BOARD OF COMMISSIONERS PUBLIC HEARINGS AND REGULAR MEETING NOVEMBER 18, 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 - Purpose of the Public Hearing: To receive citizen input on the FY2025 NCDOT Section 5310 Operations Grant Application for the Polk County Transit Authority.

   B. Citizen Comments

   C. Adjourn Public Hearing

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

3. Invocation - Chairman Yoder.

4. Pledge of Allegiance - Commissioner Overholt.

5. Approval of Agenda

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

6. Consent Agenda

   A. Approval of the October 21, 2024 Regular Meeting Minutes.

   B. Schedule a Public Hearing for proposed new road names to be considered on Monday, January 6, 2025 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   C. Sheriff Department Monthly Activity Report for October 2024.

   D. Tax Refund Request in the amount of $772.99.

   E. Builders Inventory Application Approval, Tax Department.

7. Citizen Comments on Agenda Items.

8. Regular Agenda Items

A. FY 2025 PCTA Grants & Resolution - To consider approval of 5310 Operations Transit Grant subsequent to the public hearing. Bill Crisp PCTA Manager.

B. Hurricane Helene Storm Recovery Update - Bobby Arledge, Emergency Management Director.

C. Lake Adger Dam Project Update - Dave Odom, Odom Engineering.

D. Polk County Schools - Director of Operations, Brandon Schweitzer.
1. Public School Building Repair and Renovations Fund, NC Education Lottery totaling $93,976.
2. Public School Building Capital Fund, NC Education Lottery, totaling $153, 948.
3. Request a transfer of $67,007 from the County's Capital Reserve Account to reimburse Polk County Schools for capital expenses paid through this year.

E. Uniform Schedule of Values, Standards, and Rules for the 2025 County-Wide Revaluation – Melissa O'Loughlin, Tax Administrator.

F. Streamflow Rehabilitation Assistance Program (StRAP) Grant Extension - Kelly Gay, Soil & Water Director.

G. US Cellular Tower, Lease Approval - Manager Pittman.

9. Citizen Comments on Non-Agenda Items.

10. Adjournment

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Polk County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Nov. 29, 2024. The public hearing will be held on November 18, 2024 at 5:00 PM before the (*governing board*) Polk County Board of Commissioners**.**

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Kristy Tipton on or before Nov 15, 2024, at telephone number 828 894-3301 or via email at ktipton@polknc.org.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Polk County as well as provides transportation options and services for the communities within this service area. These services are currently provided using vans, buses, and SUV's_____. Services are rendered by Polk County Transportation.

The total estimated amount requested for the period ***July 1, 2024 through June 30, 2025.***

NOTE: Local share amount is subject to State funding availability.

Project	Total Amount	Local Share	
5311 Administrative	$	$	(15%)
5311 Operating	$	$	(50%)
Combined Capital	$	$	(10%)
5310 Operating	$ 167,200	$ 83,600	(50%)
Other _____	$	$	(%)
Other _____	$	$	(%)
TOTAL PROJECT	$	$	

Total Funding Request **Total Local Share**

This application may be inspected at county manager's office from Nov. 11, 2024 to Nov. 18, 2024. Written comments should be directed to Josh Kennedy before November 18, 2024.

End of Notice

Note: **AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application.

FY26 PUBLIC HEARING NOTICE
Last Updated: 04/01/2024

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
October 21, 2024 - 5:00 PM
Bryant H. Womack Justice & Administration Building
4O Courthouse Street
Columbus, NC 28722
MINUTES

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

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

2. Invocation - Commissioner Moore.

3. Pledge of Allegiance - Commissioner Melton.

4. Approval of Agenda

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

   Chairman Yoder stated that Dave Odom was unable to attend the meeting and would be added to the November 18th meeting. Commissioner Moore requested that Speaker Tim Moore be added to the agenda in his place.
   Vice-Chairman Melton moved to amend and approve the agenda as requested, seconded by Commissioner Moore and the motion carried unanimously.

5. Consent Agenda

   A. Approval of the October 7, 2024 Public Hearings and Regular Meeting Minutes.

   B. Sheriff Department Monthly Activity Report for September 2024.

   C. Approval of the updated Board of Commissioners 2024 Meeting Schedule.

   D. Schedule a public hearing to take public comments on the Polk County Transit Authority FY 2025 NCDOT Section 5310 Operations, or combination thereof, Community Transportation Grant for Monday, November 18, 2024 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   E. Tax Refund Requests in the Amount of $969.59.

   Commissioner Moore moved to approve the Consent Agenda, seconded by Vice-Chairman Melton and the motion carried unanimously.

6. Citizen Comments on Agenda Items.

There was one citizen comment on agenda items.

7. Regular Agenda Items

A. Lake Adger Dam Project Update - Dave Odom, Odom Engineering.

At the request of Commissioner Moore, and due to the absence of Dave Odom, Speaker of the House Tim Moore gave an update on the progress made at the state level, including the passing of a $273 million Bill, which also extended deadlines for items such as driver's license renewals and gave schools flexibility in their calendars. He said more funding would be discussed in session on Thursday. He went on to thank the NCDOT and the County staff for their hard work.

B. Hurricane Helene Storm Recovery Update - Bobby Arledge, Emergency Management Director.

Mr. Arledge gave an update on the ongoing Hurricane Helene recovery efforts at the county level. He said the Army Corps of Engineers and FEMA were entering into a contract for debris clean up which will take place of the contract between Polk County and a State Contract vendor proposed in the last meeting. He said the FEMA Disaster Recovery Center hopes to be up and running soon and will keep the public updated on both of these items as he gets more information. Together with Manager Pittman, he then presented a Budget Amendment in the amount of $272,700 to increase certain budget lines for FEMA reimbursable spending due to Hurricane Helene. Manager Pittman said these funds are 100% reimbursable and will be used to pay out compensatory time and bonus time for employees who worked throughout the storm, supplies, travel/lodging for outside assistance and food and provisions.
Vice-Chairman Melton moved to approve the budget amendment , seconded by Commissioner Moore and the motion carried unanimously.

C. Cost of Community Services Study - Edward Olive, Lois Brit School of Agribusiness at the University of Mt. Olive.

Mr. Olive presented the Cost of Community Services Study, a copy of which is hereby incorporated by reference into these minutes.

D. Farmland Preservation Resolution - Magnolia Long, Sr. Planner, RPO Director, Foothills Regional Commission.

Alan Toney, Director of Community and Economic Development for Foothills Regional Commission, presented the Farmland Preservation Resolution for approval.
Commissioner Moore moved to adopt the Farmland Preservation resolution, seconded by Vice-Chairman Melton and the motion carried unanimously.

E. Resolution Supporting Operation Green Light - This item added at the request of Chairman Yoder.

Chairman Yoder presented the Operation Green Light for Veterans Resolution for

adoption.
Vice-Chairman Melton moved to adopt the resolution, seconded by Commissioner Moore and the motion carried unanimously.

8. Citizen Comments on Non-Agenda Items.

   There were three citizen comments on Non-Agenda Items.

9. Adjournment

   Vice-Chairman Melton moved to adjourn, seconded by Commissioner Moore 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

November 18, 2024

AGENDA ITEM # 6.B

Schedule a Public Hearing for proposed new road names to be considered on Monday, January 6, 2025 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 18, 2024

AGENDA ITEM # 6.C

Sheriff Department Monthly Activity Report for October 2024.

ATTACHMENTS

1. October2024

Activity Report - October 2024

CALLS FOR SERVICE				
Alarms (Residential/Commercial)	18		Fraud/Forgery Report	10
Animal Complaint/Livestock	119		Intoxicated Person Report/Driver	5
Armed Person	2		Involuntary Commitment/Mental Subject	2
Assault/Abuse	7		Juvenile Complaint	8
Assist FD/EMS/Rescue	10		Larceny Report/Shoplifting	16
Assist Law Enforcement Agency	25		Missing Person Report	2
Assist Motorist/Public	40		911 Follow Up/Hang up	14
Assist Other/Outside Agency	24		Property Damage/Hit & Run	5
Breaking & Entering	9		Shots Fired (Report/Complaint)	4
Citizen Contact/Call by Phone	48		Special Activity/Event	13
Civil Related/Custody Dispute	9		Stolen Vehicle	2
Communicating Threats	2		Suspicious Activity (Person/Vehicle)	73
D.O.A.	4		Traffic Control/C&R Driver	51
Disturbance/Dispute/Fight	26		Trespassing	14

Domestic Related	20		Vandalism	1
Escort (Funeral/Public)	7		Warrant/Process Service/Search Warrant	80
Follow-Up Investigation	8		Welfare Check	163

ANIMAL CONTROL	
Animals Picked Up*	90
Bite Report	2
*72 dogs,18 cats	

LOBBY	
Fingerprinting	34
Telephone Calls	405
In Person	425

ARRESTS	
Misdemeanor	9
Felony	14

OTHER	
Weapons Seized	2
Traffic Stops	196
Citations Issued	75
Charges by Citation	103
Checkpoint	9

CIVIL	
Civil Summons & Complaint	11
Domestic Protection Order	2
Order to Appear/Show Cause-Child Support	1
Other	20
TOTAL	**34**

SECURITY CHECKS	
Residence	171
Business	1535
Church	213
School	149
TOTAL	***2068***

DETENTION CENTER	
Inmates Admitted	52

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 18, 2024

AGENDA ITEM # 6.D

Tax Refund Request in the amount of $772.99.

ATTACHMENTS

1. Tax Refund Request

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 10/31/2024

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Passini Amber/ Hendricks Jeffrey	P74-40	$133.89	Town Of Columbus Council-Released Penalty & Interest
Mendez Heidi M	P63-31-26	$254.00	Double Payment- Customer paid in before receiving the debt set off payment
Adrian Pratt	vehicle	$335.10	tag surrender
Susan Bridges-Smith	P5-55	$ 806.66	over payment - corrected value
	TOTAL:	**$722.99**	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 18, 2024

AGENDA ITEM # 6.E

Builders Inventory Application Approval, Tax Department.

ATTACHMENTS

1. Builders Inventory Application Approvel - Tax Department.

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 11/12/2024

Re: Late application

Late application for Builders Inventory. Does qualify and would have been approved if submitted on time.

Recommend approving this application.

Form AV-65
01-20

BUILDER PROPERTY TAX EXCLUSION

Each improvement requires a one-time application under N.C.G.S. §105-282.1.

Application for Tax Year: 2024 County: Polk

Owner(s): Kevin + Krystal Powell
Mailing Address: PO Box 512 Columbus, NC 28722
Home Phone: 828-817-9340 Mobile: 828-817-9340
Email Address: kp2custombuilders@gmail.com

Business Trade Name: KP Squared Custom Builders LLC
Mailing Address: PO Box 512 Columbus, NC 28722
Business Phone: Mobile: 828-817-9340
Email Address: kp2custombuilders@gmail.com Website:
Contact: (If different from above) Phone:

Builder Information

Is the applicant a general contractor?

☒ Yes General Contractor License No. 99810

○ No For purposes of qualifying as a *builder* under G.S. 105-273(3a), please answer the following questions and attach supporting documentation as needed.

a. Is your business registered with the NC Secretary of State? ☒ Yes ○ No
b. Address of principal place of business: 112 Robo Creek Trail Columbus, NC
c. How long have you been in the business of buying, improving, and reselling real property? 3 years
d. How many properties do you currently own that are being improved and/or held for sale? 1

Property Information (Attach list if needed. For each item, check all applicable responses.)

List the property identification numbers and physical addresses/locations for the properties included in this application.

Property ID #	Address/Location/Subdivision	Improved?
P61-110	492 mountain view Dr/ Morgan Chapel Village	○ Yes ☒ No
		○ Yes ○ No
		○ Yes ○ No

Identify the land type this application applies to:

☒ Residential Is this application for a new: ○ Subdivision ☒ Single Family Residence ○ Duplex

○ Commercial Have improvements been made to the site? ○ Yes ○ No
Are there any new improvements under construction? ○ Yes ○ No

Were the improvements to the land or structures made after January 1, 2016? ○ Yes ○ No

Date site improvements began: Date of final site improvements:

Identify the elements of construction that were in place as of January 1 of the year of application:

☐ Grading/Site Preparation ☐ Curb and Gutter ☐ Streets Single Family/Duplex ☒ Utilities

☐ Other:

What is the estimated percentage complete as of January 1 of the year of application? 45 %

Is this property held for sale? ✓ Yes ○ No If yes, please provide MLS #: just took off market, will be listing with new agent in a few weeks

Occupancy status: ○ Rented ○ Occupied (Not receiving rent) ☒ Vacant

Name of renter/occupant:

Do not remit this form to the NC Department of Revenue. Please remit to the appropriate county tax office.
County addresses are available at: https://www.ncdor.gov/documents/north-carolina-county-assessors-list.

Form AV-65
01-20

General Statutes

§ 105-273. Definitions.

(3a) "Builder" means a taxpayer engaged in the business of buying real property, making improvements to it, and then reselling it.

§ 105-277.02. Certain real property held for sale classified for taxation at reduced valuation.

(a) Residential Real Property. - Residential real property held for sale by a builder is designated a special class of property under authority of Article V, Sec. 2(2) of the North Carolina Constitution. For purposes of this subsection, "residential real property" is real property that is intended to be sold and used as an individual's residence immediately or after construction of a residence, and the term excludes property that is either occupied by a tenant or used for commercial purposes such as residences shown to prospective buyers as models. Any increase in value of this classified property attributable to subdivision of, improvements other than buildings, or the construction of either a new single-family residence or a duplex on the property by the builder is excluded from taxation under this Subchapter as long as the builder continues to hold the property for sale. In no event shall this exclusion extend for more than three years from the time the improved property was first subject to being listed for taxation by the builder.

(b) Commercial Property. - Commercial real property held for sale by a builder is designated a special class of property under authority of Article V, Sec. 2(2) of the North Carolina Constitution. For purposes of this subsection, "commercial real property" is real property that is intended to be sold and used for commercial purposes immediately or after improvement. Any increase in value of this classified property attributable to subdivision of or other improvements made to the property, by the builder, is excluded from taxation under this Subchapter as long as the builder continues to hold the property for sale. The exclusion authorized by this subsection ends at the earlier of the following:

(1) Five years from the time the improved property was first subject to being listed for taxation by the builder.
(2) Issuance of a building permit.
(3) Sale of the property.

(c) The builder must apply for any exclusion under this section as provided in G.S. 105-282.1.

(d) In appraising property classified under this section, the assessor shall specify what portion of the value is an increase attributable to subdivision or other improvement by the builder.

This legislation effective for taxes imposed for taxable years beginning on or after July 1, 2016, and applies to subdivision of or other improvements made on or after July 1, 2015. A one-time application is required for taxes imposed for taxable years beginning on or after July 1, 2019.

§ 105-285. Date as of which property is to be listed and appraised.

(d) Real Property. - The value of real property shall be determined as of January 1 of the years prescribed by G.S. 105-286 and G.S. 105-287. The ownership of real property shall be determined annually as of January 1, except in the following situation: When any real property is acquired after January 1, but prior to July 1, and the property was not subject to taxation on January 1 on account of its exempt status, it shall be listed for taxation by the transferee as of the date of acquisition and shall be appraised in accordance with its true value as of January 1 preceding the date of acquisition; and the property shall be taxed for the fiscal year of the taxing unit beginning on July 1 of the year in which it is acquired. The person in whose name such property is listed shall have the right to appeal the listing, appraisal, and assessment of the property in the same manner as that provided for listings made as of January 1.

In the event real property exempt as of January 1 is, prior to July 1, acquired from a governmental unit that by contract is making payments in lieu of taxes to the taxing unit for the fiscal period beginning July 1 of the year in which the property is acquired, the tax on such property for the fiscal period beginning on July 1 immediately following acquisition shall be one half of the amount of the tax that would have been imposed if the property had been listed for taxation as of January 1.

Affirmation

I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exclusion and listing statutes above. I fully understand that a transfer or failure to meet the statutory qualifications will result in the loss of the exclusion.

Signature of Owner (All tenants of tenancy in common must sign.)	Title	Date
[signature]	Owner	11/12/24
Krystal Powell	Owner	11/12/24

Signature of Owner (All tenants of tenancy in common must sign.) — Title — Date

The county tax assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: APPROVED ____ DENIED ____ BY: _____ REASON FOR DENIAL: _____

FY 2025 5310 OPERATING APPLICATION

PART 1: Applicant Information

Legal Name of Applicant: Polk County Transportation

Applicant's Congressional District: District 11	Applicant's County: Polk County

Address: 2881 NC 108 E

City: Columbus	State: NC	Zip Code: 28722

Federal Taxpayer ID Number: 56-6000333

Doing Business As (DBA) Name:

If applicable (normally the transit system name, if different than applicant)

Applicant's Unique Entity ID(UEI): QZ6BZPGLX4Y9

Register your Entity or get a Unique Entity ID at:

Parent Agency UEI: County of Polk

Required only if different than Applicant

Applicant's Service Area's Congressional District: 11

If Service Area is included in more than one district, enter primary district only

Project's Service Area: Polk County and surrounding counties

List the county or counties that will be served by the proposed project.

Project Manager and Title:	Joshua Kennedy
Telephone:	Area Code: Phone Number: 828 894-2114

Fax:	Area Code: Phone Number:
E-mail Address:	Jkennedy@polknc.org
Website Address:	www.polknc.org

Current Vehicle Inventory: Vans 4 Vans/Lifts 4 Sedans or Minivans 4

Enter Number in Fleet

__ LTVs 3 LTVs/Lifts __ Buses __ N/A

Federal Financial Assistance Transparency Act (FFATA) mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than $25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Compensation Reporting. ☐ YES X☐ No Executive

Executive Compensation Reporting: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

	Full Name	Total Compensation
1		$
2		$
3		$
4		$
5		$

Section 5310 – Elderly Individuals and Individuals with Disabilities Program

The goal of the Section 5310 program is to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. A senior is an individual who is 65 years of age or older and the term 'disability' is defined in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). All 5310 projects (Operating, Capital Purchase of Service, and Mobility Manager) are competitive and will be scored based on a set of criteria aligning with IMD's mission and goals. Funding for any given project is not guaranteed.

PART 2: Project Information

IMPORTANT: Applicants will be allowed to submit an unlimited number of applications for funding for their small urban and/or rural service area. Duplicate projects within service areas will not be funded. Applicants can apply for one year of 5310 funding only. If a project is selected, funding for subsequent years is not guaranteed. It will be necessary to reapply and go through another competitive process for subsequent funding.

***** All Community Transportation (CT) capital projects must be applied for on the Combined Capital application.**

A. PROGRAM APPLICATION

Funding Source **Project Type Operating**	Federal Section **Other 5310 Project**
Riders or Consumers will live in: Polk County	X☐ Rural area ☐ Small Urban area
Total Project Cost by Budget Type: $167,200	Operating
Total Federal Request **Match(es) not included** **$83,600**	Total Federal Request $83,600

A. SCOPE OF PROPOSED SERVICES

Instructions: Complete this table for the targeted population group/groups you plan on serving in the project. Put N/A if the population is not a target in this project. Definitions of each of these populations is included in Appendix A of the 5310 Overview.

	Elderly	Disabled
How many of the targeted population live in the area you propose to serve?	6600	2732
Of the number listed above, how many have the unmet transit need your project addresses?	1980	820
How many people with the unmet transit need will you serve through this project?	495	328
What is the source(s) of the information provided in the questions above?	US Census and LPC	NC State University for Emerging Issues
Is another agency or provider arranging transportation services for the populations identified above?	No	No

(1) Estimate the annual number of unduplicated passengers who will be served or the number of one-way trips that will be provided from the proposed project. 3300

Answer (unduplicated passengers): **Answer** (additional trips): 10,000

(2) How do the numbers of passengers and trips relate to the amount of grant funding requested? How is the cost of the trip determined? What factors were used?

Answer: Opstats rate to charge and will ration trips on availability of funds

PART 3: Project Description

IMPORTANT - *The FTA requires that projects receiving funds from the Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities) be included in the locally developed, Coordinated Public Transit-Human Service Transportation Plan.*

INSTRUCTIONS – This application is for a "Section 5310 Other" project, line item **G-313, Transportation of Client/Others and G-621 Volunteer Reimbursement**. The project must fit into one of the three (3) criteria from the Section 5310 circular below to be a Section 5310 Other project:

Other Section 5310 Projects

Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities.

▶ Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.);

▶ Public transportation projects that improve access to fixed route service and decrease reliance on complementary paratransit; and

▶ Alternatives to public transportation projects that assist seniors and individuals with disabilities with transportation.

(1) Increases or enhancements related to geographic coverage, service quality, and/or service times that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

(2) Additions or changes to physical infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

(3) Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

The application questions below must be answered based on one or more of the project scenarios listed above. Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary. NCDOT will use the answers the applicant provides to determine whether the project is worthy of funding. The details are important and applicants should provide detailed answers to these questions.

Section 5310 Projects (Other than the Traditional 5310 Projects)- based on Three Eligibility Criteria

Project Name	Polk 5310	

Describe Operating project to be funded. How will this project align with the goals of IMD listed below? ***Increase Access*** – *eliminate transportation barriers and ensure all North Carolinians have equal access to opportunities and services* ***Enhance Quality of Life*** – *offer a convenient network of multi-modal choices to enhance the quality of life for North Carolinians* ***Ensure Safety*** – *ensure all road users can travel safely by building complete streets and proactively correcting areas susceptible to crashes involving vulnerable road users* How will mobility options for residents be improved with the Operating program?	5310 funds can play a significant role in increasing access to public transit, addressing barriers to transportation, and ensuring equal access to services for all community members. 1.Expend Service Coverage to extend routes into underserved areas that may not have adequate access to transportation options. 2. Increase Frequency of Service and reduce waiting times. 3. Eliminating Barriers to Access subsidized fares, and help fill transportation gaps in service. 4. Ensuring Equal Access to Service in low income communities and people of color by directing resources to underserved areas. Funding can significantly enhance the quality of local transportation systems by supporting the development of convenient, multimodal transportation options. Funds will help ensure that the transit system is safe and reliable by addressing the safe alternative for vulnerable populations. By investing in our services by maintaining our vehicles, secure our facilities, increase the visibility of our services and supporting staff. These create a safer and welcoming environment for	

What activities will the grant funds be used for?	everyone. A safe and reliable transit option only enhances the quality of life for our community members but also encourages more people to use public transit, ultimately contributing to a safer, more sustainable community overall. See page 15 for narrative	
		FY 2025
Federal Amount Requested =	*$83,600*	*$*

State Amount Requested =		*$*
Local match amount =	*$83,600*	*$*
Total project cost =	*$167,200*	*$*

1. Provide a detailed description of your proposed project or service.

Answer: To provide increased availability to Medical and General Transportation trips to Polk County residents both in and out of county.

2. What is the applicant's organizational mission? Explain how this project fits in with the other services the applicant already provides.

Answer: Offering safe, reliable, door-to-door service inside the county and around the region to Rutherfordton, Spindale, Hendersonville, Asheville, Spartanburg and Greenville

3. Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. It should be clear from your description whether your project's targeted population lives in a small urban or rural area of North Carolina.

Answer: Polk County is a beautiful county located in the central Blue Ridge Mountains and foothills. The mountain slopes of the region experience a climatic phenomenon known as the "Thermal Belt". This is due to a temperature inversion that results in a belt, rather indefinite in width, within the frosts of the valley-or freezes of the higher altitudes -do not occur. Botanically, the area is rich in native flora. The thermal belt moderates the year-round temperatures resulting in cooler summers and warmer winters. This phenomenon allows for a longer growing season and a greater food growing potential than the surrounding counties. Polk County was one of the first counties in the state to complete a plan through NC Agriculture Development and Farmland Preservation Trust Fund (QDFPTF) to for local agricultural development and farmland preservation plans, i.e. a strategic approach to the future of the local agriculture. The percent of county land in farm sis 20.2%. Farmers grow crops, vegetables, fruits, nut, berries greenhouse and nursery items, and limited livestock.

The past two decades have seen an influx of retires into the county who locate from all parts of the U.S. drawn by the horse, the beauty and the climate. When aggregate income data is reviewed the relative affluence of the newcomers gives a false picture of the true extent of poverty among long-established residents. Polk County is designated as a Tier Two County although in reality there are many pockets of dire poverty within the county.

4. Describe the mobility options the seniors and/or individuals with disabilities in this service area have now and discuss how these are insufficient and/or inappropriate. **It is not enough to simply say the current transportation available does not meet the need, provide examples of how the need is not met.** If public transportation is unavailable to the targeted populations, how are they getting to life-sustaining, social and recreational activities without it?

Answer: In Polk County, mobility options for seniors and individuals with disabilities are limited, and this can create significant barriers to independence, access to essential services, and overall quality of life for these community members. Some of the key challenges that require further investment include Polk County's low density and a rural character, which requires a well- funded comprehensive and well-established public transit system. This funding will help to reduce the number of missing regular transit routes and assure specialized transit for those mobility challenges. Polk County's paratransit services provides specialized door-to-door transportation for individuals with disabilities. Further, being a rural community means a long distance between pick-up and destination locations. This becomes more pronounced as many medical services for our senior population are out of county. The cost of rural transportation is an added barrier the these funds will mitigate.

5. Provide information about the locally developed, Coordinated Public Transit - Human Services Transportation Plan (LCP) used to prepare this project application.

Answer:

1	**Name of Plan/Title**	

Isothermal Regions: McDowell, Polk, Rutherford County LCHSTP

2	**Applicable Need, Strategy or Activity Included on Page Number(s)**	**Pg 15-17 Needs Assessment Pg 18-19 Strategies Pg 20 Summary**
3	**Plan Date**	**August 2018**

6. To be funded as an Other 5310 Project, the project must meet at least one of three qualifying criteria including:

   a. Does your project exceed ADA minimum requirements? **Answer:** Yes

   b. Does your project improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service? **Answer:** No

   c. Does your project provide alternatives to public transportation that assist seniors and/or individuals with disabilities with transportation? **Answer:** NO

7. If you answered 'yes' to any of the questions in 6(a), 6(b) or 6(c) above, describe how your project meets this qualifying criteria.

Answer: Additional personal services as required by individual clients

8. Other 5310 Projects must be planned, designed, and carried out to meet the transportation needs of seniors and/or individuals with disabilities, although the service may also be used by the general public. Describe fully how seniors and/or individuals with disabilities will be targeted and how the general public will be part of the project.

Answer: We work closely with various other agencies in Polk County such as Senior Services, Health Dept, Thermal Belt Outreach, Sheltered Workshop and Vocational Rehabilitation to address client's needs.

9. Describe how the project will be coordinated with human service agencies, nearby jurisdictions and/or public and private transportation providers. Identify any partnerships

that will be involved in the implementation of the project. (i.e., vehicle sharing, scheduling & dispatching center, training, shared rides, shared costs)

Answer: We work with Foothills Regional Council and the Council on Aging to provide transportation Service to the Elderly and Disabled.

10. Describe the project plan in detail and provide a timeline and milestones for the completion of the project. This description should completely describe what you want to do and how you are going to do it **if** you receive the requested funding. Although they are not required documents in some cases, the applicant may want to attach with the application maps, pictures, marketing plans, draft brochures, charts, or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant's preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your detailed answer should be one half to a whole page long.

Letter(s) of Support from applicant's RPO/MPO are required documents for the application.

Answer:

11. Describe the method that will be used to monitor and evaluate the success of this project and methods for collecting this information. List the measurable indicators of success.

Answer: CTS Routing System

12. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

Answer: Coordinate with ROAP and Title III funds

13. How will the applicant sustain the proposed service after the grant period or if funds are not available in subsequent years?

Answer: We would seek other funding sources available to us.

14. Describe the applicant's preparedness to manage the project and/or the applicant's technical capacity to provide the proposed transportation service.

Answer: Four Decades of experience in managing Federal, State and Local Transportation Grants and delivering transportation services to the residents of Polk County.

15. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project?

Answer: Transportation Manager has 18 years in Public Transportation, Operations Manager has 11 years with the Transportation Dept and operations assistance has 16 years in the department.

16. Describe how the applicant will manage risk and provide for the safe delivery of services.

Answer: All Transportation employees have annual safety training and are subject the Federal Drug & Alcohol random testing guidelines set by FTA.

17. Describe how the transit system intends to seek reimbursement for the services. If it is a trip-based reimbursement, service solely inside the urbanized area cannot be funded with 5310 funding through IMD. Monthly/quarterly document of trip origins and destination XY coordinates (truncated to 2 decimals points to protect privacy) will be required.

If it is a route-based reimbursement, the majority of miles and hours of the route must be outside the urbanized area. The typical route and deviation area must be submitted before service begins. Any changes in the route and deviation area need to receive preapproval.

Answer: We will bill quarterly based on trips provided either unit based or by mileage

Increase Access:

- 5310 funds can play a significant role in increasing access to local public transit, addressing barriers to transportation, and ensuring equal access to services for all community members.
    - 1. Increasing Access to Public Transit
        - Expand Service Coverage: Financial support allows Polk Transportation to extend routes into underserved areas and low-income neighborhoods that may not have adequate access to transportation options. This means more people can use public transit to reach jobs, education, healthcare, and other essential services.
        - Increase Frequency of Service: funds will help increase the frequency of trips. This reduces waiting times and makes public transit a more reliable option for people who need to attend appointments.
    - 2. Eliminating Barriers to Access
        - Subsidized Fares for Low-Income Riders
        - Preventing "Transit Deserts" in Polk County, the 5310 funds can help fill gaps, ensuring that no one is left behind due to geographical isolation.
    - 3. Ensuring Equal Access to Services
        - Address Disparities in Service: Low-income communities and people of color are often disproportionately affected by inadequate public transit. These can help mitigate these disparities by directing resources toward underserved areas, ensuring that all groups have equal opportunities to access essential services like healthcare, education, and employment.
- In summary, these funds are a crucial tool for making local public transit more accessible, affordable, and equitable. By addressing financial, geographical, physical, and systemic barriers, these funds help ensure that everyone—regardless of ability or background—can access the services they need to live, work, and thrive.

Enhance Quality of Life

- Funding can significantly enhance the quality of local transportation systems by supporting the development of convenient, multi-modal transportation options.
    - 1. Development of Seamless Integration Between Modes: One of the key benefits of multi-modal transportation is the ability to connect different forms of transit in a way that's efficient, convenient, and user-friendly. Funds will be used to increase service opportunities that will enhance passengers ability to select molbilitiy options that fit their needs.
    - 3. Reducing Congestion and Promoting Alternatives: Offering multiple transportation choices through a multi-modal approach helps reduce reliance on personal vehicles, which in turn, alleviates traffic congestion and supports sustainable transport
    - 4. Improving Accessibility and Equity, by helping to create a more inclusive and equitable multi-modal transportation network by ensuring accessibility for all, including people with disabilities, seniors, and people with limited mobility.

Ensure Safety

- Funds will help ensure that the transit systems is safe and reliable by addressing by providing safe alternative for vulnerable populations. By investments in our services we are able to maintain our vehicles, secure our facilities, increase visibility of services, and supporting a well-trained staff. These create a safer, more welcoming environment for everyone. A safe and reliable transit option not only enhances the quality of life for community members but also encourages more people to use public transportation, ultimately contributing to a safer, more sustainable community overall.

FY25 LOCAL SHARE CERTIFICATION FOR FUNDING

Polk County Transportation
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	$ _____	$ _____ (15%)
5311 Operating (No State Match)	$ _____	$ _____ (50%)
5310 Operating (No State Match)	$ **167,200**	$ **83,600** (50%)
Combined Capital	$ _____	$ _____ (10%)
Mobility Management	$ _____	$ _____ (10%)
5310 Capital Purchase of Service	$ _____	$ _____ (10%)
ConCPT	$ _____	$ _____ (50%)
Capital Cost of Contracting	$ _____	$ _____ (%)
Traveler's Aid	$ _____	$ _____ (50%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	$ **167,200** **Total Funding Requests**	$ **83,600** **Total Local Share**

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
ROAP	**50%**	$ **31,100**
PVS	**50%**	$ **50,000**
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

_____	_____	**$** _____
_____	_____	$ _____
TOTAL		$ **81,100**

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing *(Legal Name of Applicant)* **Polk County Transportation** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2025**, which has a period of performance of July 1, 2025 – June 30, 2026.

_____
Signature of Authorized Official

Myron Yoder Chair of Polk County BOC
Type Name and Title of Authorized Official

_____
Date

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

Nov 6, 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) and the Public School Building Capital Fund (PSBCF).

PSBRRF Project	Project Cost
PCEC - Fire System Replacement	$16,572.45
PCES - HVAC Unit Replacement	$24,356.00
PCES - Septic and Storm Drain Repairs	$53,047.82
Total	**$93,976.27**

PSBCF Project	Project Cost
PCHS - Athletics Fencing	$23,419.20
PCHS - Dish Washer Replacement	$39,657.63
SES - Dish Washer Replacement	$11,582.38
PCES - Playground Fencing	$11,685.00
PCMS - Sealcoat and Stripe Asphalt	$53,104.25
SVES - Sidewalk Repairs	$14,500.00
Total	**$153,948.46**

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

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 11/1/24

County: Polk County
Address: 40 Courthouse St., PO Box 308, Columbus, NC 28722
LEA: Polk County Schools (750)
Address: 125 E. Mills Street., PO Box 638, Columbus, NC 28722

Contact Person: Brandon Schweitzer
Title: Director of Operations
Phone: 828-894-1023
Email: bschweitzer@polkschools.org

Project Title: Polk Central Elementary 3/5 Bldg HVAC Units
Project Address: 2141 NC-9, Mill Spring, NC 28756

Type of Facility: Public Elementary School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacement of existing service units for the 3/5 building.
Est. Start: 9/1/24 - Est. Completion - 10/1/24.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$ 24,356.00
TOTAL	$ 24,356.00

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 24,356.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

(Signature – Chair, Board of Education) 11/4/2024 (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 11/1/24

County: Polk County
Address: 40 Courthouse St., PO Box 308, Columbus, NC 28722
LEA: Polk County Schools (750)
Address: 125 E. Mills Street., PO Box 638, Columbus, NC 28722

Contact Person: Brandon Schweitzer
Title: Director of Operations
Phone: 828-894-1023
Email: bschweitzer@polkschools.org

Project Title: Polk Central Elementary Septic & Storm Drain Repair
Project Address: 2141 NC-9, Mill Spring, NC 28756

Type of Facility: Public Elementary School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Repair of septic and storm drain lines causing damages the building. Est. Start: 9/1/24 - Est. Completion - 11/1/24.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 53,047.82
Existing Construction – Facility Renovations	$
TOTAL	$ 53,047.82

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 53,047.82 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date) 11/4/2024

(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 11/1/24

County: Polk County
Address: 40 Courthouse St., PO Box 308, Columbus, NC 28722
LEA: Polk County Schools (750)
Address: 125 E. Mills Street., PO Box 638, Columbus, NC 28722

Contact Person: Brandon Schweitzer
Title: Director of Operations
Phone: 828-894-1023
Email: bschweitzer@polkschools.org

Project Title: Polk County Early College - Fire System Replacement
Project Address: 1545 NC-108, Columbus, NC 28722

Type of Facility: Public High School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacement of failed fire system
Est. Start: 11/5/24 - Est. Completion - 11/6/24.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 16,572.45
Existing Construction – Facility Renovations	$
TOTAL	$ 16,572.45

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 16,572.45 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date) 11/4/2024

(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: PCHS Dishwasher Replacement

Location: 1681 NC-108, Columbus, NC 28722

Type of Facility: Public High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace dish washing machine

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		39,657.63
Repair		
Debt Payment / Bond Payment		
TOTAL	$	39,657.63

Estimated Project Beginning Date: 1/1/25

Est. Project Completion Date: 2/1/25

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 39,657.63 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

11/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: SES Dishwasher Replacement

Location: 214 E Main St, Saluda, NC 28773

Type of Facility: Public Elementary School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace dish washing machine

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		11,582.38
Repair		
Debt Payment / Bond Payment		
TOTAL	$	11,582.38

Estimated Project Beginning Date: 1/1/25

Est. Project Completion Date: 2/1/25

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 11,582.38 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

11/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: PCHS - Fence at Athletics Facility

Location: 1681 NC-108, Columbus, NC 28722

Type of Facility: Public High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replacement of damaged/worn fencing at the athletics facility

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		23,419.20
Repair		
Debt Payment / Bond Payment		
TOTAL	$	23,419.20

Estimated Project Beginning Date: 1/5/25

Est. Project Completion Date: 2/1/25

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 23,419.20 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

9/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: PCMS - Sealcoat & Stripe all lots/drives

Location: 321 Wolverine Trail, Mill Spring, NC 28756

Type of Facility: Public Middle School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Sealcoat and striping of all associated parking lots and drives

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		53,104.25
Repair		
Debt Payment / Bond Payment		
TOTAL	$	53,104.25

Estimated Project Beginning Date: 7/1/24

Est. Project Completion Date: 8/1/24

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 53,104.25 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date) 11/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: PCES - Playground Security Fencing

Location: 2141 NC-9, Mill Spring, NC 28756

Type of Facility: Public Elementary School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Installation of security fencing around playground.

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		11,685.00
Repair		
Debt Payment / Bond Payment		
TOTAL	$	11,685.00

Estimated Project Beginning Date: 11/1/24

Est. Project Completion Date: 12/1/24

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 11,685.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

11/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Polk

LEA: 750

Address: 125 E. Mills Street., PO Box 638, Co

Contact Person: Brandon Schweitzer

Title: Director of Operations

Phone: 828-894-1023

Project Title: SVE - Sidewalk Repairs

Location: 86 Sunny View School Rd, Mill Spring, NC 28756

Type of Facility: Public Elementary School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Repair of sidewalk access to main building

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		14,500.00
Repair		
Debt Payment / Bond Payment		
TOTAL	$	14,500.00

Estimated Project Beginning Date: 7/1/24

Est. Project Completion Date: 8/1/24

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 14,500.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date) 11/4/2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

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

Nov 7, 2024

Dear Sandra,

Polk County Schools is requesting the transfer of **$67,007.00** 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 - Lawnmowers	$30,174.00
District - Chromebook Lease (Year 4 of 4 and buy-out)	$29,953.00
District - Maintenance shop door/frame repairs	$6,880.00
Total	**$67,007.00**

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

BUDGET AMENDMENT: CAPITAL RESERVE FUND BALANCE/ADDITON To GF

DATE: 11/18/2024 BOC Meeting BATCH #: _____ LINE_____

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

Amendment # : 8-F Fund balance/ Addition #20

INCREASE EXPENSE/REVENUE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-3981-9822	Trans-in	$ (67,007)	22-3931-0000	Fund Balance Approp	$ (67,007)
10-5910-6313-0	Sales tax-School	67,007	22-8168-9800-0	Trans-out (School Capital)	$ 67,007
		-			-

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

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 29, 2024

Kelly Gay
Polk County Local Government
40 Courthouse St
Columbus, NC 28722

CONTRACT NUMBER: 22-080-4119
AMENDMENT NUMBER: 01-2025

Dear Kelly Gay:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services, please be advised that your written request for a one-year extension on your 2022 StRAP project contract has been approved. Your approved project end date is now December 31, 2025.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Matt Safford
StRAP Manager
Matt.safford@ncagr.gov

Original signatures mail:
Matt Safford, StRAP Manager
N.C. Department of Agriculture & Consumer Services,
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed; original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Matt Safford at 919-707-3784, or feel free to send an email to matt.safford@ncagr.gov

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Assistance Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
Cc: Christopher Hieb, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Polk County Government**

PROJECT TITLE/NAME: Streamflow Rehabilitation Assistance Program

CONTRACT #: 22-080-4119 **AMENDMENT #:** 01-2025 **EBS AWARD #** _____

Check one Box	DOCUMENT TITLE ***ALL SIGNATURES MUST BE IN BLUE INK***	DEPARTMENT USE - DOCUMENTS ATTACHED	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contract Amendment "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Amendment Cover	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment A** – Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment B** – **Specific Required items to document change**	☐ Yes ☐ No	☐ Yes ☐ No

NCDA&CS –
Check Off List – Amendment
Rev 07/14;8/16;1/17;10/17; 5/22

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE: 1000-203788-56400067 AMOUNT: $400,052 AMENDMENT 1-2025 TIME PERIOD: June 1, 2022 to December 31, 2025

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program – Non-profit Organization

Contract Number: 22-080-4119

Amendment Number: 01-2025

NC Grants Number: _____

This document amends the Contract, Streamflow Rehabilitation Program (StRAP), between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation, hereinafter referred to as the "Agency" and the Polk County Local Government, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6000333. The Congressional District Number is 11.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below:

IIEffective Period:

Previous Section II is hereby deleted and replaced with the following:

This Contract shall be effective on June 1, 2022, and shall terminate on December 31, 2024, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. This extension is needed to complete the project. The contract shall be extended to December 31, 2025.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this amendment.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)

2. Scope of Work (Attachment B)

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail.It is required that each party retain a fully executed copy of this contract.

GRANTEE:

Signature of Authorized Representative	Date
Printed Name	Title

WITNESS:

Signature	Date
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date

N. David Smith, Chief Deputy Commissioner

Work to be Performed:

The Grantee is hereby authorized to conduct stream debris removal activities on the additional stream segments described in Table 1 below, and to remove/reduce the segments described in Table 2 below. All requirements and conditions in the contract and Scope of Work (Attachment B) and all subsequent amendments apply to the additional work authorized by this Task Agreement. The funding amounts and match requirements in the original contract and subsequent amendments remain unchanged as a result of this Task Authorization.

Table 1: Additional Stream Segments Authorized for Stream Debris Removal

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage and Planned Repair	Number of Known Beaver Dams
A	White Oak Creek Section 1	750	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
B	White Oak Creek Section 2	250	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
C	Green River	500	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
D	North Pacolet River Section 1	5608	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and	0

			transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	
E	North Pacolet River Section 2	618	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
F	North Pacolet River Section 3	2850	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
TOTALS:		**10,576**		**0**

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 9, 2024

Kelly Gay
Polk County Local Government
40 Courthouse St
Columbus, NC 28722

NOTIFICATION OF FUNDING OFFER

Dear Kelly Gay,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that $85,714.00 for your project, StreamFlow Rehabilitation Assistance Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Matt Safford
StRAP Manager
matt.safford@ncagr.gov

Original signatures mail:
Matt Safford, StRAP Manager
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Matt Safford at 919-707-3784, or feel free to send an email to matt.safford@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Polk County**

PROJECT TITLE/NAME: **Streamflow Rehab Assistance Program**

CONTRACT #: **25-008-4099**

GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No		Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No		Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No		Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No		Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No		Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes		No
	Yes	X	No	Attachment I – Request of payment Summary***		Yes	X	No		Yes		No
	Yes	X	No	Attachment J- Equipment Log***		Yes	X	No		Yes		No
	Yes	X	No	Attachment K – Time Log***		Yes	X	No		Yes		No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G, H, I, J and K do NOT need to be returned with the final contract

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE:
1000-203788-56400067-1004802
AMOUNT: $85,714
TIME PERIOD: July 1, 2024 to December 31, 2026

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program – Government

Contract Number: ___25-008-4099_____

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, **Division of Soil & Water Conservation** (the "Agency") and Polk County Local Government, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000333 and is physically located in Polk and is further located at 40 Courthouse St Columbus, NC 28722.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2023-134, House Bill 259 Section -5.6(d). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2023-134, House Bill 259 Section -5.6(d).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)

8. Request for payment form (Attachment H)

9. Equipment log

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on July 1, 2024, and shall terminate on December 31, 2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

1. The Grantee will attend a virtual Pre-award meeting within 45 days for receiving the contract offer.

2. The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.

3. The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining the necessary landowner authorization for site access and all permits needed to complete the planned work.

4. The Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by August 28, 2025. If by August 28, 2025, this condition hasn’t been met, the grantee’s remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency’s Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $85,714.00. The funds are provided from State appropriations allocated through Session Law 2023-134, House Bill 259 Section -5.6(d). By August 28, 2025, fifty percent (**50%**) of the award amount should be encumbered by contracts.

There are no matching requirements from the Grantee.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

State Reporting Requirements [N.C.G.S. 143C-6-23]:

1. The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

Agency Reporting Requirements:

1. The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.

2. First report will be due on or before the last day of October 30, 2024.

3. The quarterly report will be submitted using the form shown as Attachment FJ- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work accomplished that quarter and for the project to date, as well as progress toward completing the Project Scope of Work, and a separate budget report that is a summary of cash and in-kind expenditures for the quarter and total project.

4. The quarterly progress report and budget report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.

5. Grantee shall submit a Streamflolw Assistance 50% Progress Report by end of business hours on August 28, 2025. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report is also subject to the review and approval of the Soil & Water Commission.

6. Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.

7. Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

8. All reports, including 50%Progress Report needs to be submitted to StRAP.Report@ncagr.gov.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***AttachmentH**- StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 60 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented technical assistance, and administrative expenses for the project reimbursement of technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

1. Expanding the project or program.

2. Continuing the project or program after grant ends; or

3. Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes a virtual close out meeting and submit a final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form within 60 days of the date of the final report. All unexpended funds shall remain with the Agency. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, canceled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

All request for payments shall be emailed to StRAP.Reimbursement@ncagr.gov

Indirect costs are not allowable expenditures under this Contract

X. Fraud, Waste and Abuse:

The grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Matt Safford **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3784 Email: matt.safford@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Matt Safford Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Kelly Gay Polk County Local Government 40 Courthouse St Columbus, NC 28722 8288948550 kgay@polknc.org	**Same**

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

1. Will implement or already have implemented adequate internal controls over disbursements.

2. Pre-audit all invoices presented for payment to determine:

3. Validity and accuracy of payment

4. Payment due date

5. Adequacy of documentation supporting payment

6. Legality of disbursement

7. Assure adequate control of signature stamps/plates.

8. Assure adequate control of negotiable instruments; and

9. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

GRANTEE:

Signature of Authorized Representative	Date
Printed Name	Title

WITNESS:

Signature	Date
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, “Agency” shall mean the entity identified as one of the parties hereto.
(2) "Audit" means an examination of records or financial accounts to verify their accuracy.
(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
(6) "Fiscal Year" means the annual operating year of the non-State entity.
(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, “Grantee” shall mean the entity identified as one of the parties hereto.
(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

StRAP Revised Scope of Work							
Applicant Name:	**Polk County**						
SCOPE OF WORK							
	Stream/Drainage Channel Name	**Project Type**	**Linear Feet of Channel Proposed for Repair**	**Description of Damage**	**Planned Repair and Removal from Floodplain**	**Number of Known Beaver Dams**	**Estimated Cost to Repair**
A	**White Oak Creek**	**Stream Debris Removal**	**83,480**	**Removal of vegetative debris causing bank erosion and flooding as well as removal of beaver dams. We plan to address the most clogged up places and if we are awarded funds just keep moving along to address everything on the list. applied for the long sections of the North Pacolet River, Green River, and White Oak Creek. The index map shows sites already identified for debris removal. The sediment sites were added. The County is going to do a float and drone flight to determine the sites that have the most urgent need of clearing debris. Start: 35.3067, -82.1915 Stop: 35.2581, -81.9696**	**Most of our request is for debris removal of downed trees in the waterways to reduce the impact of flooding when we have significant rain events.**	**0**	**$85,714**
TOTALS:			83,480			0	$85,714

North Carolina Department of Agriculture and Consumer Services
Notice of Certain Reporting and Audit Requirements – State Funds

Grantees shall comply with all rules and reporting requirements established by General Statures, Session Laws, bills, and/or administrative rules. For convenience, the audit requirements of Subchapter 03M – *Uniform Administration of State Awards of Grants* specifically, 09 NCAC 03M .0205 *Minimum Reporting Requirements for Recipients and Subrecipients* (*Amended Eff. July 01, 2024*) are set forth in this attachment.

1. Audit Reporting Threshold for State Funds

(a) For the purposes of this Subchapter, there are two reporting levels established for recipients and subrecipients receiving grants. Reporting levels are based on the allocated funds from all grants disbursed through the State of North Carolina. The reporting levels are:

(1) Level I – A recipient or subrecipient that receives, holds, uses, or expends grants in an amount *less than* the dollar amount requiring audit as listed in the Code of Federal Regulations Title 2 CFR § 200.501(a) *Audit Required* within its fiscal year. The dollar amount requiring audit listed in Title 2 CFR § 200.501(a) *Audit Required* is herein incorporated by reference, including subsequent amendments and editions.

(2) Level II - A recipient or subrecipient that receives, holds, uses, or expends grants in an amount *equal to or greater than* the dollar amount requiring audit as listed in Title 2 CFR § 200.501(a) *Audit Required* within its fiscal year. The dollar amount requiring audit listed in Title 2 CFR § 200.501(a) *Audit Required* is herein incorporated by reference, including subsequent amendments and editions.

(3) As of July 01, 2024, the dollar amount in Title 2 CFR § 200.501(a) *Audit Required* is set at $750,000.

(b) Agencies shall require recipients to meet the following reporting standards on an annual basis:

(1) All recipients and subrecipients shall provide to the distributing agency a certification that grants received or held were used for the purposes for which the grants were awarded.

(2) All recipients and subrecipients shall provide an accounting to the distributing agency of all grants received, held, used, or expended.

(3) All recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(4) Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book, which is herein incorporated by reference, including subsequent amendments and editions.

(c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits shall be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

(d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of this Rule shall be specified in each recipient's contract.

2. Audit Requirements

(e) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, Title 2 CFR § 200, which is herein incorporated by reference, including subsequent amendments and editions. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(f) Notwithstanding the provisions of this Subchapter, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

History Note:
Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted *Eff. July 1, 2016*;
Amended *Eff. July 1, 2024*.

Grantee Organization:

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name:

County of Residence: District Number ***(MUST BE FILLED IN):***

Tax Id Number:

UEI Number**: I have started the UEI process but not received a UEI number. ☐

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: Grantee's Website:
(MM/DD) Format

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

☐ Single County

☐ Regional**

- ☐ Mountains
- ☐ Piedmont
- ☐ Inner Coastal Plain
- ☐ Tidewater

☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

50% Progress Report

This report should be completed and submitted to document each grantee's progress towards having 50% of awarded funds encumbered by the deadline of August 29, 2025. Encumbered funds includes all funds reimbursed to date or allocated to a contract with a contractor, engineering firm, or other entity hired to assist in completing the StRAP project (even if no payments have been made to the contractor yet).

Submit completed report to: strap.report@ncagr.gov

Due NO LATER than August 29, 2025

Grantee	
Contract Number	
Date of Report	
Form Completed by (Name & Title)	
Email Address	

SECTION 1: FINANCIAL REPORTING

Amount of StRAP Contract: *(Between grantee and NC Division of Soil & Water Conservation)*	
Amount of funds encumbered: *(under contract with contractors, engineering firms, etc.)*	
Does this amount equal at least 50% of StRAP Contract	☐ **YES** ☐ **NO**

- If you answered **YES**, complete section 2 and 3 of this report.
- If you answered **NO**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information (Attach additional pages as necessary):

- Name and address of contractor
- Amount of contract
- Their involvement in the StRAP project (what stream sections they will complete, what engineering designs they will complete, etc.)
- Date contract was signed
- When is work expected to begin

SECTION 3: PROGRESS REPORT

(If 50% goal has been met)

Provide a detailed update on all work that has been completed since the contract with NC Division of Soil & Water Conservation was signed. This should be a detailed report that provides an update on both on-the-ground work, as well as all other tasks completed on the project (contacting landowners, bidding projects, drafting engineering designs, etc.). Attach additional pages as necessary.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

_____

Printed Name and Title Date

_____

Signature

SECTION 4: Progressing toward 50% goal

(If 50% goal has NOT been met)

If you do not have 50% of project funds under contract, please provide a detailed explanation of why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to have 50% of the award under contract. Attach additional pages as necessary

Work Completed on Project to Date:

Reasons 50% Goal was not reached:

Details of project timeline moving forward:

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

_____

Printed Name and Title Date

_____

Signature

Quarterly Report Form

Completed reports are due by the following dates: April 30 (Quarter 1 covering January-March), July 31 (Quarter 2 covering April-June), October 31 (Quarter 3 covering July-September), January 31 (Quarter 4 covering October-December). When all work is completed, submit a Final Report.

Submit completed report AND accompanying budget report to: strap.report@ncagr.gov

Quarterly **Final**

Grantee	
Contract Number:	
Date of Report:	
Reporting Period: *(EX: Quarter 3, 2024)*	
Form Completed by (Name & Title):	
Email Address:	
Effective Date of Contract:	
End Data of contract:	

State Expenditures

Total State Contract Amount *(amount listed in StRAP contract and/or amendments)*	
Total Reimbursed by State this Reporting Period:	
Total Reimbursements from State:	
Balance of State Funds:	

Recipient Share (Match)- if applicable

Match is not required for StRAP projects. However, if you have matching funds used in addition to the State StRAP funding, you can list them below:

Source of Recipient Share (Match):	
Total Planned Recipient Share (Match) Amount:	
Recipient Share (Match) Expended to Date:	

Encumbered Amount

Encumbered amount is any portion of funds already paid out or under contract to complete work. Include any amount covered by all contracts you have made associated with StRAP project (EX: hiring contractors, engineering firms, or other entities contracted to work on StRAP project, even if payments to these entities have not been made yet).

Amount of Contract Encumbered:	
Amount of Contract Unencumbered:	

Encumbered plus unencumbered amounts should match total state contract amount.

Performance Report

Provide a description of work done this quarter. If no work was done this quarter, please explain.

On-the-Ground Work (stream debris removal, bank stabilization, etc.):

Planning Work (evaluating sites, contacting landowners, bidding projects, drafting engineering designs, etc.)

Scope of Work

Please list all segments on Scope of Work. Include: who the segment is contracted with, contractor's address, how much contract is for (linear feet and dollar amount), date work began/ended. If segment is not contracted with anyone yet, please explain why.
Please include all sites on your SOW, include those where work has already been completed

Timeline

Please provide a current timeline for the work that will be completed each quarter of your project. Please note any changes in this timeline since the last quarterly report was submitted. Mark any changes in red ink or highligher

Time Period	Planned Work
Q3 (July-Sept) 2024	
Q4 (Oct-Dec) 2024	
Q1 (Jan-Mar) 2025	
Q2 (Apr-Jun) 2025	
Q3 (July-Sept) 2025	
Q4 (Oct-Dec) 2025	
Q1 (Jan-Mar) 2026	
Q2 (Apr-Jun) 2026	
Q3 (July-Sept) 2026	
Q4 (Oct-Dec) 2026	

If any delays or problems, please explain:

Project cost Status (If there are cost changes, please explain):

Signature

Authorized Signer _____

Date _____

Attach additional pages as necessary.

Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 2, 1/2024)

Please fill in Parts 1-7 in yellow and send with invoices and RFP summary to: strap.reimbursement@ncagr.gov			NOG NOT on SFL
Project Name: StRAP		Invoice #	
Grantee:		Payment Authorization	
Contract Number:		Tax ID #	
Contract Expiration Date:		Supplier #	
Request No.: **Date:**		Supplier Site	
		Distribution Code	
		Payment Amount	

Progress on Stream Segments:					
Segment Name (Use same site name as on Scope of Work) *Please add rows as needed* and attach all invoices	**Feet Planned for Treatment**	**Feet of Stream Completed this Invoice**	**Total Feet of Stream Completed**	**Beaver Dams Removed**	**Description of Completed Work** (EX: debris removal, bank stabilization)
Totals	0	0	0	0	
	Total Streamwork Rehabilitation Reimbursement Requested this Invoice				

Progress on PL-566 Watershed Stucture Improvement:		
Structure Name (Use same site name as on Scope of Work) *Please add rows as needed and attach all invoices*	**Description of Completed Action**	**Extent of Completed Action (e.g., cu. yd. of sediment removed)**
Totals		0
	Total PL-566 Reimbursement Requested this Invoice	

Administration/Technical Assistance *(Not to exceed 15% of total contract funds expended to date, not including matching funds)*	Admin allowed (up to 15% of total reimbursemetns to date):	Admin Previously Invoiced :	Total Admin Invoiced to Date
	$ -		$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, must attach supporting documentation).			
	Total Admin Reimbursement Requested this Invoice		

Request for Payment Summary

Submit with RFP to:
strap.reimbursement@ncagr.gov

Checklist

- ☐ Request for Payment Form
  - ☐ Signed by Inspector
  - ☐ Signed by Grantee staff submitting form
- ☐ Cover Sheet
- ☐ Invoice from Contractor: The following needs to be included on each invoice submitted:
  - ☐ Stream Segment(s)- segment name on invoice should match name on Scope of Work
  - ☐ How many linear feet of work were completed
  - ☐ Contractor name and contact information
  - ☐ Date
  - ☐ Organization being billed by Contractor

Receipts/invoices/or other documents for administrative costs

Please list all attached documents below

Construction/Engineering Invoices

Invoice Number	Contractor Name	Linear Feet	Invoice Total
	Total Construction Cost		

Adminstrative Expenses Recipets/Invoices/Documents

Date	Document Name	Taxes	Amount
	Total Administrative Reimbursement		
	Total Reimbursement Request		

Equipment Inventory Form

At the time of contract close-out, grantees should use this form to inventory all equipment with a value of $500 or more that was purchased by the grantee using StRAP funds. If an item has been disposed of or lost, please indicate the manner of disposal (lost, damaged, used completely, etc.) in the "Current Location" column. For item description, cost, and reimbursement date, please refer to the invoice that was attached to the StRAP Request for Payment form when the item was reimbursed by StRAP. This form only needs to be completed for individual items with a value of $500 or more. For example: if 5 sets of waders each costing $125 were purchased together, these waders would NOT need to be documented on this form as the individual cost of each item is less than $500.

Grantee Organization:	
Contract Number	
Employee completing form:	
Email:	
Date Completed	

Equipment Descripton	**Current Location**	**Date Reimbursed** (refer to date of request for	**Cost**	**Notes**
Ex: Drone	Division office at 216 W Jones St, Raleigh	4/28/2023	$1,000	used for surveying creeks

Signature of Employee Completing Form

Date

Work Hours Time Log

Submit for along with Request for Payment to: strap.reimbursement@ncagr.gov

If they choose, StRAP grantee organizations may be reimbursed for time spent by their staff while working on the StRAP project. Grantees should use this form when requesting reimbursement for the time spent by their staff. Only time spent directly on StRAP work can be reimbursed. A seperate form should be filled out for each employee. Provide a detailed daily description of the work completed in the time period to be reimbursed. **Any amount of staff time reimbursed is considered as project administration (which is capped at 15% of total reimbursements).** The first time this form is submitted for an employee, please include a letter from the finance office stating the employee's salary and benefits as an hourly rate. Please consult the StRAP contract for more information on using a portion of awarded funds for reimbursement of project administration costs.

Please attach a letter from your finance department outlining the employee's hourly pay rate.

Grantee:	
Contract	
Employee:	

Date	Activity	Hours	Rate	Reimbursement
Example: 2/22/2024	Example: Met with contractor on Jones Creek Segment 1 to review work. Walked entire 2,000 foot section to approve work. Answered contractors questions and confirmed work completed.	3	$20/hr	$60
	Total Reimbursement:			0

Employee Signature _____ **Date** _____

Supervisor Signature _____ **Date** _____

StRAP Project Timeline

Grantee Organization	
Tax ID Number	
Person Completing form	
Project Type	
(Streambank Stabilization, Sediment Removal, Streambank Stabilization, Stream Restoration, Other, PL-566 Repair	
Stream Segment Name(s)	

Time Period	Planned Work
Q3 (July- Sept) 2024	
Q4 (Oct-Dec) 2024	
Q1 (Jan-Mar) 2025	
Q2 (Apr-Jun) 2025	
Q3 (July-Sept) 2025	
Q4 (Oct-Dec) 2025	
Q1 (Jan-Mar) 2026	
Q2 (Apr-Jun) 2026	
Q3 (July-Sept) 2026	
Q4 (Oct-Dec) 2026	

StRAP Scope of Work Revision Form

Grantee			
Contract			
Date Submitted			
Updated Totals for whole Scope of Work (Including both planned work and work already completed)			
Total Estimated Cost for all Work on SOW:		Linear Feet of all Work on SOW:	

Site to be added to Scope of Work

Site/Stream Segment Name						
Linear Feet of Channel:			Number of Beaver Dams:			
Detailed Description of Damage						
Planned Repair						
Reason Site is being added to Project						
Estimated Cost to Repair						
Start/End Points *(EX: 35.7827, -78.6427)*	Start:			Stop:		
Estimate Benefits of Work:	# of Structures	# of Utility Crossings	# of Road Crossings	# of Farms	Acres of Ag Land	
Anticipated Work Start Date						
Photo Attached? (Required)	☐		**Map Attached? (Required)**	☐		

Site to be removed from Scope of Work or Reduced in Length

Site/Stream Segment Name					
Linear Feet of Channel Proposed for Removal/Reduction:		Linear Feet of Channel Remaining in Revised SOW:			
Justification for Removing/Reducing this segment					
Estimated Cost to Repair- only needed if section of stream is being left on project.					
Map Attached? Required if site is reduced in length. Not required if being removed from SOW.		☐			
Start/End Points- only needed if section of stream is being left on project.	Start:		Stop:		

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between County of Polk, North Carolina, a body politic, having an address at 40 Courthouse Street, Columbus, North Carolina 28722 hereinafter referred to as "Landlord," and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 322 Landfill Road located in the City of Mill Spring, County of Polk, State of North Carolina legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

   a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

      Approximate dimensions: 100' x 100'

      Approximate square footage: 10,000

      Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

   b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant

will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Seven Hundred dollars ($700.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional Seven Hundred dollars ($700.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.

d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.

2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,

a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,

b. The right to improve an access road within the Access Easement Parcel,

c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,

d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of

(i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and

(ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and

e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel

and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.

4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.

5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to four (4) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.

7. Rent. Tenant shall pay Rent to Landlord in the amount of Seven Hundred dollars ($700.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that

is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: Lake Adger / 405572
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, maintenance of the access road only to the extent needed for use by for four-wheel drive vehicles, and if applicable, snow removal if Tenant has exclusive control over its access road. Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.

12. Mutual Indemnification.

    a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from

        (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or

        (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all

reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from

(i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or

(ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars ($1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars ($1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.

b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars ($1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run

during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet and/or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent. Tenant shall pay a colocation fee of equal to fifteen percent (15%) of the rent received from any subtenant that is an FCC licensed provider of wireless voice services. The colocation fee shall be due and payable to the Landlord upon the first full month after the commencement of a sublease between Tenant and subtenant and each month thereafter until the sublease expires or is otherwise terminated. Such additional colocation fee shall not apply to (i) any governmental or public safety entity, or (ii) affiliate of Tenant or third party who acquires Tenant's wireless communication operations at the Premises, including, in each case, their respective successors and assigns. Tenant shall provide Landlord with a certificate each month, signed by Tenant, indicating the total amount of rental payments received from each Subtenant for each sublease.

18. Right to Receive Notice of Landlord's Intent to Receive, Solicit or Negotiate an Offer to Purchase the Premises or Rights under Lease or of Landlord's Receipt of an Offer to Purchase the Premises or Rights under Lease. Should Landlord determine to declare as surplus and dispose of (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") and whenever Landlord receives an acceptable bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall solicit from Tenant in accordance with NCGS 160A-269, an offer to purchase or for an upset bid. If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and terms and conditions upon which Landlord proposes to transfer Landlord's Interest.

Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.

20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.

21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically

having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.

25. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT:	USCOC of Greater North Carolina, LLC Attention: Real Estate Lease Administration 8410 West Bryn Mawr Avenue Chicago, Illinois 60631 Phone: 1-866-573-4544
LANDLORD:	Polk County, North Carolina 40 Courthouse Street Columbus, NC 28722 Phone: (828) 894-3301 Opt. 8

26. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.

27. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

28. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.

29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

31. Modifications. This Lease may not be modified, except in writing signed by both parties.

32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

33. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

34. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

36. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

37. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.

38. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.

39. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: County of Polk	TENANT: USCOC of Greater North Carolina, LLC
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: Manager
Date: _____	Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF POLK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public

My commission expires_____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public

My commission expires_____

Exhibit A

Legal Descriptions

LANDLORD'S PARCEL DESCRIPTION:

BEING all of Lot 1, containing 30.00 acres, and being shown and delineated on that certain plat entitled, "Survey For Tract #1 Polk County Solid Waste Transfer Station, Tract #2 Yates Williams and wife, Margie W. Will' 1, White Oak Township, Polk County, North Carolina", dated November 26, 2003 and prepare, by Wallace S. McAbee, Professional Land Surveyor, said plat being duly recorded in Map Card File E, Page 688 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 property pursuant to North Carolina General Statutes 47-30(g).

LEASEHOLD PARCEL DESCRIPTION:

LEGAL DESCRIPTION OF PROPOSED 100' X 100' LEASE AREA:
ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 86°37'12" EAST A DISTANCE OF 693.17 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,857.77', AND EASTING = 1,051,322.36'; THENCE, FROM THE POINT OF BEGINNING, NORTH 90°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
SAID LEASE AREA CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

30' ACCESS & UTILITY EASEMENT:

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit A (continued)

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 13°04'48" EAST A DISTANCE OF 615.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF LANDFILL ROAD (SR 1194), SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 586,416.811'; AND EASTING = 1,050,769.78'; THENCE, FROM THE POINT OF BEGINNING AND WITH SAID RIGHT OF WAY OF LANDFILL ROAD, NORTH 46°19'55" EAST A DISTANCE OF 31.78 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 24°24'39" EAST A DISTANCE OF 153.41 FEET TO A POINT; THENCE SOUTH 12°16'57" EAST A DISTANCE OF 166.25 FEET TO A POINT; THENCE SOUTH 79°19'12" EAST A DISTANCE OF 44.64 FEET TO A POINT; THENCE NORTH 59°48'33" EAST A DISTANCE OF 144.25 FEET TO A POINT; THENCE SOUTH 81°18'47" EAST A DISTANCE OF 168.67 FEET TO A POINT; THENCE SOUTH 60°59'05" EAST A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 20°19'42" EAST A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 146.25 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 90°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE
NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 140.87 FEET TO A POINT; THENCE NORTH 20°19'42" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 60°59'05" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 81°18'47" WEST A DISTANCE OF 152.70 FEET TO A POINT; THENCE SOUTH 59°48'33" WEST A DISTANCE OF 144.84 FEET TO A POINT; THENCE NORTH 79°19'12" WEST A DISTANCE OF 75.69 FEET TO A POINT; THENCE NORTH 12°16'57" WEST A DISTANCE OF 182.94 FEET TO A POINT; THENCE NORTH 24°24'39" WEST A DISTANCE OF 139.74 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT AREA CONTAINING 29,154.46 SQUARE FEET OR 0.669 ACRES MORE OR LESS.

10’ UTILITY EASEMENT:

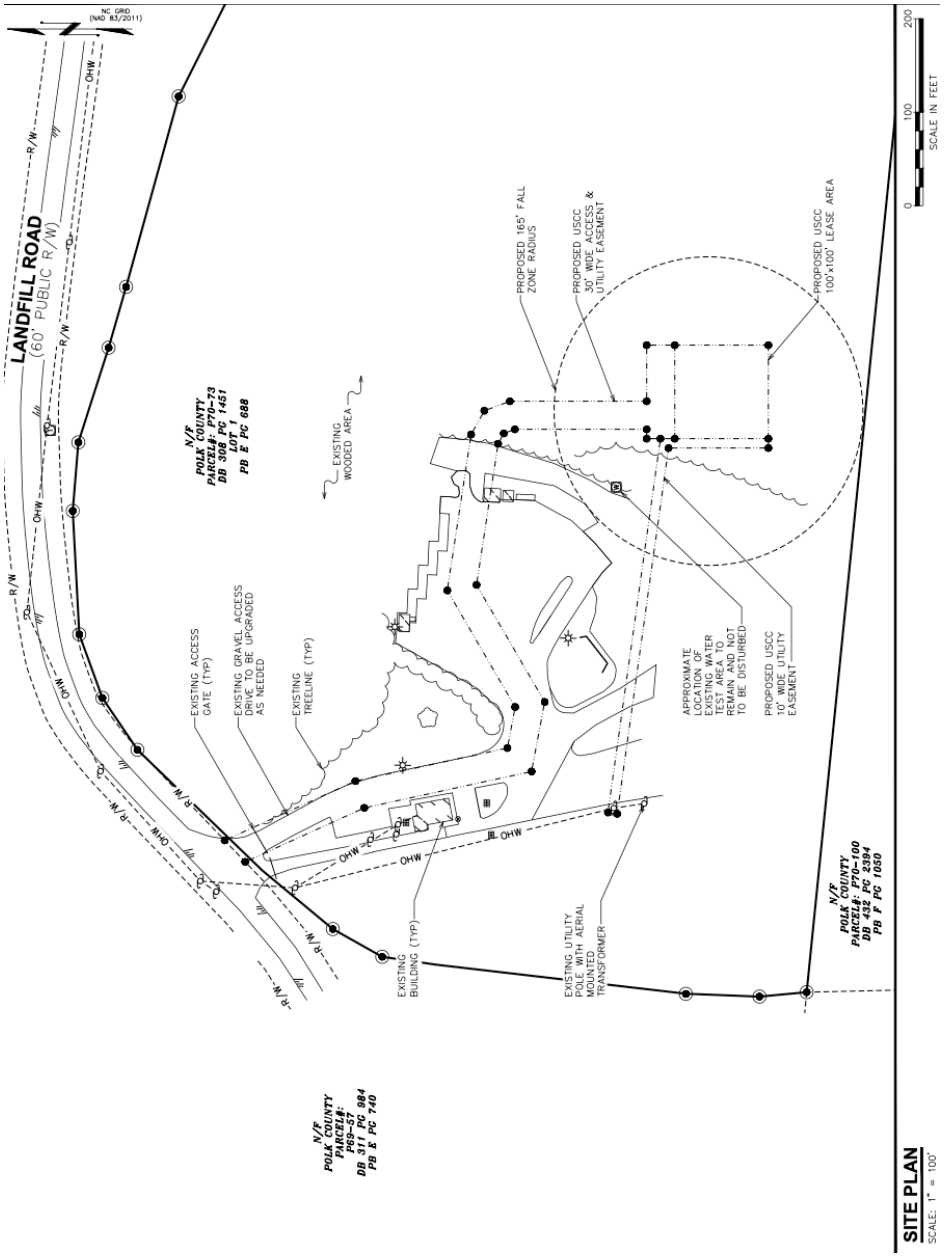
ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit A (continued)

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 43°18'44" EAST A DISTANCE OF 278.15 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 586,019.29'; AND EASTING = 1,050,821.19'; THENCE, FROM THE POINT OF BEGINNING, NORTH 07°58'47" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 82°01'13" EAST A DISTANCE OF 403.69 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 115.38 FEET TO A POINT; THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 106.69 FEET TO A POINT; THENCE NORTH 82°01'13" WEST A DISTANCE OF 394.99 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT AREA CONTAINING 5,103.73 SQUARE FEET OR 0.117 ACRES MORE OR LESS.

Exhibit B

Site Plan



Prepared by and return to:
USCOC of Greater North Carolina, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Lake Adger
Site Number: 405572
County: Polk
State: North Carolina
Site Address: 322 Landfill Road, Mill Spring, North Carolina 28756
Property Tax Number: P70-73

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between County of Polk, North Carolina, a body politic, whose address is 40 Courthouse Street, Columbus, North Carolina 28722, hereinafter referred to as "Landlord", and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease, entered into on the _____ of _____, 2024, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Register of Deed's Office for Polk County, State of North Carolina.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease gives Tenant the option to lease the Premises, exercisable at Tenant's sole discretion, for a period of eighteen (18) months commencing on the ____ day of _____, 2024. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.

2. In the event Tenant exercises the option to lease the Premises, in its sole discretion, then the Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

3. If Tenant exercises the option to lease the Premises, then Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

4. Should Landlord determine to declare as surplus and dispose of (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") and whenever Landlord receives an acceptable bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall solicit from Tenant in accordance with NCGS 160A-269, an offer to purchase or for an upset bid. If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and terms and conditions upon which Landlord proposes to transfer Landlord's Interest. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted.

5. Tenant (or its assignee or designee) shall have a right of first refusal to purchase one or more of the following interests, (a) fee ownership of all or any part of the Premises; (b) any easement rights in or over all or any part of the Premises; or (c) all or any part of Landlord's interest in or rights under the Lease (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept in accordance with the terms and conditions more particularly set forth in the Lease.

6. This Memorandum Lease of is subject to all the terms and provisions of the Ground Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Lease and the Memorandum of Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: County of Polk	TENANT: USCOC of Greater North Carolina, LLC
_____	By: _____
_____	Printed: _____
Date: _____	Title: Manager
	Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF POLK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, signed the said Memorandum as his/her free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public
My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, signed the said Memorandum as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public
My commission expires _____

EXHIBIT A

LEASEHOLD PARCEL DESCRIPTION:

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LEASE AREA CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

30' ACCESS & UTILITY EASEMENT:

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NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 140.87 FEET TO A POINT; THENCE NORTH 20°19'42" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 60°59'05" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 81°18'47" WEST A DISTANCE OF 152.70 FEET TO A POINT; THENCE SOUTH 59°48'33" WEST A DISTANCE OF 144.84 FEET TO A POINT; THENCE NORTH 79°19'12" WEST A DISTANCE OF 75.69 FEET TO A POINT; THENCE NORTH 12°16'57" WEST A DISTANCE OF 182.94 FEET TO A POINT; THENCE NORTH 24°24'39" WEST A DISTANCE OF 139.74 FEET TO THE POINT OF BEGINNING.
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10' UTILITY EASEMENT:

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 43°18'44" EAST A DISTANCE OF 278.15 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 586,019.29'; AND EASTING = 1,050,821.19'; THENCE, FROM THE POINT OF BEGINNING, NORTH 07°58'47" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 82°01'13" EAST A DISTANCE OF 403.69 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 115.38 FEET TO A POINT; THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 106.69 FEET TO A POINT; THENCE NORTH 82°01'13" WEST A DISTANCE OF 394.99 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT AREA CONTAINING 5,103.73 SQUARE FEET OR 0.117 ACRES MORE OR LESS.