BOARD OF COMMISSIONERS PUBLIC HEARINGS AND REGULAR MEETING MARCH 17, 2025 5:00 PM

Bryant H. Womack Justice & Administration Building 40 Courthouse Street Columbus, NC 28722

1. Public Hearing

   A. Call to Order the Public Hearing -The purpose of the Public Hearing is to receive public comment on the proposed resolution to be adopted by the Board of Commissioners signifying the organization of the Polk County Regional Water Authority. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjourn Public Hearing

2. Public Hearing II.

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to receive public comments on the proposed text amendments to the Polk County Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance to comply with amendments made in the North Carolina General Statutes.(A copy of the current and proposed draft of the Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance is available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office).

   B. Citizen Comments

   C. Adjourn Public Hearing

3. Public Hearing III.

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to take public comment on the proposed new road names; Evergreen Drive - Private Road - Off of Big Level Road - SR 1311, and Westlyn Way - Private Road - Off of Peniel Road - SR 1521. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

C. Adjourn Public Hearing

4. Call to Order the Regular Meeting - Chair Yoder.

5. Invocation - Commissioner Beiler

6. Pledge of Allegiance - Commissioner Hargett

7. Approval of Agenda

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

8. Consent Agenda

   A. Approval of February 17, 2025 Public Hearings & Regular Meeting Minutes

   B. Budget Amendment 4331 - LIDAR, Access Road & Generator.

   C. Sheriff's Department Surplus Vehicle Donation to the Isothermal Community College Foundation. (The notice was available for review at https://www.polknc.gov/public_hearing_notices.php and in the County Manager's Office).

   D. Budget Amendment for Soil Erosion and Sediment Control Phase Three.

   E. Interlocal Agreements Pertaining to Debris Removal.

   F. Declare one Sheriff vehicle to be sold electronically by public auction. Asset details are attached.

   G. Schedule a Public Hearing for the proposed new road names to be considered on Monday, April 14, 2025, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

9. Citizen Comments on Agenda Items.

10. Regular Agenda Items

    A. Recognition of the Polk County High School Volleyball Team State Champions - Aaron Greene, Polk County Schools Superintendent.

    B. Sheriff's Department Annual Report for 2024 - Sheriff Tim Wright.

    C. State Cashflow Loans for Disaster Response Activities to Local Governments - Manager Pittman, and Sandra Hughes, Finance Director.

    D. 2024 Uncollected (Delinquent) Tax Report - Melissa O'Laughlin, Tax Administrator.

    E. Consideration to adopt the Resolution to form the Regional Water Authority subsequent to the Public Hearing. Attorney, Belton Zeigler.

F. Consideration and Approval of the proposed Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance subsequent to the Public Hearing - Kelly Gay, Director of Soil and Water Conservation District, and Dawn Jordan, Director of Agricultural Economic Development.

G. Consideration and Approval of the proposed new road names subsequent to the Public Hearing - Attorney, Jana Berg.

H. Resolution Designation of Applicants Agent - Bobby Arledge, Emergency Management Director and Fire Marshall.

I. Emergency Management Update

11. Citizen Comments on Non-Agenda Items.

12. Volunteer Board Applications

A. Equalization and Review Board - There is one vacancy and one applicant; Erika Bradley.

B. Discussion and Approval of Chairperson for the Equalization and Review Board. Members include: Ray Gasperson, Jeff Miller, Tonya Walls, Wendy Wipperman, and Erika Bradley (if appointed).

13. Commissioner Comments.

14. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 1.A

Call to Order the Public Hearing -The purpose of the Public Hearing is to receive public comment on the proposed resolution to be adopted by the Board of Commissioners signifying the organization of the Polk County Regional Water Authority. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

ATTACHMENTS

1. RWA Public Hearing Notice



NOTICE OF PUBLIC HEARING
ON THE RESOLUTION TO ESTABLISH
THE POLK COUNTY REGIONAL WATER AUTHORITY

Notice is hereby given that, pursuant to the North Carolina Water and Sewer Authorities Act (Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended by Session Law 2023-126), a public hearing will be held at 5:00 p.m., on March 17, 2025, at Bryant H. Womack Justice and Administration Building, located at 40 Courthouse Street, Columbus, North Carolina 28722, on a proposed resolution to be adopted by the Board of Commissioners of Polk County, North Carolina signifying its determination to organize the Polk County Regional Water Authority under Section 3(a)(1) of said Act, which resolution will authorize the execution of the Articles of Incorporation of the Polk County Regional Water Authority substantially in the form set forth below.

The proposed Articles of Incorporation of the Polk County Regional Water Authority are as follows:

ARTICLES OF INCORPORATION

OF THE

POLK COUNTY REGIONAL WATER AUTHORITY

In compliance with the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended by Session Law 2023-126,

the Board of Commissioners for Polk County, North Carolina, the Board of the Directors for the Broad River Water Authority of North Carolina, and the Inman-Campobello Water District Commission of South Carolina, each pursuant to a resolution signifying its determination to organize an Authority under Article 1 of the Act, hereby certify the following:

1. Name. This Authority The name of such Authority shall be the Polk County Regional Water Authority (the "Authority").

2. Authority. The Authority is organized pursuant to Section 162A-3(a)(1) of the North Carolina Water and Sewer Authorities Act, as amended. The Authority shall be a public body and a body politic and corporate of the State of North Carolina and shall have all powers, rights, and responsibilities granted by Article 1 of Chapter 162A of the General Statutes of North Carolina.

3. Organizing Political Subdivisions. The names of the organizing political subdivisions of the Authority are:

a. Polk County, North Carolina,
b. The Broad River Water Authority of North Carolina, and
c. The Inman-Campobello Water District of South Carolina.

4. Members. The Board of Directors of the Authority initially shall be

a. Tommy Melton
Polk County Board of Commissioners
PO Box 308
Columbus, North Carolina 28722

b. Marche Pittman
Polk County Board of Commissioners
PO Box 308
Columbus, North Carolina 28722

a. Mickey Bland
Broad River Water Authority
112 N. Main Street
Rutherfordton, North Carolina 28139

b. Maria Hunnicutt
Broad River Water Authority
112 N. Main Street
Rutherfordton, North Carolina 28139

c. Craig Sims
Inman-Campobello Water District
5 Prospect Street

Inman, South Carolina 29349

d. Jeff Walker
Inman-Campobello Water District
5 Prospect Street
Inman, South Carolina 29349

e. David Odom
Odom Engineering
169 Oak Street
Forest City, North Carolina 28043

Membership, including terms and subsequent appointments, shall be governed by Article 1, Chapter 162A of the North Carolina General Statutes as supplemented by the bylaws of the Authority.

5. Terms. The members of the Authority shall be limited to two members to be appointed from time to time by the political subdivisions and an additional independent member appointed by the political subdivisions as provided in the bylaws. The members shall serve three-year terms staggered as provided in the bylaws.

6. Principal Office. The Principal Office of the Authority shall be the Polk County Administration Building, located at 40 Courthouse Street, Columbus, North Carolina 28722 and with mailing address PO Box 308, Columbus, North Carolina 28722.

7. Effective date. The Authority shall be effective upon the adoption of a resolution by each organizing political subdivision signifying their determination to organize such Authority.

IN WITNESS WHEREOF, Polk County, North Carolina has caused these Articles of Incorporation to be executed by the Chairman of its Board of Commissioners and its corporate seal to be affixed hereto and attested by the Clerk of said Board; the Broad River Water Authority has caused these Articles of Incorporation to be executed by the Chairman of its Board of Directors and its corporate seal to be affixed hereto and attested by the Clerk of said Board; and the Inman-Campobello Water District has caused these Articles of Incorporation to be executed by the Chairman of its Board of Commissioners and its corporate seal to be affixed hereto and attested by the Clerk of said Board, all as of this the 17th day of March, 2025.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 2.A

Call to Order the Public Hearing - The purpose of the Public Hearing is to receive public comments on the proposed text amendments to the Polk County Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance to comply with amendments made in the North Carolina General Statutes.(A copy of the current and proposed draft of the Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance is available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office).

ATTACHMENTS

1. Agriculture Ordinance PH Notice
2. Polk County Ag Ordinance.draft.8.2024.markups

NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m., on Monday, March 17, 2025, in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on

The proposed text amendment to the Polk County Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance.

Copies of the proposed ordinance are available for review in the County Manager's Office in the Womack Building. They are also available online at www.polknc.gov. For additional information about this Public Hearing, contact the County Manager's office, at (828) 894-3301.

Kennedy Freeman

Clerk to the Board of County Commissioners

Scheduled at the BOC meeting on 2/17/2025 - KF

**POLK COUNTY VOLUNTARY
AGRICULTURAL DISTRICT &
ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE**

ARTICLE I
TITLE

An ordinance of the Board of County Commissioners of POLK COUNTY, NORTH CAROLINA, entitled**,** "POLK COUNTY VOLUNTARY AGRICULTURAL DISTRICT & ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE."

ARTICLE II
AUTHORITY

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the North Carolina General Statutes sections 106-735 through 106-744~~, and~~ Chapter 153A and 160D.

ARTICLE III
PURPOSE

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms.

ARTICLE III
PURPOSE

The following are defined for purposes of this Ordinance:

Advisory Board: Polk County Agricultural Advisory Board.

Chairperson: Chairperson of the Polk County Agricultural Advisory Board.

District: Voluntary Agricultural District as established by this Ordinance.

Enhanced District: Enhanced Voluntary Agricultural District as established by this Ordinance.

Board of Commissioners: Polk County Board of Commissioners.

ARTICLE V
AGRICULTURAL ADVISORY BOARD

A. Creation

The Agricultural Preservation ordinance will be implemented by the existing ~~Voluntary Farmland Preservation~~ Agricultural Advisory Board as appointed by the The Board of Commissioners. This Advisory Board will oversee both county ordinances.

B. Membership

The Advisory Board shall consist of no less than 7 (seven) members appointed by the Board of Commissioners.

C. Membership Requirements

1. Each Advisory Board member shall be a Polk County resident.

2. At least 5 of the 7 members shall be actively engaged in farming.

3. The members shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Agricultural Advisory Board with an effort to have the broadest geographical representation possible.

D. Tenure

The initial board is to consist of 2 (two) appointees for terms of one year; 2 (two) appointees for terms of two years; and 3 (three) appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted. The terms will begin January 1st and extend through December 31st in the year of expiration. The same person may not serve more than two consecutive full terms, but may reapply after one year of separation from the board.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term as per Article V, Section C, 3.

F. Removal

Any member of the Advisory Board who is absent from more than two consecutive meetings without adequate reason during the year may be removed by the Board of Commissioners.

G. Funding

Funds may be appropriated by the Board of Commissioners to the Agricultural Advisory Board to perform its duties.

H. Advisory Board Procedure

1. Chairperson

The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the calendar year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

2. Jurisdiction

The Advisory Board may adopt rules of procedure not inconsistent with this ordiance or with other provisions of State law.

3. Advisory Board Year

The Advisory Board shall use the calendar year as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chairperson and at such times as the Advisory Board may specify in its rules of procedure. Notice of any meetings to the members shall be in writing. All meetings will be open to the public. A quorum consisting of 4 of the 7 Advisory Board members must be present to conduct official business.

5. Majority Vote

The concurring vote of a majority of the quorum of the Advisory Board shall be necessary to reverse any order, requirement, decision, or determination of the Agricultural Advisory Board; to decide in favor of an applicant; or to pass upon any other matter on which it is required to act under this ordinance.

6. Records

The Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, ~~all of which shall be filed in the Polk Soil and Water Conservation District office.~~

I. Duties

The Advisory Board shall:

1. Review and approve applications for qualified farmland and agricultural districts and make recommendations concerning the establishment and modification of these agricultural districts;

2. Conduct public hearings per Article XII.

3. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy or activities within the county that will affect agricultural districts;

4. Review and make recommendations concerning proposed amendments to this ordinance;

5. Study additional methods of farmland preservation and make recommendations to the Board of Commissioners; and

6. Perform other agricultural related tasks or duties assigned by the Board of Commissioners.

~~7. Collaborate with the Polk County Agricultural Economic Development Department.~~

ARTICLE VI
VOLUNTARY AGRICULTURAL DISTRICTS & ENHANCED VOLUNTARY AGRICULTURAL DISTRICTS/REGIONS

A. Regions

1. Polk County is hereby divided into six (6) regions as defined below:

1. Columbus
2. Cooper Gap
3. Green Creek
4. Saluda
5. Tryon
6. White Oak

The boundaries of each region will follow the boundaries of the corresponding townships as determined by the County.

B. Districts and Enhanced Districts

In order to implement the purposes stated in Article III, this program provides for the creation of Districts and Enhanced Voluntary Agricultural Districts, within Regions, which meet the following standards:

Districts and Enhanced Districts shall consist of any acreage that is part of a qualifying farm certified under Article VII, enrolled under Article VIII, and is contained within any region. All land enrolled in a region does not constitute a single District or Enhanced District. If qualifying farmland has acreage in two or more regions, the farm shall participate in the region where the largest acreage is found.

ARTICLE VII
CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

To secure county certification as qualifying farmland as a District or Enhanced District, a farm must:

1. Be real property that is engaged in agriculture as defined in N.C.G.S. § 106-581.1;

Any of the following shall constitute sufficient evidence that the property is being used for bona fide farm purposes:

a. A farm sales tax exemption certificate issued by the Department of Revenue.

b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.

c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.

d. A forest management plan.

~~e. A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.~~

2. Be managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly-erodible land;

3. Be the subject of a Conservation Agreement, as defined in N.C.G.S. § 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county zoning and subdivision regulations, and Article XI;

4. Be located in the unincorporated area of Polk County, unless there is an agreement with a municipality through which the county is authorized to exercise the authority of the municipality on its behalf.

ARTICLE VIII
APPLICATION, REVIEW & APPEAL PROCEDURE

A. Application Procedure

1. A landowner, or landowners, may apply to participate in either the Voluntary Agricultural District or the Enhanced Voluntary Agricultural District program by making application, for certification of qualifying farmland to be created, or included in a District or Enhanced District, to the chairperson of the Advisory Board or a designated staff person. The landowner, or landowners, must designate the application as for either Voluntary Agricultural District status or Enhanced Voluntary Agricultural District status. The application shall be on forms provided by the Advisory Board. A landowner can submit one application per property per year.

2. A Conservation Agreement (required by N.C.G.S. § 106-737 and N.C.G.S. § 106-743.3, and defined in N.C.G.S. §121-35) suited to district type (Voluntary Agricultural District or Enhanced Voluntary Agricultural District) designated by the landowner(s) to sustain, encourage, and promote agriculture must be executed by the landowner(s) with the Advisory Board, which shall record a certified copy of such with the Polk County Register of Deeds.

B. Review Process

1. Upon receipt of a completed application, the chairperson may forward copies to the following offices which may be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board to review the application:

a. The Polk County Tax office;
b. The Polk County Soil and Water Conservation District office;
~~c. The Natural Resources Conservation Service;~~

~~d.~~c. ~~The North Carolina Forest Service;~~ and
~~e.~~d. Any other such agency or office the Advisory Board deems appropriate.

2. The Advisory Board or its administrative designees prior to, or at, the next regularly scheduled board meeting shall review an application for certification of qualifying farmland to determine if the application is compliant with all requirements of this Ordinance. The chairperson of the Board shall notify the applicant by first class mail of application compliance or non-compliance, and the reason(s) therefore, within 15 days of the determination.

C. Appeal

If an application is determined to be noncompliant with this Ordinance by the Advisory Board, the landowner may, within fifteen (15) days of notification of noncompliance of the application, request in writing that the Advisory Board reconsider its determination. The request for reconsideration shall state the reason(s) therefore. The Advisory Board shall meet at the next regularly scheduled board meeting for reconsideration of the
application and shall notify the applicant by first class mail of its determination, and the reason(s) therefore, within 15 days of the reconsideration of the application. After a negative determination after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the determination to the Board of Commissioners. Such appeal shall be presented in writing and shall state the reason(s) therefore. The decision of the Board of Commissioners is final. A reapplication can be made one year after final determination.

ARTICLE IX
RENEWAL, TRANSFER, ENFORCEMENT & REVOCATION OF CONSERVATION AGREEMENTS

A. Renewal

The County will provide, at a minimum, six months advance written notice to landowner(s) whose Conservation Agreement(s) will expire within the year. A Conservation Agreement for land within a Voluntary Agricultural District or Enahanced Voluntary District, that has been reviewed and continues to qualify under all provisions of Article VII. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.

1. District. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for a period of 10 years unless the landowner provides written notice prior to expiration of the Conservation Agreement to the Advisory Board of intent not to renew.

2. Enhanced District. A Conservation Agreement for land within an Enhanced Voluntary Agricultural District shall be automatically renewed for a period of 3 years unless the landowner provides written notice prior to expiration of the Conservation Agreement to the Advisory Board of intent not to renew. Anytime during this renewal period, landowner(s) can reapply for a new 10 year Conservation Agreement.

B. Transfer

Absent noncompliance by the transferer or transferee, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its

authorizing legislation has been repealed.

1. District. Transfers of land in a District due to death of the landowner, sale, or gift shall not revoke the Conservation Agreement unless new landowner(s) deny the Conservation Agreement. The new landowner(s), on a supplemental application, shall provide updated contact information and review the Conservation Agreement. In the event that there are water or sewer assessments held in abeyance by this Ordinance, and where the new owner(s) fail(s) to agree in writing to accept liability for those assessments when land is withdrawn either voluntarily or involuntarily from the District, the Conservation Agreement shall be revoked. Revocation shall be undertaken pursuant to the provisions of Section D of this Article.

2. Enhanced District. Transfers of land in a District due to death of the landowner(s), sale, or gift shall not revoke the Conservation Agreement. All new landowner(s) shall affirm the Conservation Agreement and submit a supplemental application. The Conservation Agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the Conservation Agreement.

C. Enforcement

1. District. Enforcement of the terms of a Conservation Agreement for land enrolled in a District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom. Revocation shall be undertaken pursuant to the provisions of Section D of this Article.

2. Enhanced District. Conservation Agreements for the Enhanced Agricultural District program may, at the election of the parties, include provisions requiring that any disputes between the county and the landowner be resolved through arbitration or mediation, and, in the event of litigation, that the prevailing party be awarded costs, including reasonable attorney fees. Enforcement of the terms of the Conservation Agreement may be through an action for injunctive relief and/or damages in any court of competent jurisdiction. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). The right to terminate program benefits is in addition to any legal rights that the County may have under either this Ordinance or the terms of the applicable Conservation Agreement. The County may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the Conservation Agreement.

D. Revocation

The Advisory Board may revoke the same Conservation Agreement based on noncompliance by the landowner with the provisions of Article VII, subject to the same provisions as contained in Article VIII(C) for appeal of denials. Such revocation shall result in loss of eligibility of the noncompliant parcel(s) to participate in a District. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). A notice of revocation shall be recorded in the county land record system pursuant to N.C.G.S. § 121-41(b), sufficient to provide

notice that the qualifying farmland land has been withdrawn from the Voluntary Agricultural District program and the qualifying farmland shall be removed from the Voluntary Agricultural District Program database and map in the county Geographic Information System.

1. District. By providing 30 days advance written notice to the Advisory Board, a landowner of qualifying farmland within a District may revoke the Conservation Agreement; or

2. Enhanced District. Conservation Agreements for land within Enhanced Districts are IRREVOCABLE for a period of 10 years. At the end of the term, a notice of revocation shall be recorded in the Polk County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Enhanced Voluntary Agricultural District program if the agreement is not automatically renewed, or renewed voluntary by the landowner(s).

ARTICLE X
WAIVER OF WATER AND SEWER OR ALL UTILITY ASSESSMENTS

A. No Connection Required

1. A landowner belonging to a District shall not be required to connect to Polk County (or its contractors, third party designees) water and/or sewer systems.

2. A landowner belonging to an Enhanced District shall not be required to connect to Polk County utility systems.

B. Abeyance

1. Water and sewer assessments shall be held in abeyance, without interest, for farms in a District, until improvements on such property are connected to the water or sewer system for which the assessment was made.
2. Utility assessments shall be held in abeyance, without interest, for farms in an Enhanced District, until improvements on such property are connected to the utility system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner shall be required to sign an acknowledgement, which shall be incorporated into the Conservation Agreement, of the abeyance of the statute of limitations upon collecting water and sewer assessments, or other utility assessments.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. § 153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this Ordinance shall apply.

ARTICLE XI
ADDITIONAL ENHANCED AGRICULTURAL DISTRICT BENEFITS

Land enrolled in the Enhanced Voluntary Agricultural District program is entitled to all of the benefits available under the Voluntary Agricultural District program, and to the following additional benefits under this Article:

A. Sale of Non-farm Products

~~Landowners participating in Enhanced Districts may receive up to twenty-five percent of gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from county zoning regulations under N.C.G.S. § 153A-340(b). A farmer seeking to benefit from this subsection shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five percent of its gross sales. A county may adopt an ordinance pursuant to this section that sets forth the standards necessary for proof of compliance.~~

Property that is subject to a conservation agreement under G.S. 106-743.2 that remains in effect may receive up to twenty-five percent (25%) of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under G.S. 160D-903. For purposes of G.S. 160D-903, the production of any nonfarm product that the Department of Agriculture and Consumer Services recognizes as a "Goodness Grows in North Carolina" product that is produced on a farm that is subject to a conservation agreement under G.S. 106-743.2 is a bona fide farm purpose. A farmer seeking to benefit from this subsection shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five percent (25%) of its gross sales. A county may adopt an ordinance pursuant to this section that sets forth the standards necessary for proof of compliance.

~~For purposes of N.C.G.S. § 153A-340(b), the production of any nonfarm product that the Department of Agriculture and Consumer Services recognizes as a "Goodness Grows in North Carolina" product that is produced on a farm that is subject to a Conservation Agreement under N.C.G.S. § 106-743.2 is a bona fide farm purpose.~~

B. Agricultural Cost Share Program

A person who farms land that is subject to a conservation agreement under G.S. 106-743.2 that remains in effect is eligible under G.S. 106-850(b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Article 72 of this Chapter for funds to benefit that farmland.

~~Landowners participating in Enhanced Districts are eligible under N.C.G.S. § 143-215.74(b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Article 72 of this Chapter for funds to benefit that farmland.~~

C. Priority Consideration

State departments, institutions, or agencies that award grants to farmers are encouraged to give priority consideration to any person who farms land that is subject to a conservation agreement under G.S. 106-743.2 that remains in effect.

~~State departments, institutions, or agencies that award grants to farmers are encouraged to give priority consideration to landowners participating in Enhanced Districts.~~

~~D. Utility Assessment Waiver~~

~~As provided in Article X, waiver of all county utility assessments, in addition to waiver of water and sewer assessments, is available to all participants in Enhanced Districts.~~

ARTICLE XII
PUBLIC HEARINGS

A. Purpose

N.C.G.S. § 106-740 provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District or Enhanced District until such agency or unit has requested that the Advisory Board hold a public hearing on the proposed condemnation. This provision ensures that the condemning agency or unit considers the impact of its actions upon agricultural, forestal, and/or horticultural land prior to taking action that is not reversible. This provision is not intended to, and does not, prohibit the condemning agency or unit from taking action that is authorized by law.

B. Procedure

1. Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Polk County within five (5) business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within ten (10) days of receipt of the request.

2. The Advisory Board shall meet to review:

   a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and

   b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District or Enhanced District within which the proposed action is to take place.

3. The Advisory Board shall consult with the Cooperative Extension Service office, the Soil and Water Conservation District office, the Natural Resources Conservation Service, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.

4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency

proposing the acquisition.

5. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.

6. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition within five (5) days.

7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

8. Pursuant to N.C.G.S. § 106-740, the condemning agency may not formally initiate a condemnation action while the proposed condemnation is properly before the Advisory Board within these time limitations.

ARTICLE XIII
NOTIFICATION

A Record Notice of Proximity to a Voluntary or an Enhanced Voluntary Agricultural District

1. Procedure

Pursuant to N.C.G.S. § 106-741, when Polk County computerizes its county land records system the following requirements outlined in this section shall be implemented and enforced. Upon certification of qualifying farmland and designation of real property as a District or Enhanced District, Polk County shall provide in its computerized land records system some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half mile of that District or Enhanced District. [If a county cannot provide this notice within the computerized land records system, then this provision should be left out. Recording of a VAD Conservation Agreement may assist with the implementation of this provision where tract data is shared between the Register of Deeds office and the GIS/Tax office. However, a VAD Conservation Agreement is not required to be recorded under N.C.G.S. § 121-41 (c) of the Conservation and Historic Preservation Agreements Act. An EVAD Conservation Agreement must be recorded under N.C.G.S. § 121-41 (c) of the Conservation and Historic Preservation Agreements Act.]

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Article.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the

title of a particular tract to report to any person the proximity of the tract to a qualifying farm or District or Enhanced District as defined in this Ordinance.

B. Geographic Information System

Voluntary and Enhanced Voluntary Agricultural Districts, and all properties within one-half mile of a Voluntary and Enhanced Voluntary Agricultural District, shall be mapped in the county Geographic Information System.

C. Maps

Maps identifying approved Districts shall be provided to the following agencies or offices, and required to post:

1. Planning Department;
2. Tax Office;
3. Register of Deeds;

Maps identifying approved Districts shall be provided to the following agencies or offices, and are requested to post:

~~4. Natural Resources Conservation Service;~~

~~5.~~4. North Carolina Cooperative Extension;

~~6.~~5. Soil and Water Conservation District; and

~~7.~~6. Any other such agency or office the Advisory Board deems appropriate.

D. Signage

Signs identifying parcels enrolled in an agricultural district may be placed on enrolled parcels at the discretion of the owners. Signs shall not be placed along the right-of-way of any state or county maintained road.

ARTICLE XIV
SUBDIVISION ORDINANCE & ZONING ORDINANCE REVIEW

Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of Districts and Enhanced Districts within one-half mile of the proposed development.

ARTICLE XV
COUNTY LAND USE PLANNING

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners, or the agency or office to which the Board of Commissioners delegate authority to oversee county land use planning,

on the status, progress, and activities of the county's Voluntary Agricultural District program and Enhanced VoluntaryAgricultural District program and to also coordinate the formation and maintenance of Districts and Enhanced Districts with the county's land use planning activities and the county's land use plan.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

Polk County has established Districts and Enhanced Districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, burning, and other common farming activities may occur in these Districts and Enhanced Districts any time during the day or night. Maps and information on the location and establishment of these Districts and Enhanced Districts can be obtained from the North Carolina Cooperative Extension Service office, the Soil and Water Conservation District office, the office of the Register of Deeds, the County Planning office, or the Natural Resources Conservation Service office.

ARTICLE XVI
CONSULTATION AUTHORITY

The Advisory Board may consult with North Carolina Cooperative Extension office, the Soil and Water Conservation District Office, the Natural Resources Conservation Service office, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

ARTICLE XVII
NORTH CAROLINA AGENCY NOTIFICATION

Annual Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this Ordinance shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the North Carolina Cooperative Extension office, and the Soil and Water Conservation District office after adoption. At least annually, the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's Voluntary Agricultural District program and Enhanced Voluntary Agricultural District program, including the following information:

1. Number of landowners enrolled;
2. Number of acres enrolled;
3. Number of acres certified during the reporting period;
4. Number of acres not certified during the reporting period;
5. Number of acres for which applications are pending;

6. Municipalities with which Memorandums of Understanding have been signed;

7. Municipalities with which Memorandums of Understanding are no longer in effect;

8. Municipalities that have adopted this Ordinance for the purpose of the county enforcing this Ordinance within their corporate boundaries;

9. Copies of any amendments to this Ordinance or Memorandums of Understanding signed with municipalities; and

10. Any other information the Advisory Board deems useful.

ARTICLE XVIII
LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this Ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with Other Ordinances and Statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Polk County, the provisions of those other ordinances shall govern. Whenever the provisions of any federal or state statute conflict with this Ordinance, the provisions of such federal or state statute shall govern. The sole remedy for a land use not complying with this Ordinance shall be revocation of the Conservation Agreement and removal of the non-qualifying land from the Polk County Voluntary Agricultural District and Enhanced Voluntary Agricultural District Program. Recreational use of land that does not interfere with agricultural uses as defined in N.C.G.S. § 106-581.1 shall not be considered non-compliant with this Ordinance.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

ARTICLE XIX
ENACTMENT

The Polk County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

The Polk County Board of Commissioners hereby adopt and enact the preceeding articles and sections of this ordinance.

Adopted this the _____ day of _____, _____.

Motion for adoption by _____, seconded by

_____.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

_____
Clerk to the Board

_____
Chair

Approved as to form:

_____
County Attorney

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 3.A

Call to Order the Public Hearing - The purpose of the Public Hearing is to take public comment on the proposed new road names; Evergreen Drive - Private Road - Off of Big Level Road - SR 1311, and Westlyn Way - Private Road - Off of Peniel Road - SR 1521. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

ATTACHMENTS

1. Road Names PH Notice PDF

NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m., on Monday, March 17, 2025, in the Bryant H. Womack Justice and Administration Building, located at 40 Courthouse Street, Columbus, NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on the following six (6) proposed new road names to be adopted in Polk County, North Carolina:

Mill Spring Township:

Evergreen Drive – Private Road – Off of Big Level Road – SR 1311

Tryon Township:

Westlyn Way – Private Road – Off of Peniel Road – SR 1521

Kennedy Freeman

Clerk to the Board of County Commissioners

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.A

Approval of February 17, 2025 Public Hearings & Regular Meeting Minutes

ATTACHMENTS

1. 2.17.25 Meeting Minutes

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearings & Regular
Meeting February 17, 2025 -
5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street
Columbus, NC 28722
MINUTES

Present: Chair Yoder, Vice-Chair Moore, Commissioner Hargett, and Commissioner Melton. Also present were Attorney Berg, Clerk to the Board Freeman, media, and citizens.

Absent: Commissioner Beiler, and Manager Pittman.

1. Public Hearings - The public hearings were properly advertised in the Tryon Daily Bulletin.

   A. Public Hearing I.

   Chair Yoder called to order the public hearing for the proposed text amendments to the Polk County Zoning Ordinance.

   I. Call to Order the Public Hearing - The proposed text amendment to the Polk County Zoning Ordinance to permit temporary housing buildings to be provided to those in need for use as a temporary shelter during recovery from the state of emergency declared in Polk County. (A copy of the current and proposed draft of the Zoning Ordinance is available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office).

   Cathy Ruth, the Planning and Economic Development Director, delivered a presentation, which is included by reference in these minutes. The current and proposed draft of the Zoning Ordinance was available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.

   II. Citizen Comments

   There were no citizen comments.

   III. Adjourn Public Hearing

   Commissioner Melton moved to adjourn the Polk County Zoning Ordinance public hearing, seconded by Vice-Chair Moore, and the motion carried unanimously.

   B. Public Hearing II.

   Chair Yoder called to order the public hearing for the proposed text amendments to the Polk County Subdivision Ordinance.

   I. Call to Order the Public Hearing - The proposed text amendment to the

Polk County Subdivision Ordinance to update and clarify easements, road maintenance agreements, private roads, and minor subdivisions.(A copy of the current and proposed draft of the Subdivision Ordinance is available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office).

Cathy Ruth, the Planning and Economic Development Director, delivered a presentation, which is included by reference in these minutes. The current and proposed draft of the Subdivision Ordinance was available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.

II. Citizen Comments

There were two citizen comments.

III. Adjourn Public Hearing

Vice-Chair Moore moved to adjourn the Polk County Subdivision Ordinance public hearing, seconded by Commissioner Hargett, and the motion carried unanimously.

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

A. Appointment of Clerk to the Board of County Commissioners, Kennedy Freeman.

Commissioner Melton moved to approve the appointment of Kennedy Freeman as Clerk to the Board of County Commissioners, seconded by Vice-Chair Moore, and the motion carried unanimously.

B. Administer Oath of Office for Clerk - Chairman Yoder.

Chair Yoder administered Kennedy Freeman, Clerk to the Board's Oath of Office.

3. Invocation - Chairman Yoder.

4. Pledge of Allegiance - Commissioner Melton

5. Approval of Agenda

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

Commissioner Hargett requested that item 6.D. in the Consent Agenda be amended and moved to item 8.I. in the Regular Agenda.

Commissioner Hargett moved to approve the agenda as amended, seconded by Commissioner Melton, and the motion carried unanimously.

6. Consent Agenda

A. Approval of the January 13, 2025 Regular Meeting Minutes

B. Schedule a Public Hearing for proposed new road names to be considered

on Monday, March 17, 2025 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

C. Declare six Sheriff vehicles & miscellaneous equipment surplus to be sold electronically by public auction. Asset details attached.

D. Adopt resolution of Polk County recognizing and approving of the Polk County official America 250 NC Committee

This item was moved to the Regular Agenda Items as item 8.I.

E. Tax Refund Request through February 10, 2025 in the amount of $849.60

F. Vaya Health Quarterly Financial Report for the period ending December 31, 2024

G. 2024 Community Health Assessment (CHA) Briefing.

H. Appoint Commissioner Hargett to the Community Child Protection Team (CCPT)

Vice-Chair Moore moved to approve the consent agenda, seconded by Commissioner Melton, and the motion carried unanimously.

7. Citizen Comments on Agenda Items.

There were five citizen comments.

8. Regular Agenda Items

A. Organization of the Polk County Regional Water Authority (PCRWA) - Discuss the creation of the PCRWA and review the next steps. Schedule a public hearing on the proposed resolution to organize the Polk County Regional Water Authority for Monday, March 17th at 5:00 p.m. in the Bryant H. Womack Justice & Administration Building, 40 Courthouse St. Columbus - Presented by Attorney Belton Zeigler.

Attorney Belton Zeigler presents the creation of the Polk County Regional Water Authority and requests a public hearing to be scheduled for the next Board of Commissioners meeting on Monday, March 17, 2025, at 5:00 p.m.

Commissioner Melton moved to approve the scheduling of the public hearing for Monday, March 17, 2025, at 5:00 p.m., seconded by Commissioner Hargett, and the motion carried unanimously.

B. Review changes to the Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance and request to schedule a public hearing on the proposed resolution for Monday, March 17th, at 5:00 p.m. in the Bryant H. Womack Justice & Administration Building, 40 Courthouse St. Columbus - Kelly Gay, Director of Polk County Soil and Water Conservation District, and Dawn Jordan, Director of Polk County Agricultural Economic Development will be present.

Kelly Gay and Dawn Jordan presented the proposed text amendments.

Commissioner Melton moved to schedule the public hearing as presented, seconded by Vice-Chair Moore, and the motion carried unanimously.

C. Award Service Contracts for Brush Grinding and Hauling and to approve the associated Budget Amendment – Travis Ballard, Solid Waste Director.

Mr. Ballard reported that the excess debris from Hurricane Helene has led to more vegetative waste at the landfill than anticipated. After receiving two bids, he recommended awarding the contract to the lowest bidder, CompostNow.

Vice-Chair Moore motioned to award the service contracts for Brush Grinding and Hauling, seconded by Commissioner Melton, and the motion carried unanimously.

Vice-Chair Moore motioned to approve the associated budget amendment, seconded by Commissioner Melton, and the motion carried unanimously.

D. Consideration and approval of the proposed Zoning Ordinance Amendment subsequent to the Public Hearing - Cathy Ruth, Polk County Planning and Economic Development Director.

Cathy Ruth, Planning and Economic Development Director, was present.

Commissioner Hargett moved to approve the proposed Zoning Ordinance Amendment, seconded by Vice-Chair Moore, and the motion carried unanimously.

E. Consideration and approval of the proposed Sub Division Ordinance Amendment subsequent to the Public Hearing - Cathy Ruth, Polk County Planning and Economic Development Director.

Cathy Ruth, Planning and Economic Development Director, was present.

After discussion, the Commissioners requested that the Subdivision Ordinance be sent back to the Planning Board for further review.

Vice-Chair Moore moved to send the Subdivision Ordinance Amendment back to the Planning Board for reconsideration, seconded by Commissioner Melton, and the motion carried unanimously.

F. Discussion and approval of the 2025/2026 Budget Calendar - Sandra Hughes, Finance Director.

Sandra Hughes, Finance Director, presented the 2025/2026 Budget Calendar.

Commissioner Melton moved to approve the 2025/2026 Budget Calendar as amended, seconded by Commissioner Hargett, and the motion carried unanimously.

G. Disaster and Relief Recovery Update - Bobby Arledge, Emergency

Management Director.

Emergency Management Director Bobby Arledge reported significant progress with the Army Corps of Engineers. Waterway debris removal has begun, and as of February 17, 2025, 52,000 cubic yards of debris (equivalent to 3,700 truckloads) have been cleared. Right of way debris removal is nearing completion, with citizens needing to place debris roadside by February 20. So far, 84,500 cubic yards of right-of-way debris (equal to 6,000 truckloads) have been collected by AshBritt. Citizens can visit the county website for more information.

The Private Property Debris Removal (PPDR) Program is starting where residents can apply to have debris cleared from their properties, including unsafe structures. For details, visit polkcounty.gov/PPDR. The Disaster Relief Center (DRC) is setting up a call center. Arledge recommends citizens stay updated via social media for its completion.

H. Public Information Officer, Kellie Cannon, Introduction - Manager Pittman.

Chair Yoder introduced and welcomed new Public Information Officer, Kellie Cannon, to Polk County.

I. Adopt resolution of Polk County recognizing and approving of the Polk County official America 250 NC Committee.

Commissioner Hargett removed an item from the consent agenda for a presentation on the America 250 NC Committee. The presentation was given by Gary Linton, President of the Blue Ridge Chapter National Society Sons of the American Revolution, and Craig Isaacson, Vice President. Polk County is part of this chapter.

Mr. Linton read the following resolution for the Board's consideration:

"A resolution of Polk County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 205 NC)

WHEREAS, Roy Cooper, former Governor of North Carolina, created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future: and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's
Contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, the Polk County Committee is officially formed to achieve the goals of America 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of Polk hereby endorses AMERICA 250 NC and its mission; and

RESOLVED, the County of Polk officially establishes an AMERICA 250 NC Committee made up of a group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Polk County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to Polk County's legislative delegation and the AMERICA 250 NC Committee."

Mr. Linton explained that to be eligible for the $10,000 grant, they must have the resolution approved by the County. He also says that the committee plans to use the funds to build a battlefield memorial marker.
Commissioner Hargett says that she supports the celebration and historical markers, but she had reservations about parts of the program, such as the mention of Diversity, Equity, and Inclusion (DEI). Mr. Linton clarified that their focus was on history and Patriot service, and not political endorsements.

Commissioner Melton moved to adopt the resolution as read, seconded by Vice-Chair Moore. The motion carried, with Commissioner Hargett abstaining from the vote.

9. Citizen Comments on Non-Agenda Items.

There were three citizen comments.

10. Volunteer Board Applications

A. Board of Adjustment - There are two vacancies and one applicant; Wendy Wipperman.

Vice-Chair Moore moved to approve the appointment of Wendy Wipperman to the Board of Adjustment, seconded by Commissioner Melton. The motion carried, with Commissioner Hargett abstaining from the vote.

B. Equalization & Review Board - There are five vacancies and four applicants; Ray Gasperson, Jeff Miller, Tonya Walls, and Wendy Wipperman.

Vice-Chair Moore moved to approve the appointment of all four applicants, seconded by Commissioner Melton, and the Motion carried unanimously.

C. Library Board of Trustees - There are four vacancies and five applicants; Cathleen Cullen, Summer Flynn, Susannah Hogan, Libby Morris, and Jackson Rainer. (Please choose four applicants to appoint.)

Vice-Chair Moore motioned to appoint Summer Flynn to the Library Board of Trustees, seconded by Commissioner Melton, and the motion carried unanimously.

Commissioner Melton moved to appoint Susanna Hogan to the Library Board of Trustees, seconded by Commissioner Hargett and the motion carried unanimously.

Vice-Chair Moore motioned to appoint Libby Morris to the Library Board of Trustees, seconded by Commissioner Melton, and the motion carried unanimously.

Commissioner Melton moved to appoint Jackson Rainer to the Library Board of

Trustees, seconded by Vice-Chair Moore and the motion carried unanimously.

D. Planning Board - There is one vacancy and three applicants; Carrie Federici, Teresa (Terri) Morrin, and Charles Noffke. (Please choose one applicant to be appointed as the At Large Alternate.)

Commissioner Melton moved to appoint Carrie Federici to the Planning Board, seconded by Vice-Chair Moore and the motion carried unanimously.

11. Commissioner Comments.

The Board of Commissioners expressed gratitude to everyone who came to the meeting and showed their appreciation for the new Clerk to the Board and Public Information Officer.

12. Adjournment

Vice-Chair Moore moved to adjourn the meeting, seconded by Commissioner Hargett and the motion carried unanimously.

Attest:

Kennedy E Freeman
Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS

Myron Yoder
Chair

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.B

Budget Amendment 4331 - LIDAR, Access Road & Generator.

ATTACHMENTS

1. BA - LIDAR, Access Road & Generator

POLK COUNTY FINANCE
BUDGET AMENDMENT BATCH #: _____
DATE: 3/17/2025 BOC meeting
Dept: **Disaster Relief**
Transfer # 27

INCREASE BUDGETED EXPENDITURE			DECREASE BUDGETED EXPENDITURE		
GL ACCOUNT #			GL ACCOUNT #		
10-4331-4400-0	Cont Svc	$ 30,000	10-4331-4406-1	Debris	$ (199,250)
10-4331-0580-6	Access Rd	150,000			
10-4331-5000-0	Generator	19,250			
		$ 199,250			$ (199,250)

EXPLANATION: Transfer $30,000 for LIDAR, $150,000 for the construction of a temporary road to access Lake Adger dam for evaluation and repair of damage caused by Helene and purchase a like generator to replace the one that failed during Helene.

Transfers greater than $20,000 require Board approval

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.C

Sheriff's Department Surplus Vehicle Donation to the Isothermal Community College Foundation. (The notice was available for review at https://www.polknc.gov/public_hearing_notices.php and in the County Manager's Office).

ATTACHMENTS

1. Isothermal Community College Foundation Vehicle Donation Notice
2. Isothermal Community College Foundation Vehicle Donation Resolution



NOTICE OF DONATION

OF POLK COUNTY PROPERTY

TO THE ISOTHERMAL COMMUNITY COLLEGE FOUNDATION

At its March 17, 2025 meeting, the Polk County Board of Commissioners will consider adopting a resolution donating to the Isothermal Community College Foundation one (1) Vehicle #242 a 2019 Dodge Charger, VIN # 2C3CDXKT0KH693270, that is no longer needed by the Polk County Sheriff's Office. The vehicle is no longer needed for any governmental purpose or use by the County of Polk. Additional information can be obtained by contacting Jeff Ramsey, with the Polk County Sheriff's Office at (828) 894-3001, ext. 303 or Kennedy Freeman, with the Polk County Manger's Office at (828) 894-3301, ext. 239

Kennedy Freeman
Clerk to the Board of County Commissioners

Notice was published on 3.5.25 KF

POLK COUNTY BOARD OF COMMISSIONERS RESOLUTION

AUTHORIZING DONATION OF EQUIPMENT TO THE

ISOTHERMAL COMMUNITY COLLEGE

WHEREAS, NCGS 160A-280 allows one North Carolina local government to donate obsolete or unused personal property to a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States; and

WHEREAS, the Isothermal Community College Foundation is a non-profit organization organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Polk County Sheriff's Office has one (1) Vehicle, a 2019 Dodge Charger, VIN # 2C3CDXKT0KH693270 with approximately 101,312 miles; and

WHEREAS, the following aforementioned motor vehicle is no longer needed for any governmental purpose or use by the County of Polk or the Polk County Sheriff's Office; and

WHEREAS, the Polk County Sheriff has learned that the Isothermal Community College is in need of such vehicle; and

WHEREAS, as required by law a notice has been posted at least 5 days prior to the March 17, 2025 Board of County Commissioners meeting indicating that the Board of Commissioners would consider donating the aforementioned motor vehicle to the Isothermal Community College Foundation; now, therefore, be it

RESOLVED, that the Polk County Board of Commissioners does hereby approve Vehicle, a 2019 Dodge Charger, VIN # 2C3CDXKT0KH693270 motor vehicle and authorizes the County Manager, or his designee, to take all necessary actions to convey title to such equipment to the Isothermal Community College Foundation.

Adopted this the 17th day of March 2025.

_____
Myron Yoder, Chairman
Polk County Board of Commissioners

_____
Kennedy Freeman, Clerk to the
Polk County Board of Commissioners

Approved as to form:
40 Courthouse Street PO Box 308

_____
Jana Berg, County Attorney

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.D

Budget Amendment for Soil Erosion and Sediment Control Phase Three.

ATTACHMENTS

1. BA - SW Trans Out to Proj Fund
2. Proj Ord-Solid Waste Erosion Control

POLK COUNTY FINANCE
BUDGET AMENDMENT
DATE: 3/17/2025 BOC meeting
Dept: **Solid Waste**

BATCH #:

Transfer # 26

INCREASE BUDGETED EXPENDITURE			DECREASE BUDGETED EXPENDITURE		
GL ACCOUNT #			GL ACCOUNT #		
51-4720-9800-0	Transfer out	30,000	51-4720-9911-0	Fund Balance Designated	$ (30,000)
		$ 30,000			$ (30,000)

EXPLANATION: Transfer to increase Solid Waste Erosion Capital Project Ordinance

Transfers greater than $20,000 require Board approval

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

COUNTY OF POLK, NORTH CAROLINA

SOLID WASTE CAPITAL PROJECT BUDGET ORDINANCE
Soil Erosion & Sedimentation Control Project

BUDGET EXPENDITURES

	Budget	Original 12/19/2022	Amended 3/17/2025
Erosion Control	52-4720-0580-8	$ 746,215	$ 776,215
Total Expenditures		$ 746,215	$ 776,215

REVENUES

Transfer in -Solid Waste	52-3980-0000	$ 746,215	$ 776,215
Total Revenues		$ 746,215	$ 776,215

To establish Project Ordinance for the landfill location site

3/17/25 - Increase project $30,000 due to unexpected conditions encountered during phase II that required redesign and construction changes.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: Solid Waste-Erosion Control

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.E

Interlocal Agreements Pertaining to Debris Removal.

ATTACHMENTS

1. Saluda Interlocal Agreement
2. Interlocal Agreement for Columbus
3. Interlocal Agreement for Tryon

STATE OF NORTH CAROLINA INTERLOCAL AGREEMENT BETWEEN COUNTY OF POLK & CITY OF SALUDA

This Interlocal Agreement ("Agreement") is entered into effective February 26, 2025, by and between the COUNTY OF Polk, a (body politic and corporate), organized and existing under the laws of the State of North Carolina ("County") and the City of Saluda, a (municipal corporation) of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for;

WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of County of Polk and City of Saluda, yielding approximately an unknown amount cubic yards of debris countywide;

WHEREAS, storm-related debris removal requires a coordinated effort between
County, the incorporated municipalities, and state and Federal agencies to ensure that resources are applied where the need is most critical, all debris is removed, and that the public health, safety, and welfare are protected;

WHEREAS, the County Solid Waste Department, in conjunction with
(USACE, PRIVATE CONTRACTORS, ETC), is administering countywide storm-related debris removal;

WHEREAS, in order to achieve the orderly and efficient removal of storm-related debris, City of Saluda desires that Polk County coordinate countywide storm-related debris removal including debris removal efforts within the territorial jurisdiction of City of Saluda;

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers.

NOW, THEREFORE, in consideration of the mutual promises made in this Interlocal Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1.Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish the terms and conditions under which the County will engage in storm-related debris removal within City of Saluda' territorial jurisdiction.

2.Duration. This Agreement shall commence on February 26, 2025, and shall terminate on February 26, 2029, or upon the completion of storm-related debris removal in City of Saluda.

3. Responsibilities.

a. Polk County shall oversee and administer storm-related debris removal on public rights-of-way, waterways, and private property within the territorial jurisdiction of the City of Saluda.

b. City of Saluda. City of Saluda shall:

i. Prioritize areas impacted by the storm and provide that information to the County;

ii. Permit the County's contractors to enter City of Saluda owned property at all reasonable times to inspect storm-related debris;

iii. Identify personnel to coordinate with the County and the County's contractors in storm-related debris removal efforts;

iv. Assist the County in securing Right-of-Entry Agreements from private property owners within the jurisdiction of City of Saluda as requested by the County;

v. Cooperate with the County and provide information as necessary to the County for the purposes of receiving federal reimbursement for storm-related debris removal in the City of Saluda;

vi. Cooperate in good faith with the County and the County's contractors in the debris removal process.

vii. Reimburse the County for City of Saluda's pro rata share of any storm-related debris removal costs that are not reimbursed by the federal government.

4. Indemnification. City of Saluda agrees to indemnify and hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of County or its contractors for any damages that result from the County's negligence in removing storm-related debris within PARTY B. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.

7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.

8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the

institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in at a location designated by the mediator selected to hear the matter.

9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Polk County, North Carolina.

10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.

11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

PARTY A:	PARTY B:
Polk County	City of Saluda
PO BOX 308	6 East Main St
Columbus, NC 28722	Saluda, NC 28773

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and PARTY B, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

PARTY A	PARTY B
Polk County	City of Saluda
_____	Tanzie Mayo
Party A Authorized Signatory	Party B Authorized Signatory

ROE No. _____	PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL/DEMOLITION FEMA-4827-DR-24 Address: Tax ID Block/Lot: Federal/State/Tribal Landmark [Y/N]: ___

RIGHT OF ENTRY ("ROE") ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-4827-DR/EM-YY)

Ownership Interest's Grant of Right of Entry for Debris Removal and/or Demolition Activities

The undersigned hereby certifies he/she/they/ is/are (check):
___X___ Property Owner(s) with authority to grant access to the property at City of Saluda, NC.
_____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the County of Polk, the State of North Carolina, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major disaster, FEMA-4827- DR-24

Governments/Contractors will perform the following work (check):
1. __X_____ Remove debris from the Property.
2. __X_____ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

_____ The Property Owner(s)/agent certifies that no mortgage exists on said property.
_____ The Property Owner(s)/agent certifies that a mortgage does exist on said property.
_____ The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

_____ The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.
_____ The Property Owner(s)/agent certifies that (list type) lien[s] _____ exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received."

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures. The Property Owner(s)/agent agrees to indemnify and hold harmless Polk County and its officers, agents, and employees against all liability, loss and costs

arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Polk County for any damages that result from the County's negligence to remove debris or demolish unsafe structures. Polk County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to

_____

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim #_____, Policy #_____) to the County agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Signature(s). Witnesses Required Only if Demolition
Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2024.

Witness 1_____

Witness 2 _____

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledges that information submitted *will* be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right of Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to assure notification of any lien holder of demolition. The Property Owner/Authorized Agent understands that Polk County must comply with Chapter 132 of the North Carolina General Statutes and this obligation may supersede the County's privacy obligations under this ROE. If a third party makes public record request for any "confidential information," as that term is defined in N.C.G.S. § 132-1.2, Polk County agrees to notify the Property Owner/Agent of such request and to cooperate with the Property Owner/Agent in any lawsuit or declaratory judgment to determine whether the information or documents requested meet the requirements of N.C.G.S. §132-1.2 as confidential information or as otherwise restricted by law. This clause supersedes any language in any other document between the parties and shall not expire at the termination of the Contract.

Property Owner(s)/Authorized Agent:
Sign: _____
Print: Property Owner(s)/Authorized Agent:
_____
Current Address and Telephone No.:
_____
_____

ALSO, IF DEMOLITION: Lien Holder(s):
Sign_____
Print: Lien Holder/Authorized Agent:
_____
Current Address and Telephone No.:
_____
_____
Other Lien Holder/Authorized Agent:
Sign_____

Print: Other Lien Holder/Authorized Agent: _____
Current Address and Telephone No.: _____

STATE OF NORTH CAROLINA INTERLOCAL AGREEMENT BETWEEN COUNTY OF POLK & TOWN OF COLUMBUS

This Interlocal Agreement ("Agreement") is entered into effective February 26, 2025, by and between the COUNTY OF Polk, a (body politic and corporate), organized and existing under the laws of the State of North Carolina ("County") and the Town of Columbus , a (municipal corporation) of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for;

WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of County of Polk and Town of Columbus, yielding approximately an unknown amount cubic yards of debris countywide;

WHEREAS, storm-related debris removal requires a coordinated effort between
County, the incorporated municipalities, and state and Federal agencies to ensure that resources are applied where the need is most critical, all debris is removed, and that the public health, safety, and welfare are protected;

WHEREAS, the County Solid Waste Department, in conjunction with
(USACE, PRIVATE CONTRACTORS, ETC), is administering countywide storm-related debris removal;

WHEREAS, in order to achieve the orderly and efficient removal of storm-related debris, Town of Columbus desires that Polk County coordinate countywide storm-related debris removal including debris removal efforts within the territorial jurisdiction of Town of Columbus;

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers.

NOW, THEREFORE, in consideration of the mutual promises made in this Interlocal Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1.Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish the terms and conditions under which the County will engage in storm-related debris removal within Town of Columbus' territorial jurisdiction.

2.Duration. This Agreement shall commence on February 26, 2025, and shall terminate on February 26, 2029, or upon the completion of storm-related debris removal in Town of Columbus.

3. Responsibilities.

a. Polk County shall oversee and administer storm-related debris removal on public rights-of-way, waterways, and private property within the territorial jurisdiction of the Town of Columbus.

b. Town of Columbus. Town of Columbus shall:

i. Prioritize areas impacted by the storm and provide that information to the County;

ii. Permit the County's contractors to enter Town of Columbus owned property at all reasonable times to inspect storm-related debris;

iii. Identify personnel to coordinate with the County and the County's contractors in storm-related debris removal efforts;

iv. Assist the County in securing Right-of-Entry Agreements from private property owners within the jurisdiction of Town of Columbus as requested by the County;

v. Cooperate with the County and provide information as necessary to the County for the purposes of receiving federal reimbursement for storm-related debris removal in the Town of Columbus;

vi. Cooperate in good faith with the County and the County's contractors in the debris removal process.

vii. Reimburse the County for Town of Columbus's pro rata share of any storm-related debris removal costs that are not reimbursed by the federal government.

4. Indemnification. Town of Columbus agrees to indemnify and hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of County or its contractors for any damages that result from the County's negligence in removing storm-related debris within PARTY B. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.

7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.

8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in at a location designated by the mediator selected to hear the matter.

9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Polk County, North Carolina.

10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.

11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

PARTY A:

Polk County

PO BOX 308

Columbus, NC 28722

PARTY B:

Town of Columbus

PO Box 146

Columbus, NC 28722

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and PARTY B, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

PARTY A	PARTY B
Polk County	Town of Columbus
_____	_____
Party A Authorized Signatory	Party B Authorized Signatory

STATE OF NORTH CAROLINA INTERLOCAL AGREEMENT BETWEEN COUNTY OF POLK & TOWN OF TRYON

This Interlocal Agreement ("Agreement") is entered into effective February 26, 2025, by and between the COUNTY OF Polk, a (body politic and corporate), organized and existing under the laws of the State of North Carolina ("County") and the Town of Tryon, a (municipal corporation) of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for;

WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of County of Polk and Town of Tryon, yielding approximately an unknown amount cubic yards of debris countywide;

WHEREAS, storm-related debris removal requires a coordinated effort between
County, the incorporated municipalities, and state and Federal agencies to ensure that resources are applied where the need is most critical, all debris is removed, and that the public health, safety, and welfare are protected;

WHEREAS, the County Solid Waste Department, in conjunction with
(USACE, PRIVATE CONTRACTORS, ETC), is administering countywide storm-related debris removal;

WHEREAS, in order to achieve the orderly and efficient removal of storm-related debris, Town of Tryon desires that Polk County coordinate countywide storm-related debris removal including debris removal efforts within the territorial jurisdiction of Town of Tryon;

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers.

NOW, THEREFORE, in consideration of the mutual promises made in this Interlocal Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1.Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish the terms and conditions under which the County will engage in storm-related debris removal within Town of Tryon' territorial jurisdiction.

2.Duration. This Agreement shall commence on February 26, 2025, and shall terminate on February 26, 2029, or upon the completion of storm-related debris removal in Town of Tryon.

3. Responsibilities.

a. Polk County shall oversee and administer storm-related debris removal on public rights-of-way, waterways, and private property within the territorial jurisdiction of the Town of Tryon.

b. Town of Tryon. Town of Tryon shall:

i. Prioritize areas impacted by the storm and provide that information to the County;

ii. Permit the County's contractors to enter Town of Tryon owned property at all reasonable times to inspect storm-related debris;

iii. Identify personnel to coordinate with the County and the County's contractors in storm-related debris removal efforts;

iv. Assist the County in securing Right-of-Entry Agreements from private property owners within the jurisdiction of Town of Tryon as requested by the County;

v. Cooperate with the County and provide information as necessary to the County for the purposes of receiving federal reimbursement for storm-related debris removal in the Town of Tryon;

vi. Cooperate in good faith with the County and the County's contractors in the debris removal process.

vii. Reimburse the County for Town of Tryon's pro rata share of any storm-related debris removal costs that are not reimbursed by the federal government.

4. Indemnification. Town of Tryon agrees to indemnify and hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of County or its contractors for any damages that result from the County's negligence in removing storm-related debris within PARTY B. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.

7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.

8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the

institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in at a location designated by the mediator selected to hear the matter.

9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Polk County, North Carolina.

10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.

11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

PARTY A:	PARTY B:
Polk County	Town of Tryon
PO BOX 308	301 North Trade Street
Columbus, NC 28722	Tryon, NC 28782

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and PARTY B, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

PARTY A	PARTY B
Polk County	Town of Tryon
_____	
Party A Authorized Signatory	Party B Authorized Signatory

ROE No.	PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL/DEMOLITION FEMA-4827-DR -24 Address: Tax ID Block/Lot: Federal/State/Tribal Landmark [Y/N]: N

RIGHT OF ENTRY ("ROE") ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-4827- DR-24)

Ownership Interest's Grant of Right of Entry for Debris Removal and/or Demolition Activities

The undersigned hereby certifies he/she/they/ is/are (check):

___X___ Property Owner(s) with authority to grant access to the property at (Address) Town of Columbus, All Town Owned and/or maintained real property.

_____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the State of North Carolina and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major disaster, FEMA-4827- DR -24.

Governments/Contractors will perform the following work (check):

1. ___X____ Remove debris from the Property.
2. _____ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

_____ The Property Owner(s)/agent certifies that no mortgage exists on said property.

_____ The Property Owner(s)/agent certifies that a mortgage does exist on said property.

_____ The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

_____ The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.

_____ The Property Owner(s)/agent certifies that (list type) lien[s] _____ exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received."

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury

or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to the Town/City/County/Parish/State Department of _____ at (address & phone) _____.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim #_____, Policy #_____) to the Town/City/County/Parish/State agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Signature(s). Witnesses Required Only if Demolition
Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 202X.

Witness 1_____

Witness 2 _____

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledges that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right of Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to assure notification of any lien holder of demolition.

Property Owner(s)/Authorized Agent:
Sign: Timothy J. Barth

Print: Property Owner(s)/Authorized Agent:
Current Address and Telephone No.: _____
Timothy J. Barth (334) 899-9702

ALSO, IF DEMOLITION: Lien Holder(s):
Sign_____

Print: Mortgage Holder/Authorized Agent:
Current Address and Telephone No.:

_____

Sign_____

Print: **Other Lien Holder**/Authorized Agent:
Current Address and Telephone No.: _____

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.F

Declare one Sheriff vehicle to be sold electronically by public auction. Asset details are attached.

ATTACHMENTS

1. 3.17.25 Surplus Vehicle

FA1510-11 **View Fixed Asset Projected Depreciated Value**

VIEW

Fund:	20 Human Services Fund		
Department:	5169 Meeting Place - Aging		
Asset Number:	3260		
Description 1:	**VEH902 SUV**		
2:	**FORD**		
3:	**1997 EXPLORER**		
Asset# Linked to:			
Asset ID Tag #:	**1496**		
Serial #:	**1FMCU24X4VUB26829**		
Original Cost:	**14,500.00**	Upgrades tied to this asset:	**N**
Category Code:	**A 10 yr life**		
Acquisition Date:	**9/14/2000**	In Service Date:	**9/14/2000**
Projected Retirement Date:	**3/17/2025**	Age in Years:	**25**
Prior years depreciation:	**14,500.00**	Date depreciation last applied:	**6/30/2023**
Additional depreciation since last yr:		# Days since last depreciation:	
Projected Life to Date Depreciation:	**14,500.00**	Daily Rate:	
Residual Value=Original cost-LTD Depr:			

ENTER **F12=Previous**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 8.G

Schedule a Public Hearing for the proposed new road names to be considered on Monday, April 14, 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

March 17, 2025

AGENDA ITEM # 10.B

Sheriff's Department Annual Report for 2024 - Sheriff Tim Wright.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 10.C

State Cashflow Loans for Disaster Response Activities to Local Governments - Manager Pittman, and Sandra Hughes, Finance Director.

ATTACHMENTS

1. State Cashflow

This contract has been pre-audited as required
by the Local Government Budget and Fiscal Control Act

_____
Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE COUNTY OF POLK, NORTH CAROLINA

Loan Round:	**Round 1**
Loan Number:	**Helene5174R1000000000**
Loan Date:	_____
Loan Round Amount:	**$1,654,938.58**

REPAYMENT TERMS:

- **$1 by the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount June 30, 2029**
- **40% (less $1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: 56-6000333

PURPOSE:
For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **County of Polk, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **$1,654,938.58** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**

b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program , or other federal reimbursement program.

c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.

d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.

e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.

f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **$1,654,938.58**.

g. As provided in the Authorizing Act:

   (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.

   (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.

   (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

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

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name D. Marche Pittman **Title** County Manager **Address** PO Box 308 Columbus, North Carolina 28722 **Email** mpittman@polknc.gov **Phone** (828) 894-3301	**Name** D. Marche Pittman **Title** County Manager **Address** 40 Courthouse Street Columbus, North Carolina 28722 **Email** mpittman@polknc.gov **Phone** (828) 894-3301

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.

b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

a. By mutual written consent of the Parties;
b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

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

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

COUNTY OF POLK, NORTH CAROLINA

AUTHORIZING OFFICIAL	Date
D. Marche Pittman	County Manager
Printed Name	Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL	Date
Jeffrey A. Poley	**Director of Disaster Services and Rural Economic Development**

ATTACHMENT A

RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF POLK, NORTH CAROLINA:

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.

2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

COUNTY OF POLK, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: Myron Yoder

Title: Chairman, Board of Commissioners

ATTEST:

_____
Town Clerk/Authorized Representative

Name: Kennedy Freeman

Title: Clerk to the Board

ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

_____

Finance Officer

PROMISSORY NOTE

Date: _____

Loan Number: **Helene5174R1000000000**
Loan Amount: **$1,654,938.58**

The **County of Polk, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Loan Amount: **$1,654,938.58** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **$1 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less $1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on _____.

COUNTY OF POLK, NORTH CAROLINA

_____

Signature

_____

[SEAL]

Attest:

_____

Signature

_____

Kennedy Freeman, Clerk to the Board
of County Commissioners

ATTACHMENT C

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	Polk County General Fund
Recipient's Address, City, State, Zip:	PO Box 308, Columbus NC 28722
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	HomeTrust Bank
Beneficiary Bank Routing Transit Number (RTN):	[redacted]
Beneficiary Bank Account Number:	[redacted]
Bank's Address, City, State, Zip:	685 W. Mills Street, Columbus NC 28722
Information for the Beneficiary Bank, if applicable:	

I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Sandra Hughes _____

Recipient Official's Printed Name **Signature**

(828) 894-3302 _____

Phone # **Date**

FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: **$1,654,938.58**	Contract/Reference #: **Helene5174R1000000000**
Date Wire Processed:	

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 •
Fax: (919) 855-5809 www.NCTreasurer.com

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 10.D

2024 Uncollected (Delinquent) Tax Report - Melissa O'Laughlin, Tax Administrator.

ATTACHMENTS

1. Unpaid 2024 report

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 3/1/2025

Re: Total Unpaid taxes for 2024

As per NCGS 105-369
Report for the Polk County Board fo Comissioners of total unpaid taxes for 2024 as of February 28, 2025

Uncollected amount $1,270,410.38
Unaudited end of February collection rate is 92.94%

This rate will continue to increase between Feb and year end in June.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 10.E

Consideration to adopt the Resolution to form the Regional Water Authority subsequent to the Public Hearing. Attorney, Belton Zeigler.

ATTACHMENTS

1. Authority Resolution Polk County with Incorporation Document (4897-6725-5321.2) (002)

RESOLUTION OF THE
BOARD OF COMMISSIONERS OF POLK COUNTY, NORTH CAROLINA APPROVING THE CREATION OF THE
POLK COUNTY REGIONAL WATER AUTHORITY

1. Whereas, the Board of Commissioners (the "Board") of Polk County North Carolina, (the "Commissioners") has considered the benefits of the creation of the Polk County Regional Water Authority (the "Authority") pursuant to the terms of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended by Session Law 2023-126.

2. Whereas, the Commissioners have found that the creation of the Authority is in the interest of the residents of the County and customers of it water system and will further the efficiency, cost-effectiveness and reliability of service to them.

3. Whereas, after due notice published in newspapers in general circulation in the County, the Commissioners have held a public hearing on the proposed creation of the Authority.

Now, therefore, the Board of Commissioners of the Polk County, North Carolina, hereby affirms the findings set forth above and resolves and determines:

A. To affirm and accept the Articles of Incorporations of the Polk County Regional Water Authority as attached hereto as ***Exhibit A*** pursuant to the terms of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended by Session Law 2023-126 (the "Statute").

B. Makes all other findings required by the Statute.

C. Authorizes its officers, agents and employees to take all steps reasonably necessary or convenient to accomplish the formation of the Authority.

Resolved this 17th day of March 2025.

_____

Myron Yoder, Chair of the Board of Commissioners

POLK COUNTY, NORTH CAROLINA

ATTEST:

_____

Kennedy Freeman, Clerk of the Board of Commissioners
Polk County, North Carolina

STATE OF NORTH CAROLINA)
)
COUNTY OF POLK)

I, _____, a Notary Public for North Carolina, do hereby certify that _____, the _____ of the **Board of Commissioners of Polk County**, a body politic of the State of North Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing instrument on behalf of the body politic.

Witness my hand and official seal this the ___day of _____, 2025.

Notary Public
Print Name: _____

My Commission Expires:

EXHIBIT A ARTICLES OF INCORPORATION

OF THE

POLK COUNTY REGIONAL WATER AUTHORITY

In compliance with the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended by Session Law 2023-126, the Board of Commissioners for Polk County, North Carolina, the Board of the Directors for the Broad River Water Authority of North Carolina, and the Inman-Campobello Water District Commission of South Carolina, each pursuant to a resolution signifying its determination to organize an Authority under Article 1 of the Act, hereby certify the following:

1. Name. This Authority The name of such Authority shall be the Polk County Regional Water Authority (the "Authority").

2. Authority. The Authority is organized pursuant to Section 162A-3(a)(1) of the North Carolina Water and Sewer Authorities Act, as amended. The Authority shall be a public body and a body politic and corporate of the State of North Carolina and shall have all powers, rights, and responsibilities granted by Article 1 of Chapter 162A of the General Statutes of North Carolina.

3. Organizing Political Subdivisions. The names of the organizing political subdivisions of the Authority are:

a. Polk County, North Carolina,
b. The Broad River Water Authority of North Carolina, and
c. The Inman-Campobello Water District of South Carolina.

4. Members. The Board of Directors of the Authority initially shall be

a. Tommy Melton
Polk County Board of Commissioners PO Box 308
Columbus, North Carolina 28722

b. Marche Pittman
Polk County Board of Commissioners PO Box 308
Columbus, North Carolina 28722

c. Mickey Bland
Broad River Water Authority 112 N. Main Street
Rutherfordton, North Carolina 28139

d. Maria Hunnicutt
Broad River Water Authority 112 N. Main Street
Rutherfordton, North Carolina 28139

e. Craig Sims
Inman-Campobello Water District 5 Prospect Street
Inman, South Carolina 29349

f. Jeff Walker
Inman-Campobello Water District 5 Prospect Street
Inman, South Carolina 29349

g. David Odom Odom Engineering 169 Oak Street
Forest City, North Carolina 28043

Membership, including terms and subsequent appointments, shall be governed by Article 1, Chapter 162A of the North Carolina General Statutes as supplemented by the bylaws of the Authority.

5. Terms. The members of the Authority shall be limited to two members to be appointed from time to time by the political subdivisions and an additional independent member appointed by the political subdivisions as provided in the bylaws. The members shall serve three- year terms staggered as provided in the bylaws.

6. Principal Office. The Principal Office of the Authority shall be the Polk County Administration Building, located at 40 Courthouse Street, Columbus, North Carolina 28722 and with mailing address PO Box 308, Columbus, North Carolina 28722.

7. Effective date. The Authority shall be effective upon the adoption of a resolution by each organizing political subdivision signifying their determination to organize such Authority.

IN WITNESS WHEREOF, Polk County, North Carolina has caused these Articles of Incorporation to be executed by the Chairman of its Board of Commissioners and its corporate seal to be affixed hereto and attested by the Clerk of said Board; the Broad River Water Authority has caused these Articles of Incorporation to be executed by the Chairman of its Board of Directors

and its corporate seal to be affixed hereto and attested by the Clerk of said Board; and the Inman- Campobello Water District has caused these Articles of Incorporation to be executed by the Chairman of its Board of Commissioners and its corporate seal to be affixed hereto and attested by the Clerk of said Board, all as of this the [__] day of [___], 2025.

_____

Myron Yoder, Chair of the Board of Commissioners

POLK COUNTY, NORTH CAROLINA

ATTEST:

_____

Kennedy Freeman, Clerk of the Board of Commissioners

Polk County, North Carolina

_____

[name], Chair of the Board of Commissioners

BROAD RIVER WATER AUTHORITY OF NORTH CAROLINA

ATTEST:

_____

[name], Secretary of the Board of Commissioners

Broad River Water Authority

_____

David E. Gibson, Chair of the Board of Commissioners

INMAN-CAMPOBELLO WATER DISTRICT OF SOUTH CAROLINA

ATTEST:

_____

[name], Secretary of the Board of Commissioners

Inman-Campobello Water District

[[NOTARY BLOCK TO BE ADDED]]

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 17, 2025

AGENDA ITEM # 10.H

Resolution Designation of Applicants Agent - Bobby Arledge, Emergency Management Director and Fire Marshall.

ATTACHMENTS

1. Resolution Designation of Applicants Agent 2025

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) POLK COUNTY GOVERNMENT	Disaster Number: DR 4827 NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A	
Applicant's Fiscal Year (FY) Start 2025 Month: 07 Day: 01	
Applicant's Federal Employer's Identification Number 56 - 6000333	
Applicant's Federal Information Processing Standards (FIPS) Number 37 - 149 -	

PRIMARY AGENT		SECONDARY AGENT	
Agent's Name	Bobby Arledge	Agent's Name	D. Marche Pittman
Organization	Polk County Government	Organization	Polk County Government
Official Position	Emergency Management Director	Official Position	County Manager
Mailing Address	40 Courthouse Street PO Box 308	Mailing Address	40 Courthouse Street PO Box 308
City ,State, Zip	Columbus, NC 28722	City ,State, Zip	Columbus, NC 28722
Daytime Telephone	(828) 894-3067	Daytime Telephone	(828) 894-3301
Facsimile Number	(828) 894-2263	Facsimile Number	(828) 894-2263
Pager or Cellular Number	(828) 817-6476	Pager or Cellular Number	(828) 817-1770

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL	
Name and Title	Myron Yoder, Chair	Name: Kennedy Freeman
Name and Title	David Moore, Vice-Chair	Official Position: Clerk to the Board
Name and Title		Daytime Telephone: (828) 894-3301

CERTIFICATION

I, Kennedy Freeman, (Name) duly appointed and Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of POLK COUNTY (Organization) on the _____ day of _____, 20__.

Date: _____ **Signature:_____**

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.