have been submitted	Submitted within 1 year of Effective Date
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment • Access is available to 10% of the locations with submission of addresses in the format designated by the office	Reported in Sixth Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Seventh Progress Report
• Completion of the Construction Period • Access is available to 100% of the locations with submission of addresses in the format designated by the office • Beginning of Maintenance Period	Reported in End of Construction Period Final Report
• All reimbursement requests have been submitted	Final submission within 30 days of End of Construction or by Oct. 31, 2026, whichever is sooner
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y1 Annual Report
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y2 Annual Report
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y3 Annual Report

SIGNATURE PAGE	
STATE OF NORTH CAROLINA	**SOW No.** CABSOWPOLK01
N.C. DEPT OF INFORMATION TECHNOLOGY DIVISION OF BROADBAND AND DIGITAL EQUITY	**Issue Date:** March 28, 2024
Refer ALL inquiries regarding this SOW to: Shanon Gerger at Shanon.Gerger@nc.gov	**Proposal Due Date:** May 13, 2024
	Description: Polk County Scope of Work for the Completing Access to Broadband Program

OFFER AND ACCEPTANCE: NCDIT seeks proposals for the project described in this Scope of Work. NCDIT's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this SOW, (3) requirements and specifications, (4) Terms and Conditions in the Broadband Expansion and Access RFP, and (5) the agreed portions of the awarded Vendor's offer.

EXECUTION: In compliance with this Scope of Work, and subject to all the conditions herein, the undersigned offers and agrees to provide the goods and services offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

OFFEROR: Skyrunner, Inc			
STREET ADDRESS: 779 Dogwood Rd		P.O. BOX:	ZIP: 28806
CITY, STATE & ZIP: Asheville, NC, 28806		TELEPHONE NUMBER: 8282588562	TOLL-FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: James J Boyd		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE: 5/13/2024	E-MAIL: jj@skyrunner.net	

Offer valid for 90 days from date of offer.

ACCEPTANCE OF OFFER: If any or all parts of the proposal are accepted, an authorized representative of NCDIT shall affix his or her signature hereto.

FOR STATE USE ONLY

Offer accepted and contract awarded this 28 *day of* June, *20* 24, *as indicated on attached certification,*

by _____ (Authorized representative of NCDIT).

EMBARGOED UNTIL 1 P.M. ON JULY 1

Nineteen More Counties to Receive Expanded Internet Access through NCDIT's Completing Access to Broadband Program

NCDIT Announces $112 Million in County Projects

RALEIGH, N.C. – The N.C. Department of Information Technology's (NCDIT) Division of Broadband and Digital Equity today announced an additional $112 million in Completing Access to Broadband (CAB) program projects to connect 25,903 households and businesses in 19 counties to high-speed internet. These projects will be funded by more than $61 million from the federal American Rescue Plan awarded by NCDIT, more than $25 million from counties and nearly $26 million from selected broadband providers:

- **Buncombe County: Bellsouth Telecommunications, LLC (AT&T North Carolina).** This award will provide high-speed internet access to 967 locations (40% of the county's 2,394 eligible locations).
- **Burke County: Connect Holding II, LLC (Brightspeed) and Spectrum Southeast, LLC (Charter Communications).** These awards will provide high-speed internet access to 742 locations (21% of the county's 3,469 eligible locations).
- **Caldwell County: Spectrum Southeast, LLC (Charter Communications).** This award will provide high-speed internet access to 160 locations (9% of the county's 1,769 eligible locations).
- **Caswell County: Spectrum Southeast, LLC (Charter Communications).** This award will provide high-speed internet access to 589 locations (38% of the county's 1,552 eligible locations).
- **Cumberland County: Connect Holding II, LLC (Brightspeed) and StarVision, Inc.** These awards will provide high-speed internet access to 1,692 locations (74% of the county's 2,286 eligible locations).
- **Edgecombe County: Connect Holding II, LLC (Brightspeed).** This award will provide high-speed internet access to 1,420 locations (64% of the county's 2,212 eligible locations).
- **Franklin County: Connect Holding II, LLC (Brightspeed).** This award will provide high-speed internet access to 2,374 locations (50% of the county's 4,714 eligible locations).
- **Granville County: Roanoke Connect Holdings (Fybe).** This award will provide high-speed internet access to 1,697 locations (40% of the county's 4,237 eligible locations).
- **Harnett County: Connect Holding II, LLC (Brightspeed).** This award will provide high-speed internet access to 1,539 locations (32% of the county's 4,878 eligible locations).
- **Macon County: Balsam West.** These awards will provide high-speed internet access to 1,163 locations (45% of the county's 2,598 eligible locations).
- **Martin County: Connect Holding II, LLC (Brightspeed).** This award will provide high-speed internet access to 2,064 locations (95% of the county's 2,181 eligible locations).

- **Northampton County: Connect Holding II, LLC (Brightspeed) and Spectrum Southeast, LLC (Charter Communications).** These awards will provide high-speed internet access to 902 locations (94% of the county's 963 eligible locations).
- **Person County: Spectrum Southeast, LLC (Charter Communications).** These awards will provide high-speed internet access to 1,850 locations (54% of the county's 3,412 eligible locations).
- **Polk County: Skyrunner, Inc.** This award will provide high-speed internet access to 2,680 locations (92% of the county's 2,919 eligible locations).
- **Rockingham County: Spectrum Southeast, LLC (Charter Communications).** This award will provide high-speed internet access to 898 locations (39% of the county's 2,286 eligible locations).
- **Stanly County: Bellsouth Telecommunications, LLC (AT&T North Carolina) and Windstream North Carolina, LLC.** These awards will provide high-speed internet access to 1,013 locations (22% of the county's 4,566 eligible locations).
- **Swain County: Zito West Holding, LLC (Zito Media).** This award will provide high-speed internet access to 518 locations (32% of the county's 1,595 eligible locations).
- **Wake County: Bellsouth Telecommunications, LLC (AT&T North Carolina) and Spectrum Southeast, LLC (Charter Communications).** These awards will provide high-speed internet access to 1,722 locations (63% of the county's 2,751 eligible locations).
- **Warren County: Connect Holding II, LLC (Brightspeed) and Spectrum Southeast, LLC (Charter Communications).** These awards will provide high-speed internet access to 1,913 locations (66% of the county's 2,895 eligible locations).

The CAB program's procurement process creates a partnership between counties and NCDIT to identify areas that need access, solicit proposals from prequalified internet service providers and quickly make awards. Awardees must agree to provide high-speed service that reliably meets or exceeds speeds of 100 Mbps download and 100 Mbps upload.

"We are excited so many counties and internet service providers have partnered with us on the CAB program," said NCDIT Deputy Secretary for Broadband and Digital Equity Nate Denny. "These awarded projects will help us make significant progress on closing the state's digital divide."

These CAB program awards will be added in late July to NCDIT's new dashboards that show details and progress on programs funded by the federal American Rescue Plan Act as part of Governor Roy Cooper's plan to close the digital divide. The awards add to the nearly $404 million in Growing Rural Economies with Access to Technology (GREAT) grants and previous CAB funding awarded in 2022-2024 that are set to connect nearly 161,000 North Carolina households and businesses to high-speed internet.

For more information about the NCDIT Division of Broadband and Digital Equity and Governor Cooper's plan to close the digital divide, visit ncbroadband.gov.

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NC DIT Broadband Infrastructure Office | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

COMPLETING ACCESS TO BROADBAND (CAB) PROGRAM
MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding (MOU) establishes an agreement and commitment between the North Carolina Department of Information Technology (NCDIT) and Polk County (the County), regarding the transfer of funds from the County to NCDIT as the County's portion of the required financial match for the CAB project identified below.

This MOU is subject to the provisions of all applicable Federal, State and local laws, regulations, policies, and standards.

II. Background

On March 28, 2024, NCDIT posted a County Scope of Work document requesting responses from pre-qualified vendors to build broadband infrastructure and provide broadband service to unserved and underserved locations within the County. NCDIT received proposals in response to the County Scope of Work, and an evaluation team, with members from NCDIT and the County, reviewed the proposals and agreed to award the broadband infrastructure project (CAB Project) to Skyrunner Inc. (Respondent) pursuant to its Application #1000022021. The total cost of this CAB Project is apportioned among NCDIT, the County, and the Respondent according to N.C.G.S. 143B-1373.1(d) or (e) and as set out in Section 3 of the County Scope of Work document.

III. Fiscal Responsibility

Within sixty (60) days of executing this MOU, the County agrees to send its portion of the required financial match in the amount of $811,749.90 to NCDIT to be used for the CAB Project.

NCDIT agrees to use these funds solely for this CAB Project and to designate these funds in an account separate from other NCDIT funds. NCDIT will contribute a financial match to this CAB Project in the amount identified in the contract with the Respondent.

The County shall transfer its portion of the required financial match to NCDIT by mailing a check payable to:

NC Department of Information Technology
Broadband CAB Program
Accounts Receivable (AR)
P.O. Box 17209
Raleigh, NC 27619-7209

Mailings must include a copy of this MOU and reference Broadband CAB Program on the check.

In the event that the CAB Project is terminated and NCDIT seeks the clawback of funds from the Respondent, the County and NCDIT will share pro rata in any money returned by the Respondent. In the event of a cost underrun for the CAB Project, NCDIT will refund the County its pro rata portion of the total project cost.

IV. Source of Funding and Reporting

NCDIT will use American Rescue Plan Act (ARPA) Capital Project Funds for its portion of the project cost. Pursuant to the CAB statute (N.C.G.S. 143b-1373.1), the County must use nonrestricted general funds or ARPA funds for its portion of the CAB Project. If the County is using ARPA funds, it is responsible for its own reporting to U.S. Treasury regarding these funds. Pursuant to the Scope of Work Special Term and Condition No. 1, NCDIT will provide the county with all progress reports, financial reports, audits, technical reports, and reports from site visits within 10 business days of their completion, including supporting documentation. Respondent is a contractor of NCDIT, and the contract between NCDIT and Respondent consists of the Broadband Expansion and Access RFP, the executed County Scope of Work, the Best and Final Offer document, the commitments made by Respondent in its proposal, and any amendments entered into between NCDIT and Respondent. Applicable provisions of 2 C.F.R. 200 and the State and Local Fiscal Recovery Fund Final Rule are included in that contract.

V. Effective Period

This MOU shall remain in full force and effect until the termination of the contract between NCDIT and the Respondent for the CAB Project or until superseded, terminated, cancelled, or revoked by law or by one of the parties herein. This MOU may be amended, if mutually agreed upon, to change the scope and terms of this MOU or as necessary to conform to changes in authorizing legislation. Such changes shall be incorporated as a written amendment to this MOU.

VI. Notice

All notices and information permitted or required to be given by one party to the other and all questions about the MOU from one party to the other shall be addressed and delivered to the person listed below.

For NCDIT: Creecy Johnson, Legal Counsel
North Carolina Department of Information Technology
Division of Broadband and Digital Equity
Post Office Box 17209
Raleigh, North Carolina 27619-7209
Creecy.johnson@nc.gov
(919) 737-5649

For County: (name, title, address, email, telephone)

_____
_____
_____
_____

VII. Approvals

NCDIT and the County indicate agreement with the terms of this MOU by the signature of their respective authorized officials below. The individuals signing below warrant that they are authorized to execute this MOU and bind their respective entities to its terms.

NC DEPARTMENT OF INFORMATION TECHNOLOGY

_____ _____
Nathaniel Denny, Deputy Secretary Date
Division of Broadband and Digital Equity
NC Department of Information Technology

POLK COUNTY

_____ _____
Signature Date

_____ _____
Printed Name Title

POLK COUNTY FINANCE

BUDGET AMENDMENT: GENERAL FUND BALANCE

DATE: 8/19/2024 BOC Meeting BATCH #: _____ LINE_____

Dept.: Governing Body - CAB Project Match

Amendment # : 2-F Fund balance

INCREASE EXPENSE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-4110-5800-0	Capital Improve	$ 811,750	10-3991-0000	Fund Balance Approp	$ (811,750)
		811,750			(811,750)

EXPLANATION: To appropriate fund balance for the County match to NCDIT for the CAB Project for Polk County broadband infrastructure to unserved and underserved areas.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER