BOARD OF COMMISSIONERS PUBLIC HEARING AND REGULAR MEETING MARCH 16, 2026 5:00 PM

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

1. Public Hearing

   A. The purpose of the Public Hearing is to receive public comments on proposed new road names in Polk County: All the following are private roads within the Saluda Township, located off of Orchard Lake Road, SR 1100/1101; Alphabet Lane, Farside Road, Myrtle Hill Lane, Palmetto Road, RV Trail, and Watershed Trail. The notice was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjourn Public Hearing

2. Call to Order the Regular Meeting - Chairman Yoder

3. Invocation - Commissioner Beiler

4. Pledge of Allegiance - Commissioner Hargett

5. Approval of Agenda

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

6. Consent Agenda

   A. Approval of the February 16, 2026, Public Hearing and Regular Meeting Minutes.

   B. Schedule a Public Hearing for proposed new road names to be considered on Monday, April 20, 2026 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   C. Declare six Sheriff vehicles surplus to be sold electronically via GovDeals auction. Asset details attached.

   D. Declare computers and miscellaneous equipment from IT department as surplus to be sold electronically via GovDeals auction. Asset details attached.

   E. Appoint Chairman Yoder to the Regional Water Commission.

F. Vaya Health Quarterly Financial Report for the period ending December 31, 2025.

G. Tax Refund Requests in the amount of $1,922.77.

7. Citizen Comments on Agenda Items

8. Regular Agenda Items

A. Consideration and approval of the proposed seven new road names subsequent to the public hearing: Alphabet Lane, Farside Road, Myrtle Hill Lane, Palmetto Road, RV Trail, and Watershed Trail.

B. Tax Department - Melissa O'Loughlin, Tax Administrator.

I. 2025 Uncollected (Delinquent) Tax Report.

II. Misapplied Property Tax Payments Policy

III. Release of Interest Accrued From Misapplied Payment.

C. Approval of YMCA Architect, LS3P Associates, Budget Amendment, Project Budget Ordinance, and Contract - Manager Pittman

D. Budget Amendment for the Buildings, Maintenance, and Repair Budget Line - Mickey Edwards, Parks, Recreation, and Maintenance Director.

E. Polk County Schools - Dr. Brandon Schweitzer, Ed. D., Director of Operations.

I. Request transfer of $102,746.88 from the County's Capital Reserve Account to reimburse Polk County Schools for capital expenses paid through this year.

II. Tryon Elementary School Pre-K Expansion Update.

F. Health and Human Services Agency Child Abuse Prevention Proclamation - Chairman Yoder.

G. DRMF (Disaster Recovery Mitigation Fund) Flood Gauge Network Project Budget Ordinance - Manager Pittman.

H. Purchase Order Request and Budget amendment to appropriate insurance proceeds and additional fund balance for new demo ambulance - Michael Crater, EMS Director.

9. Citizen Comments on Non-Agenda Items

10. Volunteer Board Applications

A. Adult Care Advisory Committee - There are five vacancies and three applicants; Brent Seagle, Carol Blakely, and Cornelia Yoder.

B. Agricultural Advisory Board - There are two vacancies and three applicants; Beth Foster, Craig Tafaro, and Libbie Johnson.

C. Appearance Commission - There are three vacancies and two applicants; Dawn Spinola (Tryon Township), and Will Kallberg (At Large).

D. Nursing Home Community Advisory Committee - There are five vacancies and three applicants; Brent Seagle, Carol Blakely, and Cornelia Yoder.

E. Recreation Advisory Board - There are six vacancies and one applicant; Tabitha Letterman.

11. Commissioner Comments

12. Closed Session

    A. Motion to go into Closed Session for the purpose of Attorney-Client Privilege.

    B. Motion to return to open session.

13. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 1.A

The purpose of the Public Hearing is to receive public comments on proposed new road names in Polk County: All the following are private roads within the Saluda Township, located off of Orchard Lake Road, SR 1100/1101; Alphabet Lane, Farside Road, Myrtle Hill Lane, Palmetto Road, RV Trail, and Watershed Trail. The notice was properly advertised in the Tryon Daily Bulletin.

ATTACHMENTS

1. Road Names PH Notice - March2026
2. ORCHARD_LAKE_CAMPGROUND

Polk County
GOVERNMENT

NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m., on Monday, March 16, 2026, 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 proposed new road names to be adopted in Polk County, North Carolina:

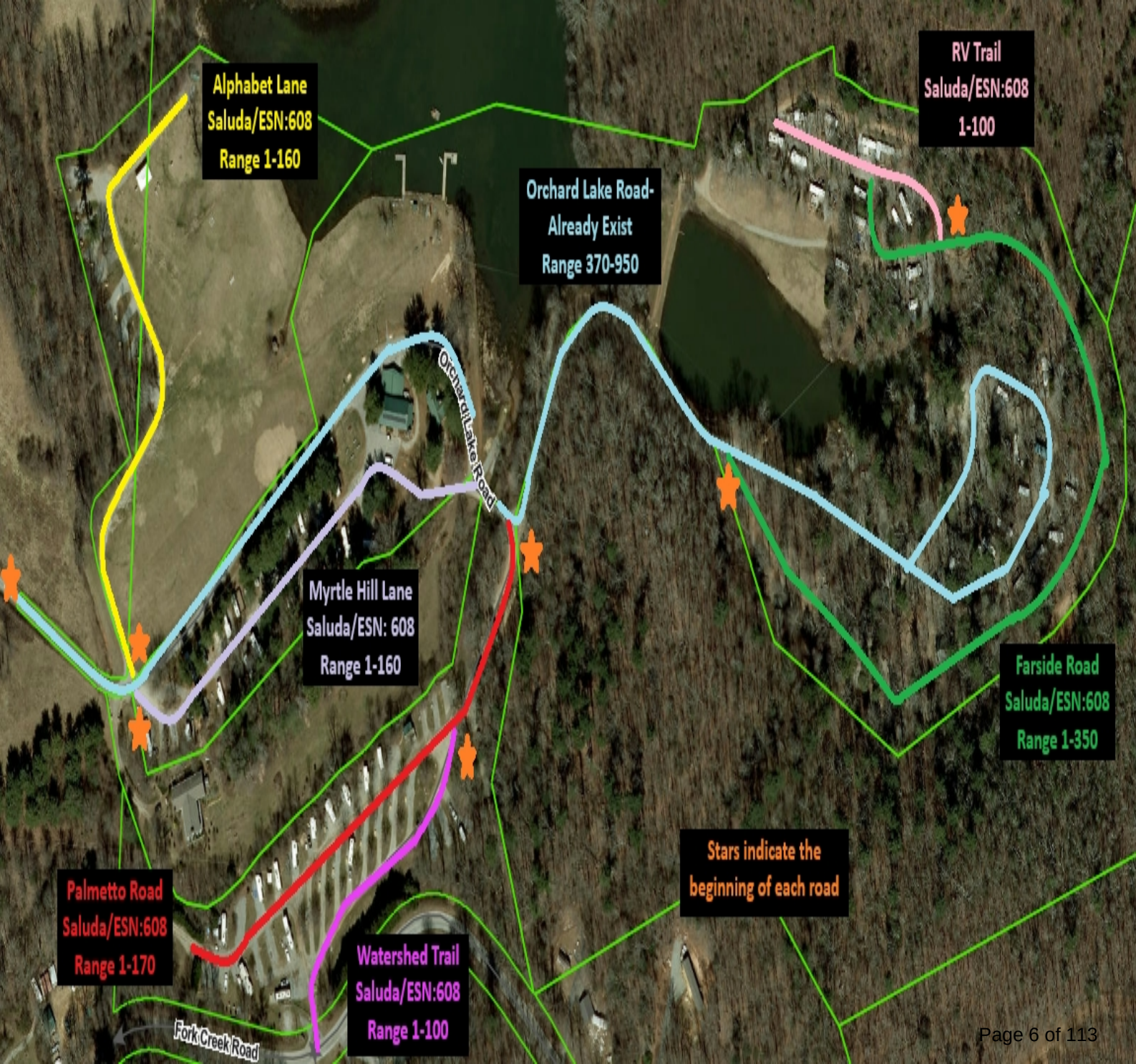
Saluda Township:

All the following are private roads located off of Orchard Lake Road, SR 1100/1101

Alphabet Lane
Farside Road
Myrtle Hill Lane
Palmetto Road
RV Trail
Watershed Trail

Kennedy Freeman

Kennedy Freeman
Clerk to the Board
(828) 894-3301


Alphabet Lane
Saluda/ESN:608
Range 1-160
RV Trail
Saluda/ESN:608
1-100
Orchard Lake Road-
Already Exist
Range 370-950
Orchard Lake Road
Myrtle Hill Lane
Saluda/ESN: 608
Range 1-160
Farside Road
Saluda/ESN:608
Range 1-350
Stars indicate the
beginning of each road
Palmetto Road
Saluda/ESN:608
Range 1-170
Watershed Trail
Saluda/ESN:608
Range 1-100
Fork Creek Road

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.A

Approval of the February 16, 2026, Public Hearing and Regular Meeting Minutes.

ATTACHMENTS

1. 02.16.2026 minutes

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearings & Regular Meeting
February 16, 2026 - 5:00 PM
Bryant H. Womack Justice & Administration
Building 40 Courthouse Street Columbus, NC 28722
MINUTES

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

1. Public Hearing

   A. Call to Order the Public Hearing. The purpose of the Public Hearing is to receive public comments on proposed new road names in Polk County: Rutherfordton Township: Caeli Way – Private Road – Off of County Line Road South (SR 1155), Saluda Township: Sunny Meadows Lane - Private Road – Off of Fork Creek Road (SR 1100). The notice was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   There were no citizen comments.

   C. Adjourn Public Hearing

   Commissioner Melton moved to adjourn the public hearing, seconded by Commissioner Hargett, and the motion carried unanimously.

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

3. Invocation - Chairman Yoder.

4. Pledge of Allegiance - Commissioner Melton

5. Approval of Agenda

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

   Vice-Chairman Moore requested the addition of an item to the regular agenda as Item A.1. to recognize Samuel Calton for his achievements.

   Commissioner Melton moved to approve the agenda as amended, seconded by Vice-Chairman Moore, and the motion carried unanimously.

6. Consent Agenda

   A. Approval of January 12, 2026, Public Hearing and Regular Meeting Minutes.

B. Budget Amendment to appropriate $22,000 of fund balance to the Finance Department.

Chairman Yoder requested brief discussion from Finance Director Sonya Ayers to clarify the purpose of the budget amendment.

C. Tax refunds in the amount of $728.74 through the period ending January 23, 2026.

D. Resolution Supporting the Development of the Saluda Grade Trail.

7. Citizen Comments on Agenda Items.

There was one citizen comment.

8. Regular Agenda Items

A. Consideration and approval of the proposed two new road names subsequent to the public hearing: Caeli Way, and Sunny Meadows Lane.

Commissioner Hargett moved to approve the proposed road names, Caeli Way, and Sunny Meadows Lane, seconded by Vice-Chairman Moore, and the motion carried unanimously.

A.I. Recognition of Samuel Calton for his Acceptance into the United States Military Academy at West Point. (Added during item 5.A.)

Vice-Chairman Moore recognized Samuel Calton for his acceptance into the U.S. Military Academy at West Point. Mr. Calton is ranked fifth in his graduating class at Thomas Jefferson Classical Academy, serves as captain of the wrestling team, and has participated in several leadership and service programs. The Commissioners congratulated Mr. Calton on his achievements.

B. Polk County 2025 Audit Presentation - Brandi Fesperman, Martin-Starnes & Associates.

Ms. Fesperman gave a presentation, a copy of which is hereby incorporated by reference into these minutes.

C. Discussion and Approval of the FY 2026/2027 Budget Calendar - Sonya Ayers, Finance Director.

Sonya Ayers, Finance Director, presented the Fiscal Year 2026/2027 Budget Calendar. She explained that it complies with all North Carolina Local Government Commission requirements and follows the same timeline as the FY 2025/2026 calendar, which proved sufficient to allow departments adequate time for review and discussion throughout the budget process.

Commissioner Melton moved to approve the 2026/2027 Budget Calendar, seconded by Vice-Chairman Moore, and the motion carried unanimously.

D. National Nutrition Month Proclamation - Gail Dyer, HHSA Senior Nutrition Coordinator; Natalie Trachsel, HHSA Assistant Director.

Commissioner Melton moved to approve the National Nutrition Month Proclamation, seconded by Commissioner Hargett, and the motion carried unanimously.

E. Polk County 2026 Senior Games - Julie Tremblay, Senior Center Activities Coordinator. (This item was requested by Commissioner Hargett).

Ms. Tremblay informed the Board that the Polk County Senior Games and SilverArts will take place from March through April. She encouraged eligible individuals to register to participate and invited those who do not wish to compete to consider volunteering during the events.

F. 2025 Sheriff's Department Annual Report - Sheriff Tim Wright.

Sheriff Wright gave a presentation, a copy of which is hereby incorporated by reference into these minutes.

G. St. Luke's Hospital Community Facilities Grant Agreement - Attorney Berg.

Attorney Berg informed the Board of a Community Facilities Grant which was awarded to St. Luke's Hospital through the U.S. Department of Agriculture in the amount of approximately $2.8 million to support facility improvements. Attorney Berg said that, because the County owns the land on which the hospital is located, the County is required to sign the grant documents as a co-signer. She explained that the County has obtained a guaranty from St. Luke's legal counsel that would relieve the County of any financial liability if the hospital were to ever default on the terms of the grant.

Commissioner Melton moved to approve the Facilities Grant Agreement and to grant Manager Pittman signatory authority, seconded by Vice-Chairman Moore, and the motion carried unanimously.

9. Citizen Comments on Non-Agenda Items.

There was one citizen comment.

10. Volunteer Board Applications

A. Agricultural Advisory Board - There are three vacancies and one applicant; Sam Arledge.

Vice-Chairman Moore moved to appoint Sam Arledge to the Agricultural Advisory Board, seconded by Commissioner Melton, and the motion carried unanimously.

B. Juvenile Crime Prevention Council (JCPC) - There are two vacancies and two applicants; Monica Starr, and Kimberly McDonald.

Commissioner Hargett moved to appoint Monica Starr, and Kimberly McDonald to the Juvenile Crime Prevention Council, seconded by Vice-Chairman Moore, and the motion carried unanimously.

C. Library Board of Trustees - There are four vacancies and two applicants; Linda Greensfelder, and Mary Ratcliffe,

Vice-Chairman Moore moved to appoint Linda Greensfelder and Mary Ratcliffe to the Library Board of Trustees, seconded by Commissioner Melton, and the motion carried unanimously.

11. Commissioner Comments.

The Commissioners thanked everyone who attended the meeting.

12. Closed Session

A. Motion to go into Closed Session for the purpose of Attorney-Client Privilege, and Personnel.

Vice-Chairman Moore moved to go into Closed Session for the purpose of Attorney-Client Privilege, and Personnel, seconded by Commissioner Melton, and the motion carried unanimously.

B. Motion to return to open session.

Commissioner Hargett moved to return to open session, seconded by Commissioner Melton, and the motion carried unanimously.

13. Adjournment

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

Attest:

POLK COUNTY BOARD OF COMMISSIONERS

Kennedy Freeman
Clerk to the Board

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.B

Schedule a Public Hearing for proposed new road names to be considered on Monday, April 20, 2026 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 16, 2026

AGENDA ITEM # 6.C

Declare six Sheriff vehicles surplus to be sold electronically via GovDeals auction. Asset details attached.

ATTACHMENTS

1. Sheriff Surplus Spring 2026

Sheriff Surplus Vehicles for March 16, 2026 BOC Meeting

Titles Located and Given to Kennedy on 3/5/26

Division	Make	Model	Year	VIN
Sheriff's Office	Dodge	Charger	2016	2C3CDXAT2GH356639
Sheriff's Office	Dodge	Charger	2019	2C3CDXKT4KH693269
Sheriff's Office	Ford	Interceptor	2021	1FM5K8AC9MNA02616
Sheriff's Office	Dodge	Charger	2016	2C3CDXAT7GH307646
Sheriff's Office	Dodge	Charger	2018	2C3CDXAT5JH212431
Sheriff's Office	Dodge	Charger	2018	2C3CDXKT7JH316434

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.D

Declare computers and miscellaneous equipment from IT department as surplus to be sold electronically via GovDeals auction. Asset details attached.

ATTACHMENTS

1. ITSurplus2026

Asset Name		Asset Tag	Serial #	Device Type	
DSS-AMILLER		1421	13315174953	Surface Pro 7	Tablet
DSS-MSNYDER		1427	69271301553	Surface Pro 7	
MOBILECAD1					
DSS-KATHYPOOL		1424	42098501453	Surface Pro 7	Tablet
PCEM Barledg SP		1419	47679271153	Surface Pro	Tablet
DSS-162DHINES		1429	73157502453	Surface Pro 7	Tablet
JURY-PC	1518	PF2K91QL	TP E15	Laptop	Laptop
HEALTH-CMHRP		7705	PF3DVV38	TP E15 G2	Laptop
PCPL-ALAN		7691	MJ0EJLE6	TP E15 G2	Laptop
PCSO-TCASELPTP	7900	MJ0GDEF6	TP E15 G2	Laptop	Laptop
PCSO-Patrol33		1397	RL603S1449	S410 G3	Laptop
PCSO-PFOUSEK1389RJ503S0137S410 G1LaptopAr					
PCSO-SRO03		1387	RJ503S0135	S410 G1	Laptop
	PCSO-SRO07		1388	RJ503S0136	Laptop
PCSO-JLUCHAK		1394	RJ403S1272	S410 G2	Laptop
PCSO-SRO02		1395	RL603S0753	S410 G3	Laptop
PCSO-Patrol05 (Power surge in patrol car)		1401	RM803S0518	S410 G4	Laptop
Library		4978	DNMK9Z2	OptiPlex 5070	Desktop
JCPC-ADMIN47985CD9237XWWHP LAPTOPLaptop					
DSS-129DFOSTER		7703	PF3AZ7TT	TP E15 G2	Laptop
	PCSO-TrainingRm	7616	MJ0GDESR	TP E15 G2	Laptop
DSS-107VHAMIL		7619	MJ0GDERL	TP E15 G2	Laptop
FINANCE-LAPTOP		7611	MJ0GDESQ	TP E15 G2	Laptop
BOARD-MEETINGS		1011	PF1X5L2A	TP E15	Laptop
DSS-125JALEJO		7618	MJ0GDERV	TP E15 G2	Laptop
PCSO-Training		7613	MJ0GDERS	TP E15 G2	Laptop
DSS-117PEDWARD		7620	MJ0GDERF	TP E15 G2	Laptop
DSS-123MALLEN		7625	MJ0GDES1	TP E15 G2	Laptop
PCSO-TRAMSEY	1685	MJ0GDEHH	TP E15 G2	Laptop	Laptop
PCSO-Patrol147447RM803S0520S410 G4LaptopArchived					
PCSO-Patrol16		7446	RM803S0519	S410 G4	Laptop
PCSO-SRO05		1641	RL803S0780	S410 G3	Laptop
DSS-114BWARRIN	7758	PF38CGL1	TP E15 G2	Laptop	Laptop
DSS-KGRIFFIN7624MJ0GDESHTP E15 G2Laptop					
DSS-RM147HCOLE		7759	PF38RFRH	TP E15 G2	Laptop
DSS-LFLYNNLPTP7756PF38BPSQTP E15 G2LaptopArchived					
DSS-RM118CPEARS		7757	PF38BS1V	TP E15 G2	Laptop
DSS-Rm148NFRENC7760MP22TLR4TB 15 G2LaptopOut Of Service					
PLANNING-CHELSE		7622	MJ0GDERB	TP E15 G2	Laptop
PCPLC-CLASS04		7565	PF3JJW7E	TP E15 G2	Laptop
PCPLC-CLASS05		7567	PF3JKA1N	TP E15 G2	Laptop
PCPLC-STAFFLPT	7568	PF3JKXK6	TP E15 G2	Laptop	Laptop
PCPL-MCALLEN		7692	MJ0EJLFD	TP E15 G2	Laptop
	PCPLC-CLASS02		7566	PF3JKA05	Laptop
PCPLC-CLASS03		7569	PF3JQL87	TP E15 G2	Laptop
TOURISM-MMASSEY		15896	PF2A3EKH	TP P53	Laptop
DSS-TRAINING		1484	PF1MPDQ4	TP T490s	Laptop
Landfill-TakeHm		1481	MJ0A94A3	TP T490s	Laptop
PCSO-CHAPLIN		1476	MJ0GDERT	TP E15 G2	Laptop
PCPL-AMELIALPT1469PF2PTJVZTP E15LaptopArchived					
AGCENTER-TAKEHO		1478	MJ0A8E4L	TP T490s	Laptop
HR-Laptop		1485	PF1MPDTL	TP T490s	Laptop
PCHD-JTATE1466PF2BBMHZTP E14LaptopArchived					
CHD-DENA		1465	PF2B9A8R	TP E14	Laptop
PCHD-DMARTIN		1467	PF2BDZDN	TP E14	Laptop
VET-GCASHION		7614	MJ0GDERD	TP E15 G2	Laptop
PCPL-WHARTWELL		7932	MJ0GYA30	TP E15 G2	Laptop
PCPLC-ALLIE		7693	MJ0EJLFR	TP E15 G2	Laptop
	PCPLC-CLASS01		7564	PF3JHFS7	Laptop
TAX-Staff		1721	PF1MPN5N	TP T490s	Laptop
PCTA-RBEAUMONT		1699	MJ0EMF88	TP E15	Laptop
ENV-LWHALEY		7612	MJ0GDERR	TP E15 G2	Laptop
EMERGMGT-ASST		7617	MJ0GDES6	TP E15 G2	Laptop

	1297	5CG5376QNK	Probook 640 G1	Laptop	Laptop
LFLYNN-DSSTINY		1067	MJ09NE7B	TC M710q	Desktop
PCPLC-CAT03		7536	MJ0GKFXX	TC M90q	Desktop
PCSO-NARC2		7501	MJ0BL4TV	TC M720q	Desktop
	PCSO-INVEST02	1632	MJ07SWBD	TC M710q	Desktop
EMSSTAFF-2		7747	MJ0BNF81	TC M720q	Desktop
BOARD-CLERK		7410	MJ0BL8K5	TC M720q	Desktop
PCPLC-KID02		7552	MJ0GKG29	TC M90q	Desktop
TOURISM-DHESTER		7753	MJ0BNF5A	TC M720q	Desktop
	ENVIRONMENTAL-H		7750	MJ0BB185	Desktop
PCMP-DCARSON		1564	MJ098DEH	TC M720q	Desktop
PCPLS-TERM02 (Water Damage)		1454	MJ0GKFZB	TC M90q	Desktop
2021		1543	MJ072CHX	TC M710q	Desktop
PCSO-Patrol20 (Water Damage)		1452	MJ0GEDVT	TC M90q	Desktop
BOE-DSWEANEY		10101	MJ0ATSWK	TC M720q	Desktop
DSS-RGREEN120		1445	MJ09NE83	TC M710q	Desktop
PCSO-NARC03		1439	MJ09NE7R	TC M710q	Desktop
DSS-CNUNEZ		1441	MJ09NE7V	TC M710q	Desktop
EMSSTAFF-3		1103	MJ0BN73A	TC M720q	Desktop
EMSSTAFF-1		7746	MJ0BNEZ3	TC M720q	Desktop
PCMP-KITCHEN		1568	MJ098DEY	TC M720q	Desktop
PCMP-FRONTDESK		1569	MJ098GAJ	TC M720q	Desktop
EMERGMGT-BARLED		1527	MJ0BNF0M	TC M720q	Desktop
PCPLC-TERM04		7559	MJ0GKG5S	TC M90q	Desktop
TAX-LPARNELL		7418	MJ0BNJC6	TC M720q	Desktop
EMS-MILLSPRING	1102	MJ0BL8H5	TC M720q	Desktop	Desktop
PCTA-Driver	8023	MJ0JT63J	TC M80q	Desktop	Desktop
COURTROOM		0Courtroom	MJ0BGNXG	TC M720q	Desktop
	FINANCE-TBRECKM		1509	MJ0BNF50	Desktop
EMS-BGIBBS		1094	MJ0A0SNN	TC M720q	Desktop
TAX-WINDOW1		1716	MJ0AZ4HR	TC M720q	Desktop
TAX-WINDOW2		7420	MJ0BL43A	TC M720q	Desktop
AGCTR-DAWN7749MJ0BNEZ6TC M720qDesktopDue But Supported Ag Center					
PCPLC-TERM08		7558	MJ0GKG5R	TC M90q	Desktop
AGCTR-ASSISTANT		1234	MJ0B171T	TC M720q	Desktop
	PCPLC-CAT01		7553	MJ0GKG2N	Desktop
	PCPLC-CYBHOST		1453	MJ0GKFYL	Desktop
TAX-WINDOW3		7421	MJ0BNEZF	TC M720q	Desktop
PCTA-BCRSIP	7604	MJ0GEE14	TC M90q	Desktop	Desktop
AHIGH-TINY		121	MJ0BL3NS	TC M720q	Desktop
HP Laserjet P4015n	5008		CNDYC45642		Printer
EMS-BILLING		1101	MJ0BEH7X	TC M720e	Desktop
PCPLS-TERM01 (Water Damage)		1456	MJ0GKG4D	TC M90q	Desktop
PCPLS-TERM03 (Water Damage)		1455	MJ0GKG09	TC M90q	Desktop
PCSO-SPARE1		1440	MJ09NE7T	TC M710q	Desktop
DSS-DFOSTER		1435	MJ09NE7G	TC M710q	Desktop
DSS-110GMUNOZ		1444	MJ09NE7Y	TC M710q	Desktop
PCIT-SPARE2		1432	MJ07SX4U	TC M710q	Desktop
PCIT-SPARE1		1434	MJ09NE7F	TC M710q	Desktop
PCSO-SPARE3		1446	MJ09NE84	TC M710q	Desktop
DSS-107KMCMINN		1443	MJ09NE7X	TC M710q	Desktop
LANDFILL-TCOCHR		1137	MJ0BNF56	TC M720q	Desktop
DSS-BDIAL1438MJ09NE7QTC M710qDesktopArchived LotSale					
DSS-AAMILLER116		1433	MJ09NE79	TC M710q	Desktop
LANDFILL-SCALES (Enviro Damage)		1451	MJ0B16ZR	TC M720q	Desktop
		4128	2UA52429BH	ProDesk 400 G1 SFF	Desktop
	5003	MXL3392CS1	8300 SFF	Desktop	Desktop
	DSS-HVAC		1086	2UA52429CT	Desktop
	1292	2CE1091J70	Probook 4525s	Laptop	Laptop
	1405	5B134620Q	Satellite C655-S5208	Laptop	Laptop
DSS-HALFORD		1289	5CD0332ZWG	ProBook 450 G7	Laptop
	PCJ		1277	5CD9172944	Laptop
PCPL-JENLPT		1471	PF2PV44Q	TP E15	Laptop

PCPL-MARCIELPT		1470	PF2PV19F	TP E15	Laptop
PCBI-PRIMER		1474	MJ0EJLCB	TP E15 G2	Laptop
DSS-KELSEYREEDYSP		1430	73256502453	Surface Pro 7	Tablet
DETENT-BOOKING2	7739	MJ0BB19Q	TC M720q	Desktop	Laptop
	DETENT-BOOKING0	7738	MJ0APGLY	TC M720q	Desktop
	PCSO-LtMerz	7723	MJ05FP28	TC M710q	Desktop
	DETENT-TINGLE		505050	MJ09NE7A	Desktop
PCSO-INTERN		1667	MJ09NE7C	TC M710q	Desktop
	PCSO-INVEST01	1636	MJ07SX43	TC M710q	Desktop
DETENT-CAPT		7740	MJ0BL4B4	TC M720q	Desktop
	HR-TOAKMAN		7415	MJ0BNF5M	Desktop
Microfilm Reader			Marcie sent info to Sonya		
PCBI - Bconnor13342UA7351Y3XProDesk 400 G4 SFFDesktop					
ROD-PUBLIC1		1330	MXL82923CP	ProDesk 400 G3 SFF	Desktop
TOURISM-CONFERE		1318	2UA6421RFV	ProDesk 400 G3 SFF	Desktop
Maintenance		1153	2UA15216LY	6200 Pro	Desktop
DSS-MIDDLESCHOOL		1253	CPBM1R1	OpytiPlex 790	Desktop
	1247	5Y3CDK1	OptiPlex 760	Desktop	
	1256	4CE0280G36	Pavilion P6510	Desktop	
BRANDON-SURFACE		1701	11559710153	Surface Pro	Tablet
2021	1544	MJ0CPBBB	TC M90n	Desktop	Desktop
GCFD-2		1536	MXL9264CBV	Z2 Workstation G4	Desktop
DSS-RUTHRICH	7940	0F00CQ2230701J	Surface Pro 8	Tablet	Tablet
DSS-AMBERMIL		1042	65237501553	Surface Pro 7	Tablet
MOBILECAD1	1999	5CD7034ZPC	ProBook 450 G3	Laptop	
ANGE-SURFACE	5198	27876591053	Surface Pro 6	Tablet	
HEALTH-MVESTAL	1126	0F00C5X222601J	Surface Pro 8	Tablet	
DSS-MBROGDEN	1074	72398602453	Surface Pro 7	Tablet	
POS3	4037	MXL5100R5J	ProDesk 400 G1 SFF	Desktop	
POLK TS01	1101404	5DM9JH2	OptiPlex 3040 SFF	Desktop	
ITREMOTEDESK	4034	MXL4512F4F	EliteDesk 800 G1 TWR	Dekstop	
School Camera	3722	2UA24310WQ	Z210 SFF	Desktop	
EMS-TRITECH	4642	2UA8071WYN	ProDesk 400 G4 SFF	Desktop	
4872	J2R9KB2	Dell	Poweredge R730	Server	
4871	J2RCKB2	Dell	Poweredge R730	Server	
4870	9QDGS52	Dell	Poweredge R730	Server	
	C2190FC28ME0043	SuperMicro	219-9	Server	
	C2190FC47ME0005	SuperMicro	219-9	Server	
	C2190FC47ME0008	SuperMicro	219-9	Server	
	C2190FC28ME0033	SuperMicro	219-9	Server	
	C813MLH39NF0002	SuperMicro	813m-3	Server	
	C813MLH42NF0173	SuperMicro	813m-3	Server	

IT - Surplus - GovDeals March 16, 2026 BOC

Asset Tag	Serial #	Device Type		
5595	YCG80047 / F171902	Canon	ImageClass MF236N	Printer
1235	CNCY124141	HP	LaserJet 1200 Series	Printer
5008	CNDYC45642	HP	LaserJer P4015n	Printer
	KKNA35471	Canon	Pixma MX492	Printer
	U63532E4N252265	Brother	HL-2257DW	Printer
4630		Fujitsu	fi-7260	Scanner
	72YC7X1	Dell	2155cn	Printer
		Dell	2335dn	Printer
	CNCB727366	HP	LaserJet 1300	Printer
	CNBCD01053	HP	LaserJet 2300	Printer
	VNN3T08970	HP	LaserJet M234sdw	Printer
3993	3S365Y1	Dell	B2375dfw	Printer
	CNDG211320	HP	LaserJet Pro 400 m451nw	Printer
	VNB3M98845	HP	Color LaserJet Pro M452dn	Printer
	CN13TG12HY	HP	PhotoSmart D110	Printer
4230	U63086D5N136040	Brother	DCP8155DN	Printer
	CN94F890NM	HP	DeskJet 2326	Printer
	CN7BDW0TC	HP	OfficeJet 5610xi AIO	Printer
1061/1943	32771437	Magnavox	CCR136AT02	TV
	952700010GHYMQXL	Reolink	RLN8-410	NVR
	549560560	HIKVISION	DS-7608NI-E2/8P-2T	NVR
	47546B5400094	Netgear	ProSafe GS510TP	Switch
	10004610	Telex	NEO-10	Switch
	1397	OSD Chain	KFC181S (8pt)	KVM
	1305	OSD Chain	KFC181S (8pt)	KVM
	AB/2TGG95M04A140	3Com	3CBLSG48	Switch
		Eventide	NexLog 740	???

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.E

Appoint Chairman Yoder to the Regional Water Commission.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.F

Vaya Health Quarterly Financial Report for the period ending December 31, 2025.

ATTACHMENTS

1. Vaya_Health_December_2025_Commissioner_Letter_and_Financials

Vaya Health
200 Ridgefield Court, Suite 218
Asheville, NC 28806
Business Calls: 1-800-893-6246
vayahealth.com

February 24, 2026

RE: Vaya Health Quarterly Report to the Counties for Period Ending December 31, 2025

Dear County Representatives:

Enclosed, you will find the financial update for Vaya Health for the most recent quarter ending December 31, 2025. Please note that the prior-year figures reported for June 30, 2025, reflect final audited figures.

The past quarter remained challenging due to ongoing uncertainty created by the statewide Medicaid funding issue. As a reminder, DHHS initiated provider rate reductions that went into effect on October 1, 2025. However, on December 10, 2025, North Carolina Governor Josh Stein reversed his administration's October 2025 Medicaid reimbursement rate cuts for hospitals, nursing homes, and doctors following intense legal pressure and successful lawsuits from providers. The cuts were meant to address a $318 million Medicaid budget shortfall. Counties should be aware that restoring the fee schedules and payments to providers is a much more significant lift than the original action of reducing payments. NCDHHS has given all Plans until March 21, 2026, to update their systems and compensate providers for the original cuts. Vaya is currently reprocessing affected claims with a targeted completion date on or before the communicated date, and Vaya will not require providers to take any action for claims to be reprocessed.

With the passing of the midway point of the current fiscal year, below is a summary of our Key Financial Performance Indicators as of December 31, 2025.

Vaya Health
Financial KPI's for FY 25-26
As of December 31, 2025

	Date Reported	Traffic Light	YTD Actual	YTD Target
Financial Measure				
Total Results from Operations	December 2025		$4.7M	$4.6M
Tailored Plan - Risk Corridor	December 2025		89.45%	86.3% - 92.3%
Medicaid Direct - Risk Corridor	December 2025		86.36%	87.8% - 93.8%
Defensive Interval	December 2025		54	> 30 Days
Current Ratio	December 2025		2.8	> 1.0
Capital Reserves	December 2025		10.30%	> 12.5%

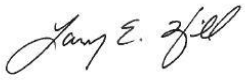
As mentioned in the previous report, a new set of solvency standards is also in effect, and Vaya is compliant with each of those metrics per the latest NCDHHS report ending September 30, 2025. An overview of the report, along with the definitions for each solvency measure, can be found here:

https://medicaid.ncdhhs.gov/lme-mco-solvency-dashboard-october-2025-update/open

Also of note, Vaya's continued investment in the wake of Hurricane Helene has now reached $19.1 million in direct support and service allocations, with even more investments and allocations to be deployed.

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

Sincerely,



Larry E. Hill
Executive VP and CFO, Vaya Health

Fiscal Monitoring Report

LME / MCO NAME: VAYA HEALTH **FOR THE PERIOD ENDING:** December 31, 2025

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) ========> 6

1. REPORT OF BUDGET VS. ACTUAL	(1) PRIOR YEAR 2024-2025 BUDGET	(2) PRIOR YEAR 2024-2025 ACTUAL	(3) CURRENT YEAR 2025-2026 BUDGET	(4) CURRENT YEAR 2025-2026 ACTUAL YR-TO-DATE	(5) BALANCE (Col. 3-4)	(6) ANNUALIZED PERCENTAGE
REVENUE						
Interest Earned	6,585,000	7,104,660	7,800,000	4,249,119	3,550,881	108.95%
IGT Income	-	-	-	-	-	-
Appropriation of Fund Balance	-	-	-	-	-	-
Other Local	6,283,444	6,794,557	7,430,239	3,529,066	3,901,174	94.99%
Total Local Funds	12,868,444	13,899,217	15,230,239	7,778,184	7,452,055	102.14%
County Appropriations (by County, includes ABC Funds):						
Alamance County	1,031,000	1,031,000	1,031,000	515,500	515,500	100.00%
Alexander County	50,000	50,000	50,000	25,000	25,000	100.00%
Alleghany County	20,000	20,000	20,000	10,000	10,000	100.00%
Ashe County	189,566	189,566	189,566	94,783	94,783	100.00%
Avery County	89,600	89,600	89,600	44,800	44,800	100.00%
Buncombe County	600,000	600,000	600,000	300,000	300,000	100.00%
Caswell County	-	97,197	-	51,099	(51,099)	-
Caldwell County	121,138	127,402	121,138	64,370	56,768	106.28%
Chatham County	415,450	446,346	415,450	194,037	221,413	93.41%
Cherokee County	75,000	75,000	75,000	37,500	37,500	100.00%
Clay County	15,000	15,000	15,000	7,500	7,500	100.00%
Franklin County	129,700	129,700	129,700	66,190	63,510	102.07%
Graham County	6,000	6,000	6,000	3,000	3,000	100.00%
Granville County	119,846	120,446	119,846	58,577	61,269	97.75%
Haywood County	112,000	106,389	112,000	54,761	57,239	97.79%
Henderson County	528,612	528,612	528,612	264,306	264,306	100.00%
Jackson County	123,081	123,081	123,081	61,541	61,541	100.00%
Macon County	106,623	106,623	106,623	53,312	53,312	100.00%
Madison County	30,000	30,000	30,000	15,000	15,000	100.00%
McDowell County	67,856	67,856	67,856	33,928	33,928	100.00%
Mitchell County	18,000	18,000	18,000	9,000	9,000	100.00%
Person County	360,273	360,046	360,273	177,906	182,368	98.76%
Polk County	79,491	81,336	79,491	40,101	39,390	100.89%
Rockingham County	311,800	311,800	311,800	155,900	155,900	100.00%
Rowan County	492,000	492,000	492,000	246,000	246,000	100.00%
Stokes County	4,500	4,492	4,500	4,659	(159)	207.07%
Swain County	30,000	25,855	30,000	13,250	16,750	88.34%
Transylvania County	99,261	99,261	99,261	49,631	49,631	100.00%
Vance County	173,099	154,128	173,099	80,399	92,700	92.89%
Watauga County	171,194	171,794	171,194	85,597	85,597	100.00%
Wilkes County	237,612	235,021	237,612	117,723	119,889	99.09%
Yancey County	26,000	26,000	26,000	13,000	13,000	100.00%
Total County Funds	5,833,702	5,939,550	5,833,702	2,948,368	2,885,334	101.08%
DMH/DD/SAS State and Federal Funding	209,701,685	166,256,404	124,941,820	53,805,277	71,136,542	86.13%
Medicaid Funding	1,530,487,823	1,540,708,794	1,654,459,234	993,180,946	661,278,288	120.06%
All Other State/Federal Funds	6,285,000	6,427,976	6,706,750	3,709,981	2,996,769	110.63%
Total State, Federal and Medicaid Funds	1,746,474,509	1,713,393,173	1,786,107,804	1,050,696,204	735,411,600	102.66%
TOTAL REVENUE	1,765,176,654	1,733,231,941	1,807,171,745	1,061,422,757	745,748,988	117.47%
EXPENDITURES:						
Administration	226,863,269	202,222,386	244,023,451	104,757,867	139,265,584	85.86%
LME Provided Services (Service Support)	4,576,288	4,095,451	5,578,113	2,476,701	3,101,412	88.80%
Provider Payments (State Funds)	127,512,530	117,744,531	91,143,021	39,537,644	51,605,378	86.76%
Provider Payments (Federal Funds)	75,697,300	49,922,142	25,529,466	12,280,447	13,249,019	96.21%
Provider Payments (County Funds)	6,247,282	5,170,984	5,833,702	1,567,190	4,266,512	53.73%
Provider Payments (Medicaid)	1,323,272,509	1,351,539,183	1,433,823,128	895,643,609	538,179,519	124.93%
Permanent Supported Housing and Back at Home Payments	1,007,476	967,232	1,240,864	505,993	734,871	81.55%
TOTAL EXPENDITURES	1,765,176,654	1,731,661,909	1,807,171,745	1,056,769,451	750,402,294	116.95%
Net Income or (Loss) (from Operations and Risk Reserve)		1,570,032		4,653,306		
Less Risk Reserve Revenue		-		-		
NET INCOME OR (LOSS) FROM OPERATIONS		1,570,032		4,653,306		
2. FUND BALANCE						
Restricted FB for Risk Reserve		-		-		
Restricted FB-State Statute, Ppds & Investment in Fixed Assets, In Lieu of Risk Corridor		111,019,430		92,406,617		
Unrestricted FB (including Board Commitments)		65,850,559		89,116,678		
TOTAL FUND BALANCE		176,869,989		181,523,295		
3. CURRENT CASH POSITION						
Current Cash and Investments				256,959,250		
4. ESTIMATED SERVICES INCURRED BUT NOT REPORTED/PAID (IBNR)				79,363,000		

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 6.G

Tax Refund Requests in the amount of $1,922.77.

ATTACHMENTS

1. Feb_refunds (1)

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date:

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Tryon Builders LLC	vehicle	$ 289.54	tag surrender
Thomas Szvetecs	P32-36	$ 823.25	over payment
William Price	PP	$ 809.98	over payment

TOTAL: **$ 1,922.77**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.B.I

2025 Uncollected (Delinquent) Tax Report.

ATTACHMENTS

1. Unpaid 2025 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 2025

As per NCGS 105-369
Report for the Polk County Board fo Comissioners of total unpaid taxes for 2025 as of February 28, 2026

Uncollected amount $1,576,115.83
Unaudited end of February collection rate is 92.38%

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

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.B.II

Misapplied Property Tax Payments Policy

ATTACHMENTS

1. Policy on moving misapplied property tax payments

Policy on moving misapplied property tax payments

Purpose

The purpose of this policy is to establish consistent guidelines for the correction of misapplied property tax payments while ensuring compliance with the North Carolina General Statutes and protecting the interests of the county, taxpayers, and third parties who may rely on the tax records.

Legal Authority

North Carolina General Statutes 105-380 and 105-381 authorize the release or refund of property taxes only in limited circumstances, such as illegal taxes or taxes levied due to clerical errors made by the tax office. Errors made by taxpayers or their agents generally do not justify the release or refund of taxes under these statutes.

Moving a payment from one property to another may constitute a release of taxes on the property to which the payment was originally applied. Therefore, the safest and most legally compliant practice is not to move payments when the error was made by the taxpayer or their agent.

However, in limited situations and when no harm to the county or third party would result, the Tax Office may consider correcting taxpayer errors by transferring payments between properties in accordance with the guidelines below.

General Policy

The Tax Office will not routinely move property tax payments that were applied according to the instructions provided by the taxpayers or their agent. Requests to move payments will be reviewed on a case-by-case basis and may only be approved when conditions outlined in this policy are met.

Situations where payments may be moved

A tax payment may be moved from one property to another only when all of the following conditions are met:

1. The payment was applied to the incorrect property due to an error made by the taxpayer or mortgage agent
2. The request to correct the payment is made no later than December 1 of the year payment was applied.
3. Neither property involved in the requested transfer has changed ownership since the payment was applied.
4. The taxes for the applicable tax year have not become delinquent.
5. No statement of taxes due has been issued for either property under NCGS 105-361

If all of these conditions are met, the Tax Office may move the payment as an administrative correction.

All other situations, the payment will not be moved.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.B.III

Release of Interest Accrued From Misapplied Payment.

ATTACHMENTS

1. release interest_tax

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 3/1/2026

Re: Interest release

---

request release of interest accrued from misapplied payment from mortgage company
Interest accrued is illegal tax 105-381 1 (b)

estimate to release is $ 140.30

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.C

Approval of YMCA Architect, LS3P Associates, Budget Amendment, Project Budget Ordinance, and Contract - Manager Pittman

ATTACHMENTS

1. YMCA BA and Amended Project for BOC
2. B133-2019_Polk County_03-10-2026

BUDGET AMENDMENT
DATE: 3/16/2026
Dept.: **Debt Service/Transfers**

BATCH #: _____
(For accounting only)

Amendment # : _____

INCREASE BUDGETED EXPENDITURE			DECREASE BUDGETED EXPENDITURE		
GL ACCOUNT #	Description	Amount	GL ACCOUNT #	Description	Amount
10-9800-9841-0	Cap Proj Fund Tran	$ 863,135	10-9100-7177-0	YMCA - Principal	$ (455,000)
			10-9100-7177-1	YMCA - Interest	(408,135)
41-3980-0000	Transfer IN - GF	863,135	41-3330-0800	GF Appropriation	(863,135)
		$ 1,726,270			$(1,726,270)

EXPLANATION To move budgeted FY26 YMCA Debt Service payment to the 41 Fund YMCA Project to cover professional fees and site preparation

Any transfer that exceeds $20,000 within a Department must be approved by the Board

Department Manager

COUNTY MANAGER

COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
YMCA - Polk Campus

BUDGET EXPENDITURES

		Original Budget	7/19/2021	5/15/2023	Amended 10/7/2024	Amended 11/17/2025	Amended 3/16/2026
Contracted Services	41-6120-4400-0	$ 110,000	$ 187,023	$ 203,927	$ 203,927	$ 218,927	
Plans & Consulting	41-6120-0193-5				$ 50,000	$ 60,000	
Professional Fees	41-6120-0580-2					$ 838,135	
Total Expenditures		$ 110,000	$ 187,023	$ 203,927	$ 253,927	$ 1,117,062	

REVENUES

YMCA Donations	41-3438-0100				$ 50,000	$ 50,000
General Fund Appropriation	41-3330-0800	110,000	110,000	110,000	110,000	$ 973,135
Capital Reserve Transfer In	41-3981-9822		77,023	77,023	77,023	$ 77,023
PCCF Grant-Feasibility Study	41-3839-8905			16,904	16,904	$ 16,904
Total Revenues		$ 110,000	$ 187,023	$ 203,927	$ 253,927	$ 1,117,062

To establish Project Ordinance for a YMCA Polk County Recreation Facility

5/15/23 - Capital Reserve remaining funds previously set aside for E & D
10/7/24 - Increase project for a grant received from the Polk County Community Foundation in FY24
11/17/25 - Increase project for CMAR preconstruction planning
3/16/26 - Increase project using unspent FY26 YMCA Debt service payment for Professional Service Fees and Preliminary Site Work

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: YMCA

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-Third day of January in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Polk County, NC
PO Box 308
Columbus, NC 28722

and the Architect:
(Name, legal status, address, and other information)

LS3P ASSOCIATES LTD.
14 O'Henry Avenue
Suite 210
Asheville, NC 28801

for the following Project:
(Name, location, and detailed description)

Polk County Community Recreation Center
Polk County, NC
LS3P Project No.: 0600-250782

The Construction Manager (if known):
(Name, legal status, address, and other information)

JM Cope, Inc.
PO Box 4047
Rock Hill, SC 29732

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (69b080e7fc5b9c8198da1186)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution" or "to be determined by mutual agreement")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

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.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[ ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4. The Owner's Representative is the only person authorized to act on behalf of the Owner and to make changes to the scope of work and Services under this Agreement. Any change to the Owner's Representative shall be made in writing and sent to the Architect.:
(List name, address, and other contact information.)

.1 Name:
.2 Address:
.3 Tel:
.4 Email:

§ 1.1.8.1 The Owner identifies the following financial representatives:

Owner's Finance Director

.1 Name:
.2 Address:
.3 Tel:
.4 Email:

Owner's Accounts Payable Contact

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User Notes: (69b080e7fc5b9c8198da1186)

.1 Name:
.2 Address:
.3 Tel:
.4 Email:

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4. Any changes to the Architect's Representative shall be made in writing and sent to the Owner.:
(List name, address, and other contact information.)

.1 Name: Martha V. Carnevale, AIA, LEED BD+C
.2 Address: LS3P ASSOCIATES LTD., 14 O'Henry Avenue, Suite 210, Asheville, NC 28801
.3 Tel: 828-254-1963
.4 Email: maggiecarnevale@ls3p.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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KLOESEL Engineering, P.A.
8 Magnolia Avenue
Suite 100
Asheville, NC 28801

.2 Mechanical, Electrical, Plumbing, and Fire Protection Engineer:

Optima Engineering, P.A.
1927 S. Tryon Street
Suite 300
Charlotte, NC 28203

.3 Civil Engineer:

Withers & Ravenel, Inc.

115 MacKenan Drive
Cary, NC 27511

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) for each occurrence / personal & advertising injury, TWO MILLION and NO/100 DOLLARS ($ 2,000,000.00) general aggregate / products – completed operations aggregate, and TEN THOUSAND and NO/100 DOLLARS ($10,000.00) medical expenses.

§ 2.6.2 Automobile Liability covering hired and non-owned vehicles used, by the Architect with policy limits of not less than ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) bodily injury by accident each accident, ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) bodily injury by disease each employee, and ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) bodily injury by disease policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) per claim and ONE MILLION and NO/100 DOLLARS ($ 1,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and Exhibit A (if any) and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner agrees that the Architect is not in control of the various authorities having jurisdiction ("AHJs") over the Project or their respective review and approval schedules. The Architect will assist the Owner and the Contractor in applying for the necessary approvals by the AHJs but ultimate responsibility for obtaining such approvals remains with the Owner.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of a directive or substitution accepted contrary to the Architect's recommendation.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 The Architect will use Newforma Project Center as its project information management software platform. Any change from or addition to that platform shall be for the benefit of the Owner and Contractor and will constitute an Additional Service to be billed as a separate task to the Owner.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction

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Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall discuss with the Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the

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Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below (Sections 3.6.1 – 3.6.6, Basic Construction Phase Services) and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment or sixty (60) days following the original date of Substantial Completion, whichever occurs first.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, schedules, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities

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performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction (for this Project that interval shall be two (2) visits per month), or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed at the time of the visits, and to determine, in general, if the Work observed during that visit is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, schedules, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list

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submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.7 Enhanced Construction Phase Services

§ 3.6.7.1 The Owner agrees that Work will progress during the period between the Architect's site visits that can and will be concealed from view during subsequent site visits, resulting in Work that the Architect is unable to observe. If the Owner desires to reduce the amount of concealed Work that the Architect is unable to observe, the Architect shall provide Enhanced Construction Phase Services as Additional Services as indicated by the Owner:

___ **.1** Visit the site one (1) time per week;
___ **.2** Visit the site two (2) times per week;
___ **.3** Visit the site every "work day" as outlined in the Contractor's construction schedule; or
___ **.4** Provide "full time" site representation for the duration of the construction.

§ 3.6.7.2 The Owner agrees that the Architect explained the benefits of Enhanced Construction Phase Services to the Owner. If the Owner voluntarily elected not to engage the Architect to perform such services, then the Owner agrees that without Enhanced Construction Phase Services the Project may experience scheduling, budget, and/or coordination problems which will be more difficult and more costly to remedy than prevent.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2	Programming	Not Provided
§ 4.1.1.3	Multiple Preliminary Designs	Not Provided
§ 4.1.1.4	Measured drawings	Not Provided
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and planning	Not Provided
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect

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§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants – Pool Design	Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A, Architect's Proposal and its exhibits.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A, Architect's Proposal and its exhibits.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Cost escalation alone does not qualify as an additional service. Market escalation, bidding results, or CMAR pricing refinements are not considered a scope increase.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique
system designs, in-depth material research, energy modeling, or LEED® certification;

.4 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.5 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.6 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.7 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.8 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.9 Preparation for, and attendance at, a public presentation, meeting or hearing;

.10 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.11 Evaluation of the qualifications of bidders or persons providing proposals;

.12 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.13 Assistance to the Initial Decision Maker, if other than the Architect;

.14 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.15 Services necessitated by the Owner's delay in engaging the Construction Manager;

.16 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.17 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 twice per month visits to the site by the Architect or its consultants during construction

.3 one (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 one (1) inspection for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the original date of Substantial Completion of the Work listed above or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor and/or Construction Manager, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been performed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Construction Manager and shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. Furthermore, if the Owner elects to utilize the fast track basis, the Owner acknowledges that there is a greater likelihood of errors, omissions, inconsistencies, ambiguities and lack of coordination in design and other work product produced by the Architect and its consultants which could result in additional design and construction costs, the occurrence of which is inherent in the fast track approach and for which neither the Architect nor its consultants may be held legally responsible.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials including those required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall cause the general liability insurance policies issued to the Contractor(s) and its subcontractors providing construction related activities in connection with the Project to list the Architect and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. The Owner shall maintain commercial general liability insurance coverage in the amount of at least $1,000,000 per occurrence and in the aggregate also listing the Architect and its consultants as additional insureds.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation

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or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6. If the Architect is required to make revisions to the Contract Documents at the conclusion of the Construction Documents Phase Services, the Architect shall be entitled to compensation, as an Additional Service for changes to Contract Documents that result from (1) scope changes directed by the Owner that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by Architect, (3) revisions to the Contract Documents

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directed by the Owner that resulted in an increase in the Construction Budget, or (4) matters beyond the reasonable control of Architect.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Upon such termination, the Owner shall refrain from making further reproductions of the Architect's and its consultants' Instruments of Service and shall return to the Architect within seven (7) days of termination all such originals and reproductions in the Owner's possession and/or control subject to Section 9.7 below.

§ 7.3.1 In the event the Owner uses the Instruments of Service (including without limitation any future additions or alterations to the Project) without retaining and maintaining the retention of the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify, defend, and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The Architectural Works and Instruments of Service developed under this Agreement are subject to re-use fees. The re-use of these designs for other projects may be negotiated upon written request from the Owner. Upon receipt of such request, the Architect may prepare a fee proposal for site adaptation and revisions/adjustments including the re-use fees and submit same to the Owner. Should the Architect not be retained to provide site adaptation and revision services, the Owner shall compensate the Architect for such re-use fees negotiated with the Architect and shall execute in favor of the Architect a complete release of liability and indemnity agreement for such proposed re-use.

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§ 7.6 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Such waiver shall survive the fulfillment or termination of this Agreement and shall benefit and/or burden the heirs, assigns, and/or successors of the parties hereto.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of

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competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of North Carolina excluding choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. Choice of law provisions governing this Agreement include the application of statutes of limitation and/or repose. Arbitration (if any) under this Agreement is an action subject to those laws.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, unmodified, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment and the Architect may assign this Agreement pursuant to a merger or asset acquisition.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. The Owner shall allow the Architect to post a sign at the Project site at the Architect's expense containing the Architect's name, logo, and contact information. Such sign shall remain at the site during the design and construction phases of the Project. The Architect shall coordinate the appearance and location of its sign with those of the other Project participants.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information (.1) when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, (.2) to the extent such information is reasonably necessary for the receiving party to defend itself in, assert a claim in, or administrate any dispute, or (.3) to the extent withholding such information would create the risk of significant harm to the public. The receiving party may also disclose such information to its employees, consultants, attorneys, brokers, carriers, or contractors.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

The Architect's fee is a lump sum and is not adjusted based on increases or decreases in the Cost of the Work, with any fee changes limited to County approved significant scope increases only.

Basic Services: $673,125.00

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section

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11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit A, Architect's Proposal and its exhibits.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit A, Architect's Proposal and its exhibits.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen percent (15 %)
Design Development Phase	twenty percent (20 %)
Construction Documents Phase	forty percent (40 %)
Construction Phase	twenty-five percent (25 %)
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit A, Architect's Proposal and its exhibits.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment in an amount equal to zero percent (0%) of the total fee shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Should the Architect's services be terminated prior to full payment to the Architect (not including the above-listed credit), the initial payment shall be retained by the Architect as a non-refundable retainer.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 CHANGES TO THE CONTRACT DOCUMENTS / AS-BUILT DOCUMENTS / RECORD DRAWINGS

§ 12.1.1 All Owner directed changes to the Contract Documents shall be in writing and shall specify the change required. The Architect shall not be responsible for the acts and/or omissions of any person performing any of the Work or for instruction given by the Owner to anyone performing any of the Work. During the construction process the Owner may direct the Architect to accept the Contractor's work that does not conform to construction documents or is below standard. Should this occur, the Owner agrees to release, indemnify and hold the Architect and the Architect's officers, partners, agents, employees, and Consultants harmless from any and all claims, liabilities, losses, and costs, including but not limited reasonable attorney's fees and costs of litigation, arising or allegedly arising from deviations from the Architect's recommendations.

§ 12.1.2 "As-Built" documents consist of modifications (redline changes) to the Contract Documents to reflect as-built conditions. Record Drawings consist of the Contract Documents with all written change orders and modifications made during construction incorporated therein. The Contractor is responsible for tracking, obtaining, delivery, and retention of all written change orders and modifications made during construction for the purpose of creating "As-Built" documents. The Contractor is further responsible for recording as-built information to the Contract Documents throughout the construction of the Project. The Architect will provide .pdf versions of its design drawings to the Owner and the Contractor as a basic service. Record drawings will be provided by the Architect to the Owner in electronic format under a separate agreement for an additional fee. The Contractor will provide to the Architect the information necessary for the Architect to perform such service. The Architect may rely on the accuracy of the as-built information provided by the Owner and/or Contractor in preparing the Record Drawings.

§ 12.2 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by forces beyond that party's reasonable control and occurring without its fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

§ 12.3 VALUE ENGINEERING LIABILITY

The Architect shall not be liable for any damages or costs incurred by the Owner and/or the Contractor as a result of cost reduction, scope reduction, or value engineering efforts on the Project.

§ 12.4 BASIS OF OPINION

Projects requiring observation and reporting of existing structures may have conditions concealed from reasonable view that differ from available documentation or other information. The Architect is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Agreement and any subsequent Representation is a statement of professional opinion based on the information available during the assessment and/or evaluation of the subject property. Such opinion is formed by the judgment of the Architect from the knowledge of available facts and other identified information. This Agreement and any subsequent Representation only reflect the conditions on the day of site observation. The Owner hereby acknowledges that existing conditions can and will change relative to the information contained in this Agreement and/or any Representation.

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§ 12.5 The Owner agrees that no set of plans and specifications is entirely free of errors and omissions and that additive Change Orders which arise out of errors or omissions in the plans and specifications and which result in an increase in the amount of the contract for the construction of the Project are possible. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect (to the extent of the betterment or value added), and shall not be the basis of a claim.

§ 12.6 The Architect's design services are intended solely for the design and construction of the Project as set forth in Exhibit A, Architect's Proposal under the ownership and control of a single owner. If the Project is changed to any other purpose or use whatsoever, including, but not limited to, subdivision of the Project into individual units for sale, the Architect shall have no liability and shall be released from all obligations and responsibility for the Project. Further, in such event, any and all of the Owner's rights, license and/or ownership interest in the construction documents shall be void. The Owner shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to the conversion of this Project to another purpose. The Owner acknowledges the risks inherent in multi-owner projects and that these risks and exposure were not contemplated in the Architect's fee for the Project as originally contemplated. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, consultants and subconsultants (collectively Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with any change, conversion, or alternative use of the Project. In the event of a conversion to a multi-owner regime, the Owner agrees to allow the Architect to review and comment on regime documents and the maintenance manual.

§ 12.7 The Architect's liability (if any) to the Owner for any and all claims and/or damages shall be limited to a maximum of and shall not exceed, either individually or in the aggregate, the total amount of the Architect's fee received for this Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, Architect's Proposal and its exhibits, dated January 23, 2026.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number if required)*
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number if required)*

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LS3P ARCHITECTURE ▪ INTERIORS ▪ PLANNING

January 23, 2026

Mr. D. Marche Pittman
Polk County Manager
P.O. Box 308
Columbus, NC 28722

Ms. Kathleen J. Womack
Director of Facility Management and Procurement
GRO

RE: New Polk County YMCA
Basic Architectural & Engineering Design Services - Fee Proposal

Dear Mr. Pittman and Ms. Womack,

LS3P is pleased to submit a proposal for Basic Architectural and Engineering design services and Supplemental Design Services for the for new recreation center/YMCA for Polk County, North Carolina. We very much enjoyed our time with the selection committee during our interview in November and are excited to get started on the work. We understand that pending approval from the Polk County Board of Commissioners, a formal contract for execution will follow this agreement. We are in agreement with utilizing the AIA B133-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor.

The order of governance in the case of any conflict, ambiguity, or omission is (1) the executed AIA B133-2019 between Owner and Architect and (2) the Architect's Proposal and its exhibits.

PROJECT DESCRIPTION

Our understanding of the scope of the project is as follows:

- Polk County is the 'client/owner,' funder and contract holder.
- YMCA is the manager of the building.
- Project delivery will be Construction Manager at Risk procurement method; JM Cope has been identified as the CMAR.
- Market research, Community Needs Assessment, YMCA strategic planning, Programming, Advance Planning, and Schematic Design Pricing Documents have been completed by GRO.
- The project site is located on the south side of the intersection of Hwy 108 and Fox Mountain Road.
- New Construction is anticipated to be between 28,000 SF to 32,000 SF.
- Project Construction cost of the work is estimated to be between $9.0M - $12.0M for building and site.
- Anticipated construction start is Q3 of 2026.

PROJECT TEAM

The LS3P design team is anticipated to include the following team members with additional supporting staff from within the firm.

Architectural Team:	
Maggie Carnevale, AIA	Principal in Charge
Emily Kite	Project Manager
Jonathan Capp, AIA	Project Architect
Sharon Huot	YMCA Design Expert
John Sunday	BIM Technician / Drafter
Sydney Godfrey, IIDA	Project Interior Designer
Robert Nipper	Construction Administrator

Consultants:	
Optima Engineering	Mechanical, Electrical, Plumbing and Fire Protection
Kloesel Engineering	Structural Engineering
Withers Ravenel	Civil Engineering
Counsilman-Hunskaer	Pool Design

The owner shall retain final approval authority over any proposed changes to project personnel, including staff assignments and consultants.

PROJECT SCHEDULE:

LS3P will confirm the project schedule with the Owner and JM Cope, the CMAR. Services will commence upon approval of the outlined proposal.

FEE SCHEDULE:

The basic design services will be provided by the Architect and proposed engineering consultants (structural, mechanical, electrical, plumbing and fire protection.) Supplemental Design Services include civil engineering, landscape design and pool design and are included in addition to Basic Services below per B-133. The Owner shall compensate the Architect for Design Services as detailed above as follows:

Lump Sum Basic Services A/E Design Fee		*$673,125*
Supplemental Services -		
Civil Engineering & Landscape Fee		*$75,000*
Pool Design		*$62,500*
	Subtotal:	***$810,625***
Reimbursable Expenses – Not to exceed		*$15,000*
	Total:	***$825,625***

Notes:

- *Upon receipt of an executed proposal, LS3P shall begin design services immediately.*
- *Should the scope of the project increase from the Schematic Design pricing documents package from GRO dated 12/10/2025, additional services fees will be proposed at 7% for basic services, and negotiated with Polk County for additional design work required.*

REIMBURSABLE EXPENSES

Reimbursable Expenses shall be items as listed in the B133-2019 contract, Section 11.8. Reimbursable expenses will be billed as incurred with a not to exceed cost of $15,000.

We look forward to building a relationship with Polk County and continuing our work with the YMCA and GRO. We know your building will be transformative for the community, and we are proud to be part of the design. Please contact us with any questions regarding this proposal.

Sincerely,

MCarnevale

Maggie Carnevale, AIA, LEED BD+C, NCARB
Principal | Vice President
LS3P

Attachment: Standard Agreement Provisions and Hourly Rates, July 1, 2025

STANDARD AGREEMENT PROVISIONS AND HOURLY RATES

July 1, 2025

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Senior Level: Officer / Principal	$290
Officer / Principal	$265
Senior: Project Manager / Designer	$235
Senior Level: Architect / Interior Designer / Practice Professional	$210
Project Manager / Designer	$210
Level III: Architect / Interior Designer / Practice Professional	$185
Level II: Architect / Interior Designer / Practice Professional	$165
Level I: Architect / Interior Designer / Practice Professional	$145
Business Professional	$145
Entry Level Practice Professional	$135
Administrative	$115

2. For Services of Professional and Engineering Consultants including and not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.25 times the amount billed to LS3P will apply.

3. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.

4. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.

5. Reimbursable Expenses (i.e., Travel, Reproductions, Plots, Postage, Handling and Delivery, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.

6. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats	Per Sheet
DWG (Autodesk® Drawing File)	$30.00
DGN (Bentley® Design File)	$30.00
DXF (Autodesk® Data Exchange File)	$30.00
DWF (Autodesk® Design Web Format)	$10.00
PDF (Adobe® Portable Document Format)	$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.

7. Minimum billable time for Depositions and Testimony is One-Half Day.

8. This standard schedule is subject to change 6 months from date of issuance.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.D

Budget Amendment for the Buildings, Maintenance, and Repair Budget Line - Mickey Edwards, Parks, Recreation, and Maintenance Director.

ATTACHMENTS

1. FB_Appropriated_12_F_GF___Maint___Repair_Bldgs_Budget_Line_increase__150000_3.16.2026

BUDGET AMENDMENT: CONTINGENCY/FUND BALANCE
DATE: 3/16/2026 BOC Meeting BATCH #: _____ LINE_____
Dept.: **Public Buildings** (for accounting use only)

Amendment # : **Fund Balance #12-F; Contingency #2-C**

INCREASE EXPENSE

Description	GL ACCOUNT #	Amount
Maint & Repair-Building	10-4190-3510-0	$ 150,000
		$ 150,000

INCREASE FUND BALANCE/DECREASE CONTINGENCY

Description	GL ACCOUNT #	Amount
Contingency	10-9300-9910-0	$ (28,242)
Fund Balance Approp	10-3991-0000	$ (121,758)
		(150,000)

EXPLANATION: The requested budget amendment is necessary to address several unanticipated maintenance and repair issues within the Public Buildings Maintenance and Repair budget line during the current fiscal year. These repairs were required to maintain safe and functional operations of County facilities and have already been completed. Due to these necessary but unanticipated repairs, the remaining budget is not sufficent to cover the annualized and monthly service contracts that must continue or allow for any other unexpected repairs.

Facility Mechanical Repairs
- Repair of two rooftop HVAC units and one Carrier unit at the
- Library HVAC repairs
- Courthouse HVAC repair
- HVAC repair for one of the top offices in the Womack Buildin
- HVAC repair at the Department of Social Services building
- Courthouse boiler repairs including pump, motor, additional parts, and labor
- Repair of the building control system at the Jail
- UPS replacement for the Jail

Building and Facility Repairs
- Womack Building eave damage repair

Building Security and Access
- Updates and repairs to County door locks in multiple buildings

Date Reported & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.E.I

Request transfer of $102,746.88 from the County's Capital Reserve Account to reimburse Polk County Schools for capital expenses paid through this year.

ATTACHMENTS

1. Capital Transfer Request (3_10_26)

Polk County Schools

ADMINISTRATION

Todd Murphy
Superintendent

BOARD OF EDUCATION

Mike Ashworth
Chairman

Rick N. Covil
Vice Chairman

Lucinda T. Allen

Danielle E. Gibbs

Judy N. Jackson

Sherry Page

Rick Stich

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

www.polkschools.org

Sonya Ayers
Finance Officer
Polk County Government

Mar 10, 2026

Dear Sonya,

Polk County Schools is requesting the transfer of **$102,746.88** from the County's Capital Reserve account. The funds will reimburse Polk County Schools for capital expenses paid this year.

Project	Amount to Reimburse Schools
District - Student Endpoint Device Refresh	$102,746.88
Total:	**$102,746.88**

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

Sincerely,

Brandon Schweitzer
Director of Operations
Polk County Schools

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.E.II

Tryon Elementary School Pre-K Expansion Update.

ATTACHMENTS

1. NBPSCF_TES_Final Report

FINAL REPORT

Report Date: 2/26/2026

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Per North Carolina ***GS 115C-546.14***, a Needs-Based Public School Capital Fund (NBPSCF) grant recipient shall submit to the State Superintendent of Public Instruction a final report within 90 days of the completion of the project for which the grant was received. The report is to provide a summary of construction and payment activities for the project.

County: Polk
Address: 40 Courthouse St.
Columbus, NC 28722

LEA: 750
Address: 25 East Mills St.
Columbus, NC 28722

Construction Project Title: Tryon Elementary PreK Expansion
Project Location: 100 School Pl., Tryon, NC 28782
Short Description of Construction Project: A five (5) classroom addition to the existing structure for the purpose of housing the PreK program (Approx. 11,500 sq/ft)
Project Delivery Method (check one): ☑ Design-Bid-Build ☐ Design-Build ☐ CM at Risk

If Project Delivery Method was Design-Bid-Build, then complete the following:
Name of Design Firm: Pinnacle Architecture
Date of Design Contract: 10/10/2022
General Contractor: Champion Construction
Date of Construction Contract: 3/14/2023

If Project Delivery Method was Design-Build or Construction-Manager-at-Risk, then complete the following:
Construction Co. or CM Co.:
Date of Contract:

Construction Schedule
Construction Start Date: 5/1/2023
Date of Substantial Completion: 7/24/2024
Date of Final Payment: 9/23/2024

Project Expenditures
Total Grant Amount: $1,300,000
Amount of Grant Funds Allocated to Disbursing Account **(A)**: $1,300,000
Date/Amount of First Grant Allocation (Disbursement): 6/5/2023 / $77,538.10
Date/Amount of Final Grant Allocation (Disbursement): 9/23/2024 / $113,628.58
Amount of Grant Funds Expended **(B)**: $1,300,000 Difference **(A minus B)**: $0
Total Local Match (if any): $65,000.00 Required Local Match (if any): $65,000
Amount of Local Match Funds Expended: $65,000

NOTE: If the amount of Grant Funds Expended is less than the amount of Grant Funds Allocated to the Disbursing Account, then the difference will be transferred back into the LEA's NBPSCF Account (Unallocated Balance) by DPI, and then transferred (returned) to the NBPSCF program balance for future grant awards.

We, the undersigned, do hereby certify that the project named above, funded from the Needs-Based Public School Capital Fund (NBPSCF), has been completed, that all necessary payments have been made, and that the local matching fund expenditure requirement has been met.

(Signature – Chair, County Commissioners)
Date:
Phone:
Email:

(Signature – Chair, Local Board of Education)
Date: 3/9/2026
Phone:
Email:

Rev. 06/07/2022 *(Attach additional project documentation to illustrate completion of the project)*

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.F

Health and Human Services Agency Child Abuse Prevention Proclamation - Chairman Yoder.

ATTACHMENTS

1. 2026_proclamation____County__AutoRecovered_

April 2026
Child Abuse & Neglect Prevention Month
Proclamation

WHEREAS, our children are our most valuable resources and will shape the future of Polk County; and

WHEREAS, every child deserves to be loved, cared for, secure, and safe and it is the responsibility of our communities to promote every child's right to a safe, happy and healthy environment; and

WHEREAS, in 2025, 304 reports were made to Polk County Child Protective Services; and

WHEREAS, child abuse and neglect not only cause immediate harm to children, but can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse and can increase the likelihood of criminal behavior, substance abuse, health problems and risky behavior; and

WHEREAS preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of Polk County and finding solutions depends on involvement among all people; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, we must make every effort to promote programs and activities that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among child welfare, citizens, agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, we acknowledge that we must work together and that all citizens should become involved to provide safe, nurturing environments for children in all areas of their lives – at home, in school, and in the community – offering them the opportunity to grow up to be caring, contributing members of the community;

WHEREAS, **PREVENTION** remains the best defense for our children and families;

NOW, THERFORE, I, Myron Yoder, Board of Commissioner Chair, do hereby proclaim **APRIL 2026 as Child Abuse and Neglect Prevention Month** in Polk County, North Carolina and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families, thereby preventing child abuse and neglect and strengthening the community in which we live.

POLK COUNTY BOARD OF
COMMISSIONERS

ATTEST:

_____
Myron Yoder
Chairman

_____
Kennedy Freeman
Clerk to the Board

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.G

DRMF (Disaster Recovery Mitigation Fund) Flood Gauge Network Project Budget Ordinance - Manager Pittman.

ATTACHMENTS

1. DRMG2593 Polk County - Flood Gauge A&E - MOA
2. Proj_Ord_DRMF_Flood_Gauge_Project

Emergency Management Disaster Relief and Mitigation Fund –
Hurricane Helene Flood Mitigation Grant Program
Memorandum of Agreement (MOA)

between

Grantor:	Recipient:
State of North Carolina	Polk County
Department of Public Safety	P.O. Box 308
Emergency Management	Columbus, NC 28722
MOA# NCEM-DRMG2593	Award amount: $94,750
	Period of performance: 3/1/2026 to 3/31/2027

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. **Authority**
This grant award and MOA are authorized under the provisions of: (1) "The Disaster Recovery Act of 2025-Part II, *S.L. 2025-26, § 2A.3.(a)(7)(d)*, (2) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)*, (3) NC Appropriations Act of 2021, *S.L. 2021-180*, *§§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4)*, *5.9(f)* (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Compensation**
Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient's (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services

received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all the reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or http://fedgov.dnb.com/webform. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.

ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at http://www.sam.gov. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

i. State of NC Substitute W-9 Form
ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
ii. MOA, and supporting appendices.

iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
iv. Audit findings and corrective action plans.
v. Request for Reimbursements and documentation
vi. Closeout Request and documentation
vii. Pre and Post photo documentation for all permanent work projects

5. **Regulation**
Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. **Supplanting**
Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. **Compliance**
Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management(OSBM)https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos .

8. **Responsibilities**
Grantor:

A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.

C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.

B. Recipient shall expend funds in accordance with this MOA.

C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.

E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
vi. Pictures prior to the start of the project and when complete for permanent work type grants.

G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).

H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Alternative Funding**
    A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. **Taxes**
    Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. **Warranty**
    Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. **State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M**
    North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including nonprofit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

    Refer to "Reports Required for Each Reporting Level" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:
    https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

    There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:
    Level 1: Between $1 and $999,999
    Level 2: ≥ $1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the Local Government Commission (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. **Audit Requirements**

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined $1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC**.

If Recipient is a unit of local government in North Carolina, Recipient may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCEM Grants Management & Compliance website.

15. **Points of Contact (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

16. **Public Records Access**
All information maintained by Grantor in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

17. **Contracting/Subcontracting**
If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

18. **Situs**
This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. **Antitrust Laws**
All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. **Other Provisions/Severability**
Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. **Entire Agreement**
This MOA and any annexes, exhibits and amendments annexed 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.

22. **Modification**
This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. **Termination**
Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. **Scope of Work**
Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. **Execution and Effective Date**
This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. **Certification of eligibility - Under the Iran Divestment Act**

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. **Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

i. Appendix 1 - Notice of Funding Opportunity (NoFO)
ii. Appendix 2 - Scope of Work or Grant Application
iii. Appendix 3 - Award letter
iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

NC Department of Public Safety
Division of Emergency Management

1636 Gold Star Drive
Raleigh, NC 27607

By: _____

Date: _____
William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____
William Polk
Department of Public Safety
Deputy General Counsel

Polk County

P.O. Box 308
Columbus, NC 28722

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO):
North Carolina Emergency Management (NCEM)
Disaster Relief and Mitigation Fund 2025

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, *§ 5.9(f), reauthorized in S.L. 2023-134, § 5.6(f)*, & "The Disaster Recovery Act of 2025 – Part II", S.L. 2025-26, *§* 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:
(1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
(2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be $20,000,000
(1) A minimum of $15,000,000 will be targeted toward applicants in the TS Helene affected area.
(2) Grants will be limited to $2,000,000 for a single recipient.
(3) Total grants will be limited to $4,000,000 to a single county.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:
(*Not intended to be a full list but may help applicants to identify possible projects*)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	**Application Deadline**
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions
Application deadline 28-November-2025 (5:00PM)
Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line "Applicant name – Project name – 2025 DRMF Grant Application"

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
2) General description of the Project (10)
3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
5) Timeline from approval of Grant to project completion. (10)
6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- State of NC Substitute W-9 Form
- Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):
September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2

Scope of Work or Grant Application

Engineering Assistance Project will evaluate and design a coordinated countywide flood monitoring network to support real-time situational awareness and public warning during storm events. Polk County currently maintains only one limited-function river gauge, leaving most major watersheds without reliable hydrologic visibility. As a result, emergency management must often rely on anecdotal reports and visual observations rather than timely, quantitative data when making life-safety decisions.

This Engineering Assistance request will complete the preliminary technical work needed to develop a conceptual five-gauge network serving the Green River, Pacolet River, and Lake Adger Dam. Tasks will include a hydrologic review of priority watersheds, evaluation of candidate sites, and identification of preferred locations that will provide the greatest advance warning and downstream coverage. The project will also examine gauge technologies, telemetry options, and system architecture to ensure that the future network can transmit reliable real-time data to Polk County Emergency Management, 911Communications, and other partners.

Docusign Envelope ID: 9D46EF24-CEA3-4046-B9FC-A55721269381

NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

Mr. Marche Pittman
County Manager
Polk County
P.O. Box 308
Columbus, NC 28722

Dear Mr. Pittman,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Flood Gauge A&E grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of $94,750.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

i. State of NC Substitute W-9 Form
ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,
DocuSigned by:
William C. Ray
William C. Ray
Director & Deputy Homeland Security Advisor
North Carolina Emergency Management

1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
An Equal Opportunity Employer

Appendix 4

Documents for Reimbursement Request

Quarterly Progress Report – Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management

Long Term Recovery Grant Program

QUARTERLY PROGRESS REPORT

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: $ _____

---

1. Date of Project Approval:
2. Start Date of the Project:
3. Percent of Work Completed to Date: _____ %
4. Anticipated Completion Date:
5. Actual Completion Date:
6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: $
8. Problems encountered:

9. Status: *(Please check pertinent information).*

Project Status	Project Cost Status
(1) ☐ Project on schedule	(1) ☐ Cost unchanged
(2) ☐ Project completed	(2) ☐ Cost overrun
(3) ☐ Project delayed	(3) ☐ Cost under-run
(4) ☐ Project canceled	

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount $	Previous Payments $	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001

(1) Applicant:	(2) MOA Number:
(3) FIPS/Duns or Tax ID/EIN No.	

(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delevery Date of articles or performance services	(7) **DOCUMENTATION** List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	**0.00**
Equipment			
		Total	**0.00**
Materials			
		Total	**0.00**
Contract			
		Total	**0.00**
Other			
		Total	**0.00**
		(9) Grand TOTAL	**$0.00**
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	**$0.00**

Signature:

COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
DRMF - Flood Gauge Network Project
(Disaster Recovery Mitigation Fund)

BUDGET EXPENDITURES

	Original Budget	3/16/2026
Professional Fees	41-5932-0580-2	$ 82,750
Contracted Services (Rostan)	41-5932-4400-0	$ 12,000
Total Expenditures		$ 94,750

REVENUES

Disaster Recovery - State	41-3438-1000	$ 94,750
Total Revenues		$ 94,750

To establish Project Ordinance for the flood gauage network projects funded using Disaster Recovery Mitigation Funds and managed by Rostan

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

-Project Ordinance: DRMF Projects

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 8.H

Purchase Order Request and Budget amendment to appropriate insurance proceeds and additional fund balance for new demo ambulance - Michael Crater, EMS Director.

ATTACHMENTS

1. PO_request_with_quotes_attached___EMS_Ambulance
2. FB Appropriated 13-F_GF - Totaled Amubulance Replacement $347716 3.16.26 BOC

Needs BOC approval - 4370 Spartan Fire (replacement ambulance)

Description:
This is a request for an open po or a one time po. If you submit an open po request after your initial approval you will be able to edit the PO by returning to the relevant case and completing the step to request a change. Once the PO is officially closed/liquidated you should no longer make this request.

Created by:	Sonya Ayers
Created on:	March 11, 2026
Assigned to:	Sonya Ayers
Status:	Open
Case ID:	c6ctg180

Request Details

Completed by Sonya Ayers on March 11, 2026 at 12:25 PM EDT

Requestor Name	Penny Cochran penny-cochran@mail.polimorphic.com; pcochran@polknc.gov
Department	10-4370 EMS
Is this a new vendor?	No
Specify fiscal year	FY 26
Specify PO Type	Open PO
Do you know the vendor number?	No
Vendor Name	Spartan Fire

Finance - Internal

Account GL Line to Charge (00-0000-0000-0)	10-4730-5000-0
Amount allocated *($00.00) If monthly, list the total for the year.*	207773
Description	replacement of totaled ambulance from 9/25/2025
Funding Source	Other
Specify Funding Source	Insurance Proceeds
Attach any relevant documents if necessary	Ambulance_3_quote__EMS.pdf

Quote Procurement Documentation Form

Purpose: This form documents compliance with Polk County procurement policy requiring three quotes for purchases/projects exceeding the applicable cost threshold.

General Information

Department / Division: EMS

Project / Purchase Title: Replacing Wrecked ambulance using Insurance Proceeds

Project Type (check one):

☒ Purchase of Goods or Supplies

☐ Services

☐ Construction / Repairs

☐ Professional Services

☐ Other: _____

Brief Description of Project / Scope of Work: _____

_____

Estimated Cost: $ $225,000

Procurement Threshold Triggered:

☒ Yes (three quotes required)

☐ No (explain if applicable): _____

Quote Summary (Quote is less than State Contracted pricing and unit is onhand, can be delivered as soon as the graphics are added (included in price))

Quote 1: Spartan Fire and Emergency Apparatus *(Vendor/Source Name)*

Point of Contact: Cornelius Huff **Email/Phone:** _____

Date Requested: 3/2/2026 **Quote Amount:** $207,773.00

Selected ☒ Yes / ☐ No

Quote 2: Atlantic Emergency Solutions *(Vendor/Source Name)*

Point of Contact: James Kelly **Email/Phone:** _____

Date Requested: 3/9/2026 **Quote Amount:** $211,032

Selected ☐ Yes / ☒ No Unit would have to be ordered from manufacturer, could take up to a year for delivery

Quote 3: NWEV, LLC *(Vendor/Source Name)*

Point of Contact: NC Sheriffs Association Procurement Website **Email/Phone:** _____

Date Requested: 3/2/2026 **Quote Amount:** $224,234

Selected ☐ Yes / ☒ No State Contract pricing for ambulance only - NC Sheriff Association Procurement Program

*If Three Quotes Were **Not Obtained**:*

☐ **Good-faith effort made to obtain a third quote, but not successful**

Reason third quote could not be obtained (check all that apply):

☐ Limited number of vendors available

☐ Vendor(s) did not respond

☐ Time-sensitive/emergency need

☐ Sole or highly specialized provider

☐ Other: _____

Describe efforts made to obtain the third quote (include vendors contacted, dates, and methods):

_____

_____

_____

_____

Certifications & Approvals

I certify that the information above is accurate and that procurement was conducted in accordance with County policy.

Prepared by (Name & Title): _____

Signature: _____ **Date:** _____

Reviewed and approved:

Supervisor / Department Head: Michael Crater

Signature: _____ **Date:** 03/11/2026

(Attach copies of all quotes, emails, or written documentation.)

Quote # 1

SPARTAN FIRE and Emergency Apparatus Since 1973

CRESTLINE

PROPOSAL FOR FURNISHING CUSTOM AMBULANCE

3-2-26

Polk County EMS
P.O. Box 308
340 Hospital Rd.
Columbus, N.C. 28722

The undersigned is prepared for Polk County EMS, upon an order being placed by you, for final acceptance by Crestline, Inc., at its U.S. home office in Van Wert, OH the apparatus and equipment herein named and for the following prices:

Description of what the purchase is: **Each $207,773.00**

One (1) Crestline CCL-150 Ford E-350 Type III Ambulance Module with 72" headroom. Chassis to be a current year or newer Ford E-350 XLT Chassis Cab 4x2 Gasoline. Immediate Delivery of Stock Demo CPQ #9382 Bid Specs, Training, Graphics, taxes. Savvik Contract.

Total : $207,773.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **#15 of days** after receipt of the chassis and clean order specification.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for apparatus conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at this time of bid. Any increased costs incurred by first party because of future changes in or additions to said DOT standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within **15** days of the date, or the Stock Unit is sold the right is reserved to withdraw this proposition.

Spartan Fire and Emergency Apparatus, Inc.

By: Cornelius D. Huff

James Kelly
Regional Account Manager
Ambulance Division
Tel. (828) 708-0715
jkelly@atlanticemergency.com

Polk County EMS
340 Hospital Dr
Columbus, NC 28722

03/09/2026

Atlantic Emergency Solutions, the North Carolina dealer for Wheeled Coach, is pleased to present you with a price regarding your request for

The price to customize and manufacture the truck matching your specifications is as follows:

Total cost for (1) unit(s): $211,032.00
Graphics to match Current fleet

This proposal is valid until 06/09/2026

The price includes the following:

Factory Pickup and Transportation
Wheeled Coach will drive new unit from Wheeled Coach to Candler, NC Service facility after final inspection.

Dealer Pre-Delivery Inspection
Candler, NC service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

Delivery
Polk County EMS will take delivery of unit from Candler, NC Service Center after pre-delivery inspection is completed.

Fuel and Tags
Atlantic will ensure the unit has a full tank of fuel and a temporary tag.

Pre-Construction Meeting
N/A

Inspection Trip(s) Included
N/A

Bid Award

Quote # 3

Contract: 25-05-0521R, Fire/EMS/Law Enforcement Specialty Vehicles

Group: Ambulances

Item: 27, American Emergency Vehicles (AEV), Type III - 145"+ Module, Traumahawk

Description: Manufacturer standard base unit specifications and current model year for model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Vendor	Price	Percent (Taken off MSRP for base price)	Percent (Taken off MSRP for options)	Build File	Options File
Nationwide	NWEV, LLC dba Northwestern Emergency Vehicles	$224,234.00	6.00%	6.00%	Build	Options

POLK COUNTY FINANCE

BUDGET AMENDMENT: GENERAL FUND BALANCE

DATE: 3/16/2026 BOC Meeting BATCH #: _____ LINE_____

Dept.: **EMS**

Amendment # : 13-F Fund balance

INCREASE EXPENSE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-4370-5000-0	Capital Outlay	#####	10-3991-0000	Fund Balance Approp	$ (85,500)
			10-3839-8904	Insurance Proceeds	$ (262,216)
		347,716			(347,716)

EXPLANATION Budget amendment to appropriate insurance proceeds and additional fund balance to complete the purchase of a new in-stock ambulance, including the equipment necessary to place the vehicle into service for County EMS operations. Insurance proceeds received by the County from the loss of a previous ambulance that was totaled on 9/25/25 will fund the majority of the purchase, with the remaining amount requested from fund balance. This would allow the County to secure the fully outfitted ambulance and place it into service as soon as possible.

Insurance proceeds will fund approximately 75% of the purchase, with 25% funded through fund balance.

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 10.A

Adult Care Advisory Committee - There are five vacancies and three applicants; Brent Seagle, Carol Blakely, and Cornelia Yoder.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 10.B

Agricultural Advisory Board - There are two vacancies and three applicants; Beth Foster, Craig Tafaro, and Libbie Johnson.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 10.C

Appearance Commission - There are three vacancies and two applicants; Dawn Spinola (Tryon Township), and Will Kallberg (At Large).

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 10.D

Nursing Home Community Advisory Committee - There are five vacancies and three applicants; Brent Seagle, Carol Blakely, and Cornelia Yoder.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 10.E

Recreation Advisory Board - There are six vacancies and one applicant; Tabitha Letterman.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 12.A

Motion to go into Closed Session for the purpose of Attorney-Client Privilege.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

March 16, 2026

AGENDA ITEM # 12.B

Motion to return to open session.

ATTACHMENTS

None