BOARD OF COMMISSIONERS REGULAR MEETING
JULY 20, 2026
5:00 PM

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

1. Call to Order the Regular Meeting - Chairman Yoder.
2. Invocation - Chairman Yoder.
3. Pledge of Allegiance - Commissioner Hargett
4. Approval of Agenda
   A. Items may be added or removed at this time.
5. Consent Agenda
   A. Approval of the June 15, 2026, Regular Meeting Minutes.
   B. Purchase Order Request for the Polk County Senior Center parking lot funded through the Carolina Foothills Foundation grant.
   C. Tax Refund Request in the amount of $3,322.19 for the month of June 2026.
   D. Request to designate Chairman Yoder as the voting delegate for the Annual Business Session on Saturday, August 22, 2026, at 2:00 p.m. to be held during the 119th Annual Conference of the North Carolina Association of County Commissioners in Durham County.
6. Citizen Comments on Agenda Items.
7. Regular Agenda Items
   A. Schedule a public hearing to review and discuss approval of text amendments to the Zoning Ordinance on August 17, 2026, at 5:00 p.m. in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC. (A copy of the current Zoning Ordinance is available to review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.) - Chelsea Louray, Planning Administrator.
   B. Schedule a public hearing to be held during the August 17, 2026, Board of Commissioner's meeting to review and discuss an installment financing agreement to finance a new community center - Manager Pittman.

C. Budget Amendment and transfer of $146,252.84 from the County's Capital Reserve Account to reimburse Polk County Schools for capital expenses paid through this year - Dr. Brandon Schweitzer, Polk County Schools Director of Operations.

D. Consideration and approval of the Purchase Order request for Republic Services, Inc. by the Polk County Landfill in the amount of $1,365,113.00 for trash hauling and disposal - Manager Pittman.

E. Polk County Emergency Management - Bobby Arledge, Director.

I. NC Emergency Management, State Centric Memorandum of Agreement.

II. Flood Gauge Project - Green Stream Products and Services.

F. State Cashflow Loans for Disaster Response Activities to Local Governments Resolution and Amendment - Sonya Ayers, Finance Director.

8. Citizen Comments on Non-Agenda Items.

9. Volunteer Board Applications

A. Agricultural Advisory Board - There is one vacancy and one applicant; Sofia Lilly.

B. Economic & Tourism Development Commission - There are three vacancies and one applicant; Katie Biel.

C. Fire Rescue Advisory Committee (FRAC) There are seven vacancies, and three applicants; Cynthia Fowler, Jeremy Gregg, and Pat Linnon.

D. Health and Human Services Agency (HHSA) - There are eight vacancies, and one applicant; Christine Davis.

E. Recycling Advisory Board - There are three vacancies and one applicant; Pat Linnon.

10. Commissioner Comments.

11. Closed Session

A. Motion to go into closed session for the purpose of Attorney-Client Privilege.

B. Motion to return to open session.

12. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 4.A

Items may be added or removed at this time.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 5.A

Approval of the June 15, 2026, Regular Meeting Minutes.

ATTACHMENTS

1. 06.15.26_minutes_DRAFT

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
June 15, 2026 - 5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street Columbus, NC 28722
MINUTES

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

1. Call to Order the Regular Meeting - Chairman Yoder

2. Invocation - Vice-Chairman Moore

3. Pledge of Allegiance - Commissioner Beiler

4. Approval of Agenda

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

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

5. Consent Agenda

   Commissioner Melton, moved to approve the consent agenda, seconded by Commissioner Beiler, and the motion carried unanimously.

   A. Approval of May 18, 2026, Budget Work Session and Regular Meeting Minutes, and June 1, 2026, Budget Work Session, Special Meeting, and Public Hearing Minutes

   B. Juvenile Crime and Prevention Council (JCPC) Annual Plan and Budget for FY 2026/2027

   C. Tax Refund Requests

      I. May 2026 Refunds in the amount of $2,792.89

      II. Refund/release request due to illegal tax per NCGS 105-381 in the amount of $224.07

      III. Refund request due to clerical error per NCGS 105-381 in the amount of $3,284.81

   D. Declare two Health and Human Services Vehicles as surplus to be sold via GovDeals auction

6. Citizen Comments on Agenda Items.

There were two citizen comments on agenda items.

7. Regular Agenda Items

A. Budget Amendments - Finance Director, Sonya Ayers, will present any budget amendments that may need approval for FY 2025/26. (Budget amendments are eligible to be submitted up to and including June 15, 2026.)

Mrs. Ayers presented three budget amendments and a project budget ordinance amendment. She explained that the project budget ordinance amendment was for the Hurricane Helene Disaster Response and Recovery grant and the budget amendments included reallocating previously approved FY26 appropriations to fund employee merit increases, transferring available funds within the EMS Department from Full-Time Salaries to Part-Time Salaries, and moving budget authority for Water Contracted Services from Fund 54 to the General Fund.

Commissioner Beiler moved to approve the presented budget amendments, seconded by Vice-Chairman Moore, and the motion carried unanimously.

Vice-Chairman Moore moved to amend the Hurricane Helene Disaster Response and Recovery grant project budget ordinance as presented, seconded by Commissioner Beiler and the motion carried unanimously.

B. Polk County Budget Ordinance for the Fiscal Year 2026/27 (including any proposed fee changes included in the County Manager's recommended budget) - The Manager's recommended budget was presented on May 11, 2026. A budget work session was held on May 18, 2026, and the budget public hearing was held on June 1, 2026.

Manager Pittman said that all changes that were made throughout the budget process can be found in the budget ordinance. (Copies of the Fiscal Year 2026/2027 budget packet were available for review in the County Manager's Office and on www.polknc.gov.)

There was no other discussion on the Fiscal Year 2026/2027 Budget Ordinance.

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

C. Polk County Opioid Settlement Update - Polk County Opioid Settlement Advisory Committee (OSAC).

Natalie Trachsel, Assistant HHSA Director and County Representative for OSAC, gave a presentation, a copy of which is hereby incorporated by reference into these minutes. She explained that the presentation outlined the proposed strategies OSAC will use to guide planning and determine the allocation of opioid settlement funds.

Commissioner Hargett moved to approve the Opioid Settlement Committee's proposed strategies, seconded by Commissioner Melton, and the motion carried unanimously.

D. Completing Access to Broadband (CAB) Skyrunner Update - Skyrunner Representative

JJ Boyd, President of Skyrunner Internet, gave a presentation, a copy of which is hereby incorporated by reference into these minutes. He reported that the grant was awarded in the summer of 2025, with construction beginning in March 2026. Mr. Boyd stated that wireless internet service was provided to 290 households in March 2026 and that the project is expected to provide internet access to approximately 2,548 households and 132 business locations upon completion.

E. Consideration of the Polk County Recruitment and Retention Schedule extension to end December 31, 2026 - Manager Pittman

Vice-Chairman Moore moved to approve the Recruitment and Retention Schedule Extension, seconded by Commissioner Beiler, and the motion carried unanimously.

8. Citizen Comments on Non-Agenda Items.

There were twelve citizen comments on non-agenda items.

9. Volunteer Board Applications

A. Appearance Commission - There are four vacancies and two applicants; Craig Hilton, and Rusty Powell.

Commissioner Hargett moved to appoint Craig Hilton and Rusty Powell to the Appearance Commission, seconded by Commissioner Melton, and the motion carried unanimously.

B. Board of Adjustment - There are three vacancies and six applicants; Adrienne Reilly, Betty Hill, Craig Hilton, Jayne Collins, Lisa Krolak, and Michael Chaffin.

Vice-Chairman Moore made a motion to nominate and appoint Adrienne Reilly, Betty Hill, and Lisa Krolak, seconded by Commissioner Melton, and the motion carried unanimously.

C. Foothills Workforce Development Commission - There are two vacancies and one applicant; Craig Hilton

Commissioner Hargett moved to appoint Craig Hilton to the Foothills Workforce Development Commission, seconded by Commissioner Melton, and the motion carried unanimously.

D. Harmon Field Board of Supervisors - There are two vacancies (two-year term, and four-year term), and five applicants; Jamie Dunn, Kelly LeCompte, Nathan LeCompte, Princess Wilson, and Rick Covil.

Commissioner Beiler nominated and moved to appoint Rick Covil to the two-year term, seconded by Vice-Chairman Moore, and the motion carried unanimously.

Vice-Chairman Moore nominated and moved to appoint Jamie Dunn to the four- year term, seconded by Commissioner Melton, and the motion carried unanimously.

10. Commissioner Comments.

    The Commissioners thanked everyone who attended the meeting and for all community input. They encouraged the community to continue attending the meetings.

11. Closed Session

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

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

    B. Motion to return to open session.

    Vice-Chairman Moore moved to return to open session, seconded by Commissioner Beiler, and the motion carried unanimously.

12. Adjournment

    Commissioner Beiler moved to adjourn the regular meeting, seconded by Commissioner Hargett, and the motion carried unanimously.

Attest:

Kennedy E Freeman
Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 5.B

Purchase Order Request for the Polk County Senior Center parking lot funded through the Carolina Foothills Foundation grant.

ATTACHMENTS

1. SeniorCenter_POReq_ParkingLotPaving

Finance - Internal

PO Request

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: Natalie Trachsel

Created on: July 10, 2026

Status: Open

Case ID: l3on704s

Request Details

Completed by Natalie Trachsel on July 10, 2026 at 09:01 AM EDT

Requestor Name	Natalie Trachsel ntrachsel@polknc.org
Department	20-5169 HHSA: Senior Center
Is this a new vendor?	No
Specify fiscal year	FY 27
Specify PO Type	One Time PO
Do you know the vendor number?	No
Vendor Name	Price Paving
Account GL Line to Charge (00-0000-0000-0)	20-5169-5800-0

Finance - Internal

Amount allocated *($00.00) If monthly, list the total for the year.*	100000
Description	Meeting Place/Emergency Shelter parking lot - Carolina Foothills Foundation grant (20-3839-8900)
Funding Source	Other
Specify Funding Source	Carolina Foothills Foundation Grant
Attach any relevant documents if necessary	NoticeofAward_FY27.pdf 2026Quote2_PricePaving.pdf

Carolina FOOTHILLS FOUNDATION
828.222.4350 | PO Box 336 | Forest City, NC 28043

May 22, 2026

Ms. Natalie Trachsel
Assistant Director
Polk County Health & Human Services Agency - Senior Services Division
75 Carmel Ln
Columbus, NC 28722-0308

Dear Ms. Natalie Trachsel

It is our pleasure to advise you that The Carolina Foothills Foundation has awarded a grant in the amount of $100,000.00 to Polk County Health & Human Services Agency - Senior Services Division.

This one-year grant was made in support of the following: Polk County Senior Center/Emergency Shelter Lot Rehabilitation Project.

A check in the full payment of this award will be mailed the week of June 22, 2026.

A Grant Agreement Terms and Conditions document is attached for your review to ensure that you are familiar with the terms of the grant. The grantee organization's deposit, negotiation, or endorsement of the check constitutes its agreement to the Grant Terms and Conditions document.

In addition, please be advised that a grant report is due within 6 months of the grant award date and a final report at 12 months. You may be chosen for a site visit so we can gain a better appreciation and understanding of your work. You will receive correspondence on that before the due date.

We are proud to have the opportunity to partner with your organization and look forward to learning more about your continuing success. If you have any questions about this grant or its conditions, please do not hesitate to contact us at info@carolinaff.org.

Best wishes for much success.

Rita R Burch

Rita Burch, BSW, MBA, CFRE
CEO/President

Carolina FOOTHILLS FOUNDATION
828.222.4350 | PO Box 336 | Forest City, NC 28043

GRANT TERMS AND CONDITIONS

The Grantee agrees and consents to the following conditions of the grant:

- Grantee represents, covenants, and warrants that it **does not discriminate** against any individual or entity on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, disability status, or espouse hate.

- Grantee has provided Grantor with verification of the Grantee's public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to **notify the Grantor of any change in the Grantee's status.**

- Grantee will **use the grant exclusively for the purposes and objectives specified** in the accompanying cover letter and in the proposal submitted to the Carolina Foothills Foundation, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.

- Grantee **shall not use any portion of the funds granted herein to carry on lobbying** or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

- **Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant.** The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.

- Grantee agrees that in **all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this grant**, the Grantor shall be recognized in the following manner: "Carolina Foothills Foundation." In instances where a press release is developed for distribution to media outlets, the Grantee agrees to timely forward a draft to the Foundation for prior approval.

- Grantee **shall submit a report** to Grantor summarizing the program for which the grant was received, specifically addressing whether the goals as set forth in the proposal were met, and if not, why not, and will detail all expenditures made from the granted funds as compared to the request budget. 6 months progress report and a one-year final report. **Not submitting a report may prevent the grantee from receiving funds in a subsequent year. A site visit may be conducted by the staff and Board Members of the Foundation to build a better understanding of the work you do.**

- In the event that **Grantee does not expend all grant funds** and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.

The grantee organization's deposit, negotiation, or endorsement of the check (arriving under separate cover) constitutes its agreement to the Grant Terms and Conditions document set forth above.

Proposal From

Darrell Price Paving Co.

127 Raceway Drive, Mill Spring, North Carolina 28756
Cell: (828) 817-1524

DATE:7-7-26
SUBMITTED
TO:THE MEETING
PLACE
STREET:
CITY & STATE:
PHONE:817-5517

JOB NAME:

ATTN:

We hereby propose to furnish the necessary materials, equipment and labor for the construction of the following work at the price listed:
We will take up and remove old asphalt as needed we will regrade and add stone and grade and compact stone we will apply week killer and we will pave at 2 ½ inches of asphalt before compaction area to be paved is entire lower lot and drive to top of hill as discussed and we can do sometime in 8 month of 2026 weather permitting $99,800.00
NOTE THIS PRICE DOES NOT INCLUDE STIPING
WE WILL ADD STRIPING AND DO JOB FOR $100,000.00

Price for complete job: PRICES LISTED ABOVE
Payment for said work shall be made in the following manner: Due on Completion unless prior arrangements are made.

All material furnished and labor performed shall be in accordance to standard specifications and practices. Any alteration or deviation from above proposal involving extra cost, will become and extra charge over and above the estimate.

Authorized Signature: **DARRELL PRICE**
Darrell Price

Note: We may withdraw this proposal if not accepted within 30 days.
NOTE PRICE MAY HAVE TO INCREASE IF ASPHALT/ MATERIAL PRICES INCREASE

ACCEPTANCE OF PROPOSAL

The above proposal is herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ **Signature:** _____

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 5.C

Tax Refund Request in the amount of $3,322.19 for the month of June 2026.

ATTACHMENTS

1. REFUND_MEMO (1)

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date:

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
John Wilkins	vehicle	$ 152.63	tag surrender
Robert Hobe	vehicle	$ 209.94	tag surrender
Allyn Talbot	vehicle	$ 177.79	overpayment
Susan Bradley	P98-56	$ 1,111.35	overpayment
Joseph Anderson	P32-97	$1,336.50	overpayment
Mary Crisp	vehicle	$100.86	tag surrender
Christopher Kormanik	vehicle	$233.12	tag surrender
	TOTAL:	**$ 3,322.19**	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 5.D

Request to designate Chairman Yoder as the voting delegate for the Annual Business Session on Saturday, August 22, 2026, at 2:00 p.m. to be held during the 119th Annual Conference of the North Carolina Association of County Commissioners in Durham County.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.A

Schedule a public hearing to review and discuss approval of text amendments to the Zoning Ordinance on August 17, 2026, at 5:00 p.m. in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC. (A copy of the current Zoning Ordinance is available to review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.) - Chelsea Louray, Planning Administrator.

ATTACHMENTS

1. Plan_consistency_to_BOC_signed.6.11.2026

To: Polk County Board of Commissioners

From: Planning Board and Staff

Date: June 11, 2026

Re: Polk County Zoning Ordinance Text Amendment

Project History & Analysis

Zoning Ordinance text amendment was requested on March 12, 2026 by a citizen to allow residential vacation rentals as a permitted use in Residential estate/very low density district (RE-5).

Proposed Amendments

Amendments are as follows: additions to existing text are indicated by the use of underlining, and deletions are indicated by strike-through).

P = Permitted
P* = Permitted with conditions
S = Allowed as a Special Use
Blank Space = Not Permitted

	EV	E	GPF	RE1	RE2	RE5	AR	R	MR	NC	HC	I	MU	FF	AR5
Residential Vacation Rentals [ix, xiii, xxv]	P	P				P				P			P		P

Application. In order to operate a residential vacation rental, the owner or operator shall first obtain a Residential Vacation Rental Operating Permit. Residential Vacation Rental Operating Permits may be obtained from the Planning and Development Department upon the submittal of a completed application, together with the applicable permit fees.

Residential Vacation Rentals are subject to these regulations:

1. Only allowed in residential dwelling units
2. Only one Residential Vacation Rental unit per property
3. A maximum of two (2) adults per rented bedroom
4. No publicly announced events
5. No exterior signs advertising Residential Vacation Rentals are allowed
6. Owners of "whole house" Residential Vacation Rentals must reside in Polk or adjacent county
7. Parking is limited to two vehicles per bedroom and parking on the street is not allowed

Plan Consistency

The Planning Board has found that this request is consistent with the Polk County 20/20 Vision Comprehensive Plan, adopted March 15, 2010, amended September 18, 2017:
Section VI.B Greenspace Sector does permit Single-Unit Residential.

Recommendation

The Planning Board does not recommend that the Board of Commissioners enact the Polk County Zoning Ordinance text amendments due to the opposition that has been demonstrated by the neighboring residence of the Hunting Country area.

Votes:
Aye - 5
Nay - 2
Abstain

Ray Gasperson
Planning Board Chair

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.B

Schedule a public hearing to be held during the August 17, 2026, Board of Commissioner's meeting to review and discuss an installment financing agreement to finance a new community center - Manager Pittman.

ATTACHMENTS

1. Prelim. Resolution-Call Public Hearing-Polk IFA (4898-9093-1133.1)

The Board of Commissioners of the County of Polk, North Carolina met in a regular meeting in the Bryant H. Womack Justice and Administration Building located at 40 Courthouse Street in Columbus, North Carolina, the regular place of meeting, at 5:00 p.m. on July 20, 2026.

Present: Chairman Myron Yoder, presiding, and Commissioners

Absent: Commissioners

Also present: Kennedy Freeman, Clerk to the Board of Commissioners; _____

* * * * *

_____ introduced the following resolution, the title of which was read and copies of which had been distributed to each Commissioner:

RESOLUTION CALLING A PUBLIC HEARING REGARDING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE A NEW COMMUNITY CENTER AND USE THE CENTER AS SECURITY FOR THE COUNTY'S OBLIGATIONS UNDER THE AGREEMENT; AND DECLARING THE COUNTY'S INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM FUNDS BORROWED UNDER THE AGREEMENT

Section 1. The Board of Commissioners (the "Board") for the County of Polk ("County") does hereby find and determine as follows:

(a) The Board has determined to consider the acquisition, construction and equipping of a new Community Center (the "Project") to serve the citizens of the County, such Project to be acquired, constructed and equipped in partnership with the YMCA.

(b) The County is considering entering into an installment financing agreement with a financial institution to be determined (the "Agreement") pursuant to G.S. 160A-20 for the purpose of providing funds in an amount not to exceed $12,000,000 for financing the costs of the Project, to be repaid with interest thereon.

(c) Under the plan of finance for the Project, in order to secure the payment obligations of the County in connection with the financing arrangements under the Agreement, the County will grant a deed of trust on the site on which the Project will be located.

(d) In accordance with Sections 160A-20(g) of the North Carolina General Statutes, a public hearing on the Agreement and the granting of a deed of trust thereon is required.

(e) Section 1.150-2 of the Federal Treasury Regulations (the "Reimbursement Regulations") prescribes procedures regarding the reimbursement of certain expenditures by or on behalf of the County from the proceeds of tax-exempt bonds or other obligations issued after the expenditures, including, without limitation, a requirement that the County declare its official intent to reimburse the expenditures with proceeds of the tax-exempt debt prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed; and the County or the School Board intends to advance their own funds in order to pay certain capital costs (the "Original Expenditures") relating to the Project.

Section 2. The Board hereby fixes 5:00 p.m. on August 17, 2026 in the Bryant H. Womack Justice and Administration Building located at 40 Courthouse Street in Columbus, North Carolina, the regular place of meeting, as the hour, day and place for a public hearing on (a) the proposed Agreement and (b) the granting of a deed of trust to secure the County's obligations under the Agreement. The Board hereby directs the Clerk to the Board to publish notice of such public hearing once in the The Tryon Daily Bulletin not later than the 10th day before said date.

Section 3. The Board hereby declares the following:

(a) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County under the Agreement.

(b) $12,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Project.

(c) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(e) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(f) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for "preliminary expenditures" within the meaning of Section 1.150-2 of the Treasury Regulations (the "Preliminary Expenditures"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 5. This resolution shall take effect upon its adoption.

Upon motion of Commissioner _____, the foregoing resolution entitled "RESOLUTION CALLING A PUBLIC HEARING REGARDING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE A NEW COMMUNITY CENTER AND USE THE CENTER AS SECURITY FOR THE COUNTY'S OBLIGATIONS UNDER THE AGREEMENT; AND DECLARING THE COUNTY'S INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM FUNDS BORROWED UNDER THE AGREEMENT" was adopted by the following vote:

Ayes:_____

_____

Noes:_____

_____

* * * * * *

I, Kennedy Freeman, Clerk to the Board of Commissioners of the County of Polk, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of said County at a regular meeting held on July 20, 2026 as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 20th day of July, 2026.

_____
Clerk to the Board of Commissioners

[SEAL]

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.C

Budget Amendment and transfer of $146,252.84 from the County's Capital Reserve Account to reimburse Polk County Schools for capital expenses paid through this year - Dr. Brandon Schweitzer, Polk County Schools Director of Operations.

ATTACHMENTS

1. PC_Schools_CapResrv_Request
2. PC_Schools_CapResrv_BA

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

Jul 14, 2026

Dear Sonya,

Polk County Schools is requesting the transfer of **$146,252.84** 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 Device Refresh	$146,252.84
Total	**$146,252.84**

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

Sincerely,

Brandon Schweitzer
Director of Operations
Polk County Schools

POLK COUNTY FINANCE

BUDGET AMENDMENT: CAPITAL RESERVE FUND BALANCE/ADDITION TO GF

DATE: 7/20/2026 BOC Meeting BATCH #: _____ LINE_____

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

Amendment # : 1 - F Fund Balance/ Addition # 1

INCREASE EXPENSE/REVENUE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-3981-9822	Trans-in	($146,253)	22-3931-0000	Fund Balance Approp	$146,253
10-5910-6313-0	Sales tax-School	$146,253	22-8168-9800-0	Trans-out (School Capital)	($146,253)
		$ -			$ -

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

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.D

Consideration and approval of the Purchase Order request for Republic Services, Inc. by the Polk County Landfill in the amount of $1,365,113.00 for trash hauling and disposal - Manager Pittman.

ATTACHMENTS

1. PO_for_Republic_Hauling_Waste_Solid_Waste

Solid Waste

PO Request

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: Travis Ballard

Created on: July 03, 2026

Status: Open

Case ID: 7afio697

Request Details

Completed by Travis Ballard on July 03, 2026 at 12:01 PM EDT

Requestor Name	tballard@polknc.gov
Department	51-4720 Solid Waste-Landfill
Is this a new vendor?	No
Specify fiscal year	FY 27
Specify PO Type	Open PO
Do you know the vendor number?	No
Vendor Name	REPUBLIC URLF
Account GL Line to Charge (00-0000-0000-0)	51-4720-4405-0

Solid Waste

Amount allocated *($00.00) If monthly, list the total for the year.*	$1,395,778.00/yearly $116,314.83/monthly
Description	LANDFILL EXPENSE
Funding Source	Other
Specify Funding Source	SOLID WASTE BUDGET

PO generation and review

Step to be completed by the finance department

Pending

Assign PO Number	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.E

Polk County Emergency Management - Bobby Arledge, Director.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.E.I

NC Emergency Management, State Centric Memorandum of Agreement.

ATTACHMENTS

1. 4827-0010 Draft MOA Polk Acquisition Grp. 1 Batch 1 State Centric

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

COUNTY OF POLK

MEMORANDUM OF AGREEMENT (MOA)

MOA#: 4827-0010
DPS Fund Code:4827DRNCP00000010
MOA Amount: $1,348,739.50

County: Polk
Tax ID/EIN#: 56-600333
FIPS#: 37149

MOA Period of Performance: See Section 22. Period of Agreement/Period of Performance.

This Memorandum of Agreement ("MOA" or "Agreement") is made by and between the **COUNTY OF POLK** ("County" or SUBRECIPIENT/SUBGRANTEE), and the **NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT** ("State" or "NCEM" or AGENCY/GRANTEE). For the purposes of this memorandum, the County of Polk will be referred to as "County" throughout this document and the North Carolina Department of Public Safety, Division of Emergency Management will be referred to as "State."

WHEREAS, the County of Polk completed the State Centric Election Form for all North Carolina Sub-Applicants (Subrecipients) and selected the Opt-In Section agreeing to participate in the State Centric Model this the 23rd day of April, 2026; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

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WHEREAS, the State and the County represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the State and the County do mutually agree as follows:

(1) SCOPE OF WORK

The State and County shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4827-0010**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

FEMA has also reviewed the Subrecipient Management Costs (SRMC) documentation for this project and has awarded SRMC in the amount of **$40,000.00** as noted in the table below. This amount reflects the first increment of SRMC. Subrecipient Management Costs must be implemented in accordance with the 2024 Hazard Mitigation Assistance Program and Policy Guide Part 13 B.

Project	SRMC Available (5%) *	SRMC Awarded	SRMC Remaining
4827-0010	$67,436,98	$40,000.00	$27,436.98

The "SRMC Available" amount listed above is the total amount that is available for the lifespan of the project and is based on the current approved Total Project Costs. The SRMC Available amount is subject to change based on cost underruns or cost overruns or property withdrawals. Properties that are withdrawn from the project after award will lessen the overall SRMC Available amount.

The "SRMC Awarded" amount reflects the SRMC Awarded at the time of the FEMA award for SRMC costs. This number is based on estimates that were provided to FEMA at the application stage. Upon request and justification from the County, the State can seek the release of additional "SRMC Remaining" funds for the County beyond the initial SRMC Awarded amount.

To receive any reimbursement of SRMC funds, whether designated Awarded, Available, or Remaining, the County must justify work ***actually performed through the submission of the reimbursement forms found in Attachment B to the State.*** *The County will submit Requests for Reimbursements (RFRs) through the designated submission platform (e.g., Salesforce, EM Grants) using the form found below in* ***Attachment B.***

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The State, on behalf of the County will acquire and demolish four (4) residential structures listed in the table below and return the land to green space. **The deed to the property will be transferred to the County of Polk with restrictions imposed for the site to remain as open space in perpetuity consistent with Title 44 of the Code of Federal Regulations (C.F.R.) §Part 80.**

The County will also be required to maintain the property in accordance with the floodplain management criteria of 44 C.F.R. §60.3 and to comply with any local or state ordinance requirements.

Site Locations:

	Address	City	State	ZIP	Latitude	Longitude
1.	3 Wall Road	Tryon	NC	28782	35.223129	-82.262258
2.	2741 Green River Cove Rd.	Saluda	NC	28773	35.265187	-82.320050
3.	3419 Green River Cove Rd.	Saluda	NC	28773	35.271183	-82.311194
4.	2863 Green River Cove Rd.	Saluda	NC	28773	35.266076	-82.318255

REST OF PAGE INTENTIONALLY BLANK

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(2) CONDITIONS

AGENCY/GRANTEE (State) shall:

1) Provide oversight to all contract work and be the initial point of contact for the County to obtain answers to questions on behalf of homeowners or local leadership (**See Attachment A**).

2) Process reimbursement requests for all billable time of the County. The State will provide support for filling out these requests in the form of providing documents and advice regarding the reimbursement process. If a reimbursement is returned for lack of information or documentation, Hazard Mitigation Section Project Managers (PM) will contact the designated County POC to discuss what is missing so corrections can be timely made and resubmitted for payment. The County must submit complete documentation acceptable to the State to receive reimbursement. Attached to this MOA are blank reimbursement forms for the County to submit their documentation to the State. **(Attachment B).**

3) Be available to meet with County leadership if any questions about the project need to be answered in a public forum. The County POC should notify the HM Project Manager as far in advance as possible so schedules can be worked out to attend County meetings. Acknowledgement of request/decision by HM to meet with County leadership will be communicated within 14 calendar days to County POC.

4) Coordinate contracts related to this project. The coordination of contracts will include the preparation, submission, review, and selection of contractors for each project. As part of these responsibilities, the State will review Cost Reports for invoices incurred and review and approve eligible expenses against project.

5) Set up and deliver the **Project Kick-Off** Meeting with the County and Contractor to review and receive feedback from the County on the project budget, project scope of work, project timelines/milestones, and associated roles and responsibilities between State, County, and Contractors. The State will deliver this meeting and County participation will be required.

6) Be available to answer any questions regarding the conditions and responsibilities of the County that are outlined in this Agreement. The role of the State, in addition to procurement-related and project management activities, is to be a resource for information and subject matter expertise.

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SUBRECIPIENT/SUBGRANTEE (COUNTY) shall:

1) Serve as point of contact with homeowners from application intake to project completion. County responsibilities will include communicating with homeowners about project progress and collecting the documents necessary for project success that may be required of the State and Contractor.

Specifically, some of the tasks of the County may include, but are not limited to:

- Assisting homeowners/property owners with the Homeowner Document Packet.
- Executing the duplication of benefits analysis with the homeowner and the collection of documents necessary to this analysis.
- Periodic phone calls/updates to the homeowner.
- Scheduling appointments for contractor visits to the home.
- Attending meetings regarding contract work **(See Attachment A).**

All of these and other related activities and the time spent must be documented on the SRMC forms in order to receive reimbursement. **(See Attachment B).**

In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. As noted above, the County shall perform a duplication of benefits analysis and notify the State of the existence of any insurance coverage for the costs identified in the approved project application, and of any other entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funds, Minimum Home Repair funds, and other Federal, State, and private funding. ***The State will provide a DOB spreadsheet to the County that will provide assistance in confirming the existence of FEMA, State, and NFIP funding to assist in the DOB analysis***. The County will be responsible for collecting documents from the homeowner to confirm or deny the proper use of all prior recovery funds. At the end of this process, the County will also be responsible for collecting a DOB affidavit from the homeowner.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Take part in all pre-construction, pre-project, and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project.

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The State may require additional reports as needed in order to complete the project before the end of the Period of Performance (POP) established by FEMA in the FEMA award letter. Such additional reports could include new and additional FEMA requirements. The County shall, as soon as possible, provide any additional reports or documentation requested by the State. The State contact will be the HM Project Manager for all reports and requests for reimbursement. In addition, the initial POP established in the FEMA Award letter may be extended. The State will notify the County by letter of any such extensions through communication to the Designated Agent.

4) The County shall be present at all acquisitions closings to take title and possession of the properties acquired in the project. The County shall maintain and utilize the properties in open space or other allowable and agreed upon conditions in perpetuity. The County shall ensure compliance with the deed restrictions and flood insurance requirements for the properties.

5) Submit SRMC reimbursement requests of billable hours spent conducting the above tasks to the State. Reimbursement requests will be made through the designated submission platform (e.g. Salesforce, EM Grants). The State will be available to assist with any questions about using the designated submission platform or reimbursements. Each reimbursement request at a minimum must include:

- County Point of Contact's (POC) Name
- Task Being charged for (to include property address)
- Rate for POC
- Number of hours being reimbursed

To receive SRMC funds under this agreement, the County shall complete the Designated Agent Form and forward it to the HM Project Manager. If the County designates different representatives or designated agents, the County shall notify the State within 30 calendar days of this change. If the new agent is not already listed on the current Designated Agent form as a Secondary Agent, the County will be required to fill out and provide an updated form.

6) A standardized form will be used in the submission for SRMC funds. The State has provided this form in **Attachment B**. The State can provide additional forms if the County requests.

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(3) BUDGET AND FUNDING

The State and County will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **4827-0010;**

Cost Center: 206659-0-0-6024-19h0000038
Budget Information Total/Total Project Costs: $1,348,739.50

**** Amount above does not include SRMC. SRMC amount is subject to change based on cost underruns or cost overruns or property withdrawals. HMGP funding shall only be used for those items specified in the Scope of Work referenced above.*

(4) COMPENSATION

The State will provide the Subrecipient Management Cost funds to the County as provided and allocated by FEMA in the Award Letter dated **April 6, 2026.** To receive SRMC funds, the County must justify time spent on the project by the submitting SRMC Cost Form **(Attachment B)** for the project tasks and awarded properties listed above. The County may submit this SRMC Cost Form every 30 days or whenever is most convenient to the County. The SRMC Cost Form must be submitted through the designated submission platform. SRMC funds are subject to change based on cost underruns or cost overruns or property withdrawals **(See Section 1).**

Any funds not expended by the end of the Period of Performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) DEOBLIGATION

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 C.F.R. 200.339, 200.345, 200.346, the State must disallow or de-obligate all remaining Subrecipient Management Cost funds at the end of the project's Period of Performance.

(6) REIMBURSEMENT

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) **"Conditions"**; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the County after receipt of properly completed Requests for Reimbursement through the designated submission platform **(See Attachment B).**

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(7) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The County and the State shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) MODIFICATION OF AGREEMENT

Either party may request modification of the provisions of this Agreement upon written mutual agreement of the Parties. Examples of such modifications may include but are not limited to changes in the Scope of Work, Cost, Period of Performance extensions, or extensions of this Agreement itself. These changes, which are mutually agreed upon, shall be valid only when agreed upon in writing by both parties.

(9) RECORD KEEPING AND AUDITS

All financial and programmatic records, supporting documents statistical records and other records of the State and County shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the State and County for **5 years** following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

> If any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

The County, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the State, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the State.

The County shall also provide the State with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

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(10) LIABILITY

(a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(b) Except as otherwise provided in subparagraph (c) below, the County shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, the County agrees that it is not an employee or agent of the State, but is an independent contractor.

(c) The County agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by the State or any other recipient or subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the State to make any further payment of funds hereunder shall, if the State so elects, terminate, and the State may at its option exercise any of its remedies set forth herein, but the State may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the County in this Agreement or any previous Agreement with the State shall at any time be false or misleading in any respect, or if the County shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the State and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

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2. If any reports required by this Agreement have not been submitted to the State or have been submitted with incorrect, incomplete, or insufficient information.
Note: If any reports required by this Agreement were not submitted or were submitted with incorrect, incomplete, or insufficient information and this failure was based on a reasonable reliance on information or guidance from the State that itself turned out to be incorrect and such reliance can be demonstrated, then this reliance and the resulting reports or lack thereof will not constitute an Event of Default under this Agreement.
3. If the County elects not to perform any of the work/conditions called for under this Agreement or perform in a timely manner;
4. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, DHS, FEMA, the N.C. General Assembly, or the Office of State Budget and Management; and
5. Additional conditions of default include but are not limited to misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, and refusal by the County to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

(b) **Termination for Cause.** Upon the happening of an Event of Default, the State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The County shall have ten (10) days from receipt of the Notice to Cure or unless a shorter time is determined by the State to be necessary. Upon written notice to the County and upon the County's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the State from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement for cause, provided that the County is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the Designated Agent and address listed below:

Bobby Arledge
Emergency Mgt. Director
P.O. Box 308
Columbus, NC 28722

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2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Exercise any other rights or remedies which may otherwise be available under law.

(c) **Termination For Convenience.** In addition to Termination for Cause, the State may terminate this Agreement at any time by providing thirty (30) days' notice in writing from the State to the County. If the Agreement is terminated by the State as provided in this Section, the State shall reimburse the County for those eligible items for which such option is exercised, less any payment or compensation previously made. The County will not be able to receive reimbursement for any eligible activities performed after the date of the notice in writing.

(d) Suspension or termination constitutes final State action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The County shall return funds to the State if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) Notwithstanding the above, the County shall not be relieved of liability to the State by virtue of any breach of Agreement by the County. The State may, to the extent authorized by law, withhold any payments to the County for purpose of set-off until such time as the exact amount of damages due the State from the County is determined.

(12) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the County, in the Application, in any subsequent submission or response to the State request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the State and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the State from all its obligations to the County. As noted above in Section 11(2), if any inaccurate information provided by the County is the result of a reliance on incorrect information provided by the State and such reliance can be demonstrated, then termination under this provision shall not apply.

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(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the State of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the State hereunder or affect the subsequent exercise of the same right or remedy by the State for any further or subsequent default by the County. Any power of approval or disapproval granted to the State under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

(a) If the County subcontracts any or all of the tasks or work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the State.

(b) The County agrees to include in the subcontract that the subcontractor shall hold the State and County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the County subcontracts work contemplated under this Agreement, a copy of the executed subcontract must be forwarded to the State within ten (10) days of execution of said subcontract.

(d) Contractual arrangement with other parties shall in no way relieve the County of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

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(15) STANDARD CONDITIONS

The State and the County agree to be bound by the following standard conditions:

(a) The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress, the Department of Homeland Security, and FEMA providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

(c) The State reserves the right to unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the County in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The County shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the County must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

SUBRECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

(2) Has not within a three-year period preceding this Agreement been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above;

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

(18) LEGAL AUTHORIZATION

The County certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The County also certifies that the undersigned possesses the authority to legally execute and bind the County to the terms of this Agreement.

(19) ATTACHMENTS

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

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

(c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

1. Attachment A	Agency and Subrecipient Conditions
2. Attachment B	Subrecipient Management Cost Form
3. Attachment C	Lobbying Prohibition/Certification
4. Attachment D	FEMA Required Contract Provisions, FEMA Rules and Regulations

(20) FEMA REQUIRED CONTRACT PROVISIONS

The County shall comply with the applicable FEMA Required Contract Provisions, attached as **Attachment D** and incorporated by reference into this Agreement as if fully set out herein.

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(21) HAZARD MITIGATION PLAN

If the County is a local governmental entity, the County shall complete, adopt, and, update -- if the County has not already -- an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 C.F.R. 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the State. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(22) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate 120 days after the expiration of the Period of Performance (POP). It may also be terminated earlier in accordance with the provisions of paragraphs (8), (11), (12) or (17) or the closeout of the project contemplated under this Agreement. This Agreement may be extended as necessary per Section 8. The POP expires on **August 25, 2030**.

The POP may be extended beyond the original date by extensions that the State may request, and FEMA may grant. **Subrecipient management costs incurred after the Period of Performance are not eligible for reimbursement.** If the initial POP is extended, the State will notify the County of such an extension prior to the expiration of the POP and will seek a Modification per Section 8 of this Agreement. If the original POP is not extended, the State will notify the County of the expiration of the POP. In the event the POP is not extended, the County will be required to submit all documents necessary for closeout contemplated under this Agreement within 30 days of the expiration of the POP. If documentation is not submitted within 30 days after the expiration of the POP, the County may forfeit the ability to receive reimbursements for subrecipient management costs.

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IN WITNESS WHEREOF, the AGENCY/GRANTEE and the SUBRECIPIENT/SUBGRANTEE have each executed this Agreement, on this day of _____.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

_____

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE_____

WITNESS:

_____

BY: _____
CAROLINE VALAND
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE_____

WITNESS:

_____

BY: _____
BOBBY ARLEDGE
EMERGENCY MGT. DIRECTOR
POLK COUNTY
FEDERAL EMPLOYER I.D. #56-600333
DATE_____

APPROVED AS TO PROCEDURES:

BY: _____
SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE_____

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CAROLINE VALAND, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: _____
WILL POLK
DEPUTY GENERAL COUNSEL

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ATTACHMENT A: AGENCY AND SUBRECIPIENT CONDITIONS

State Centric Model Agency & Subrecipient Obligations (Opt-In)			
Project Phase	**Agency / State**	**Subrecipient / County**	**Contractor / Vendor**
Project Development Phase	• Application is built and submitted to FEMA as Applicant and Counties are Subrecipients.	• Conduct intake/nominate properties.	• N/A
FEMA Award Letter Received	• Contracts set up and bid out. • MOA prepared and submitted to County for review and signature.	• Coordinate with homeowners to answer questions, identify withdrawals, collect documents, and other information needed for project success.	• Responds to bid requests. • Signs BAFO. • Contracts directly with State.
Project Management	• Project Managers conduct kick-off meeting and additional meetings to support the project. • Provide oversight to all contract work and be the initial point of contact for the County to obtain answers to questions on behalf of homeowners or local leadership. • Perform periodic QA/QC inspections.	• Coordinate with Contractors to administer needed permits and DOT requirements, needed for project success. • Participate in all scheduled meetings with State and Contractor. • Coordinate with homeowners to provide information on Contractor visits and answer other project-related questions. • Submit SRMC reimbursement request as needed.	• Requests needed permits for project completion from County. • Begin work and meet timeline quotas.
Project Completion	• Work completion verified. • Additional QA/QC inspections performed if needed.	• Be present for all closings and ensure deed restriction compliance.	• Notify State of work completion.
Request for Reimbursement / Request for Subrecipient Management Costs (SRMC)	• Requests for Reimbursement are received and processed. • Requests for SRMC are received and processed.	• Submit any remaining requests for reimbursement to the State for charges incurred during project. Counties will produce (by deadline) reports, receipts, and other documents requested by State.	• Submit request for payment to the State.
Closeout Phase/Post-Closeout	• Verify work/receipts and reimburses County. • Contractors are paid directly by the State. • State closes out project.	• Payment received for SRMC. • After project completion and closeout, the County shall ensure compliance with 44 C.F.R. 60.3 and Part 80.	• Payment received.

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ATTACHMENT B: SUBRECIPIENT MANAGEMENT COSTS FORM

Project #: _____ COUNTY: _____ Modification #: N/A

Applicant Name: _____

Project Title: _____

Point of Contact

Name: _____ Title: _____

Agency: _____ Address: _____

Phone: _____ Email: _____

Current Federal Share Amount: $ - Cost Share Percentage: _____

Total Project Costs	
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	

Subrecipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/Hours = Hourly Rate)

Position	Base Rate	Fringe %					Total Rate	Hours	Costs
		FICA	Health Insurance	Life Insurance	Retirement	Other			
							$-		$-
							$-		$-
							$-		$-
							$-		$-
Pre-Award							$-		$-
Estimated Subtotal:									$-

Narrative:

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		$ -

Narrative:

C. Indirect Costs * Must have a federally approved indirect cost rate. Must attach letter from Cognizant Agency.

Description	Base	Rate	Costs
	$ -		$ -
Estimated Subtotal:			$ -

Narrative:

Total Estimated Subrecipient Management Cost Request: $ -

Maximum amount that can be claimed (5%)

If negative, adjust budget above by amount shown

Pre-award Subrecipient Management Cost is requested in the amount of:

Pre-award activities were performed by (Position(s) or Company):

Estimated Start Date:

Please select an option below:

☐ Solicitation, review, and processing of Subapplications and subawards

☐ Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Strategic Funds Management (SFM) - Subrecipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC			
Year 1	**Year 2**	**Year 3**	**Total Estimated SRMC**
			$ -

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign

☐ Our organization is declining the use of SRMC funding for the referenced project.
**Authorized Agent must sign for declining funds

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 C.F.R. 200) have been met.

Name: _____ Authorization: _____

Title: _____

Signature: _____ Date: _____

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ATTACHMENT C : CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The SUBRECIPIENT/SUBGRANTEE's authorized official, **Bobby Arledge,** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of SUBRECIPIENT/SUBGRANTEE's Authorized Official

Bobby Arledge, Emergency Mgt. Director
Name and Title of SUBRECIPIENT/SUBGRANTEE's Authorized Official

_____
Date

ATTACHMENT D: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 C.F.R. Part 200, Appendix II)

To the extent applicable, the following are the requirements that SUBRECIPIENT/SUBGRANTEE must agree to in order to be awarded any funds under this Agreement.

1. **No Governmental Non-Competes.** SUBRECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in SUBRECIPIENT/SUBGRANTEE's Agreement that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Agreement. By executing this Agreement, the SUBRECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring**. SUBRECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this agreement relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** Upon the happening of an Event of Default, AGENCY/GRANTEE shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The SUBRECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or unless a shorter time is determined by the AGENCY/GRANTEE to be necessary. The AGENCY/GRANTEE shall effect termination according to the following procedure: any longer period that is set forth in the Notice to Cure to cure the default. Upon written notice to the County and upon the County's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the State from pursuing any other remedies contained herein or otherwise provided at law or in equity:
    a. Terminate this Agreement for Cause, provided that the County is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the Designated Agent.
    b. Commence an appropriate legal or equitable action to enforce performance of this Agreement
    c. Withhold or suspend payment of all or any part of a request for payment
    d. Exercise any other rights or remedies which may otherwise be available under law
4. **Termination For Convenience.** The AGENCY/GRANTEE may terminate this Agreement at any time by providing thirty (30) days' notice in writing from the AGENCY/GRANTEE to the SUBRECIPIENT/SUBGRANTEE. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made. SUBRECIPIENT/SUBGRANTEE will not be able to receive reimbursement for any eligible activities performed after the date of the notice in writing.
5. **Funding Contingency.** The Agreement may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Agreement awarded, the State is under no obligation to make any payments to the SUBRECIPIENT/SUBGRANTEE.

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6. **Equal Employment Opportunity**. During the performance of this Agreement, the SUBRECIPIENT/SUBGRANTEE agrees as follows:
   a. The SUBRECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   b. The SUBRECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   c. The SUBRECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT/SUBGRANTEE's legal duty to furnish information.
   d. The SUBRECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT/SUBGRANTEE's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   e. The SUBRECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
   f. The SUBRECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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g. In the event of the SUBRECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The SUBRECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or SUBRECIPIENT/SUBGRANTEE. The SUBRECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or SUBRECIPIENT/ SUBGRANTEE as a result of such direction by the administering agency, the SUBRECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of SUBRECIPIENT/SUBGRANTEE and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a SUBRECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon SUBRECIPIENT/ SUBGRANTEE and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received

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from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **Anti-Discrimination**. SUBRECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.
8. **Debarment and Suspension.**
   a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the SUBRECIPIENT/SUBGRANTEE is required to verify that none of the SUBRECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   b. The SUBRECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   c. This certification is a material representation of fact relied upon by State. If it is later determined that the SUBRECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
   d. The SUBRECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The SUBRECIPIENT/SUBGRANTEE further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).
   SUBRECIPIENT/SUBGRANTEE's who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
   Required Certification. If applicable, RECIPIENTS/SUBGRANTEE must sign and submit to the SUBRECIPIENT/SUBGRANTEE the certification in Attachment C.

10. **Access to Records**. The following access to records requirements apply to this Agreement:
    a. The SUBRECIPIENT/SUBGRANTEE agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT/SUBGRANTEE which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
    b. The SUBRECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    c. The SUBRECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
    d. In compliance with the Disaster Recovery Act of 2018, State and the SUBRECIPIENT/SUBGRANTEE acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
    e. SUBRECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of SUBRECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.
11. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
12. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
13. **Personnel.** SUBRECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Agreement. Such personnel shall not be employees of NCEM or have any direct contractual relationship with NCEM that provides direct support to HMGP programs providing comparable services. All of the work contemplated in this Agreement will be performed by SUBRECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Agreement.
14. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** SUBRECIPIENT/SUBGRANTEE represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
15. **Program Fraud and False or Fraudulent Statements or Related Acts.** SUBRECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.

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16. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the Agreement.
17. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The SUBRECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
18. **DHS Seal, Logo, and Flags.** The SUBRECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
19. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
    a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
    b. Prohibitions.
        i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
        ii. Unless an exception in paragraph (c) of this clause applies, the SUBRECIPIENT/SUBGRANTEE and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
            1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
            2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
            3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
            4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit RECIPIENT/SUBGRNATEE and its sub-contractors from providing—

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1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to;

1. Covered telecommunications equipment or services that:
   a. Are not used as a substantial or essential component of any system; and
   b. Are not used as critical technology of any system
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the RECIPIENT/SUBGRNATEE or its sub-contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the RECIPIENT/SUBGRATEE or subcontractor is notified of such by a subcontractor at any tier or by any other source, the subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The SUBRECIPIENT/SUBGRANTEE shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

e. *Subcontracts.* The SUBRECIPIENT/SUBGRANTEE shall insert the substance of this clause, including this paragraph (e), in all contracts, subcontracts, and other contractual instruments.

20. **System For Awards Management**. SUBRECIPIENT/SUBGRANTEE shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that subcontractors have not been suspended or debarred from doing business with federal or State government.

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21. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see www.dhs.gov/publications/dhs-standard-terms-and-conditions.
22. **Termination for Unavailable Funding.** The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to AGENCY/GRANTEE to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to AGENCY/GRANTEE for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party.
23. **Iran Divestment Act Certification.** SUBRECIPIENT/SUBGRANTEE certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), SUBRECIPIENT/SUBGRANTEE shall not utilize in the performance of the Agreement any contractor or subcontractor that is identified on the Final Divestment List.
24. **Client Data and Other Sensitive Information.** SUBRECIPIENT/SUBGRANTEE must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
25. **Funding Contingency.** The Agreement may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Agreement awarded, the State is under no obligation to make any payments to the SUBRECIPIENT/ SUBGRANTEE.

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BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.E.II

Flood Gauge Project - Green Stream Products and Services.

ATTACHMENTS

1. FloodGauge_Project

Green Stream

Quotation Q01445

Date: 06/16/2026

Due date:

Customer: Polk County

Reference: GRANT sensor draft

Delivery terms:

Vendor: Green Stream Technologies, Inc.

Address: 12339 Wake Union Church Road
Suite 104
Wake Forest NC 27587
United States

Phone: +1 (844) 499-8880

Website: www.greenstream.com

E-mail: accounting@greenstream.com

Tax/VAT number: 82-1005293

	Part #	Part description	Quantity	Price per UoM	Subtotal	Tax
1	01-100 TS30-IMT	KIT Water Level TS30-IMT 5 water level sensors with satellite service	5 Each	USD 3,560.00	USD 17,800.00	
2	01-052 MA-Con-8	Mount Concrete Drill-in, 8 ft Mast for water level sensors	5 Each	USD 490.00	USD 2,450.00	
3	01-052 MA-ARM-U	Mount Arm Assembly, for ultrasonic for water level sensors	5 Each	USD 155.00	USD 775.00	
4	02-010 SV-INS	Field Service Installation 5 installations: $1500 Mileage: 550 miles - $550 Travel time: 8 hours - $2000 Hotel: $250 MIE: $70	1 Each	USD 3,420.00	USD 3,420.00	
5	02-050 TRAFNIGHT	Traffic Control Traffic control services may be needed. or the county may be able to manage the traffic control.	1 Each	USD 1,500.00	USD 1,500.00	
6	02-050 SURV	Elevation Survey NCEM may be willing to do the elevation surveys	5 Each	USD 1,500.00	USD 7,500.00	

Sent via MRPeasy.com

		free of charge in which case this can be removed.			
7	02-020 ENG-AWS-SETUP 1 VDEM	Cloud Tier 1, One Time Setup, VDEM	1 Each	USD 265.00	USD 265.00
8	03 SUB-AWS 1	Cloud Tier 1, Annual Platform Fee Yearly	1 Each	USD 990.00	USD 990.00
9	03 SUB-ISBD 1	Cloud Tier 1, Iridium 15 Min Report Rate Yearly	5 Per Device	USD 1,200.00	USD 6,000.00
10	03 SUB-CONT 1	Cloud Tier 1 Contrail Yearly	5 Per Device	USD 32.00	USD 160.00
11	04 SUB-MAI 2	Maintenance Plan 2 This is our Tier 2 maintenance plan that includes an annual maintenance visit. Incidental repairs are charged at a reduced rate 5 devices @ 479 = $2395 Mileage: 550 miles - $550 Travel time: 8 hours - $2000 Hotel: $250 M/E: $70	1 Per Device	USD 5,265.00	USD 5,265.00
	Total:				USD 46,125.00

Green Stream

Products and Services

Green Stream Technologies, Inc.

TABLE OF CONTENTS

INTRODUCTION **3**
SYSTEM OVERVIEW **3**
SENSORS 4
Water Level Sensors 4
Precipitation Sensor 6
Weather Station 7
TELEMETRY 8
CorboTM Platform Capabilities 8
Communications Options 8
Power System 8
Mount Solutions 9
CLOUD SERVICES **10**
PLATFORM 10
COMMUNICATIONS 10
CLOUD SERVICE PLANS 11
FIELD SERVICES AND SUPPORT **12**
PRE-INSTALLATION SITE EVALUATION 12
Permitting Support 12
Installation 12
Traffic Control 12
Elevation Survey 12
Warranty 13
Maintenance Plans 13
CONTACT US **14**

INTRODUCTION

Green Stream is an environmental IoT company providing complete flood and weather monitoring systems—from sensors to communications to cloud software and field services.

Our systems deliver real-time, actionable data on water levels and weather conditions, enabling emergency managers, public works teams, and researchers to make informed decisions that protect infrastructure and public safety.

SYSTEM OVERVIEW

Green Stream delivers a fully integrated solution.

SENSORS	TELEMETRY	CLOUD PLATFORM	FIELD SERVICES
• Water level • Precipitation • Weather	• CORBO™ environmental telemetry platform • Autonomous power: battery + solar • Reliable communications: multi-carrier LTE or Iridium satellite • Ruggedized for tough weather • Mount solutions	• Secure SOC-2 platform • Processing and storage • Real-time dashboard for situational awareness • Device & network health monitoring • Alerts & notifications • Report intervals 5 or 15 minutes • APIs • Integrations	• Site studies • Installation • Elevation survey • Traffic control • Project coordination • Technician training • Stakeholder training • Virtual support

SENSORS

Green Stream supports a range of environmental sensors to monitor flooding and early warning conditions leading to flooding. All sensors work with the CORBO Environmental Transceiver.

WATER LEVEL	PRECIPITATION	WEATHER
• Non-contact ultrasonic and radar sensors • Mounted above waterways (bridges, docks, posts) • Range options from 20 ft to 98 ft depending on site conditions	• Radar-based disdrometer (no moving parts) • Measures intensity, accumulation, and precipitation type	• Wind speed and direction • Temperature, humidity, barometric pressure • Integrated precipitation measurement

Water Level Sensors

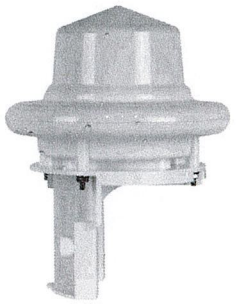
Green Stream utilizes non-contact sensors to measure water levels of streams, rivers, lakes, reservoirs. Non-contact sensors are mounted perpendicularly above the area to be monitored (typically from a bridge, culvert, dock, or pier). They measure the distance from the sensor to the surface below by sending out a pulse and measuring the amount of time it takes for the pulse to bounce back. A simple mathematical calculation converts the distance reading into a water level value. Green Stream offers a variety of sensor models, all of which are compatible with its system.

Water Level Sensors

Model	Short Range 20'	Medium Range 33'	Long Range 65'	Longest Range 98'
				
Sensor Model	**ToughSonic TS30**	**ToughSonic TS50**	**VEGAPULS C21**	**VEGAPULS C23**
Type	ultrasonic	ultrasonic	radar	radar
Range	0.8 - 20 ft	1 - 33 ft	1 - 65 ft	1 - 98 ft
Battery Voltage	12-24V	12-24V	12-35V	12-35V
Weight	1.2 lbs	1.4 lbs	1.5 lbs	1.5 lbs
IP rating	IP68	IP68	IP68	IP68
Appli-cations	Docks, culverts, low bridges	Medium height bridges	Higher bridges, sites with interference: wind, waves, noise, mist, some vegetation	Very high bridges, sites with interference: wind, waves, noise, mist, some vegetation

Precipitation Sensor

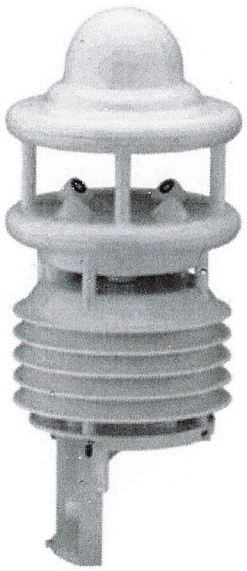
The Lufft WS-100 is a radar-based disdrometer. It has no moving parts and requires far less maintenance than a traditional tipping bucket rain gauge. It measures not only the intensity and accumulation of precipitation, but can also indicate the type of precipitation that is falling.



Sensor Model	**Lufft WS-100**
Type	24GHz doppler radar
Heating	included
Types of precip detected	Rain, snow, sleet, freezing rain, hail, drizzle
Measurements returned	Precipitation intensity up to 200mm/hr Droplet size 0.3 to 5mm Particle velocity up to 15.5 m/s Solid precipitation 5.1 to 30mm
Power needs	1.5mA standby, 15mA in operation, 750mA when heater is on
Resolution	0.01 / 0.1 / 0.2 / 0.5 / 1.0mm
Accuracy	0.16mm or 10% of measured value up to 200mm/hr
Weight	1.35 lbs
IP Rating	IP66

Weather Station

The Lufft WS-600 provides atmospheric data such as wind speed and direction, temperature, humidity, and barometric pressure. It also features integrated precipitation measurement.



Sensor Model	**Lufft WS-600**
Type	Ultrasonic/Wind, NTC/T, Capacitive/RH, MEMS capacitive/Pressure, 24 GHz Doppler radar/Precipitation
Heating	included
Types of precip detected	Rain, snow, sleet, freezing rain, hail, drizzle
Measurements returned	All precipitation plus wind speed and direction, relative humidity, air temperature, barometric pressure
Power needs	1.5mA standby, 15mA in operation, 750mA when heater is on
Resolution	0.01 / 0.1 / 0.2 / 0.5 / 1.0mm
Accuracy	0.16mm or 10% of measured value up to 200mm/hr
Weight	1.35 lbs
IP Rating	IP66

TELEMETRY

At the core of every environmental monitoring station is Green Stream's Corbo™ environmental transceiver. The Corbo is a rugged telemetry and power platform that:

- Powers and regulates connected sensors
- Collects and processes environmental data
- Transmits data to the cloud
- Supports two-way communication, configuration, and OTA updates

Reporting intervals are user-defined, typically ranging from 5 minutes to 15 minutes depending on application.

Corbo™ Platform Capabilities

- Proprietary Green Stream electronics (modular architecture)
- Two-way communications (command, configuration, OTA updates)
- User-defined reporting intervals (as frequent as every 5 minutes)
- Sensor power management and regulation
- Device health monitoring
- Autonomous solar-powered operation
- Designed for unattended outdoor deployment
- Ruggedized, tamper-resistant enclosure with NEMA4 and IP68 ratings

Communications Options

Corbo is available in multiple communication configurations to match site conditions.

Corbo LTE (Cellular)

- Multi-carrier LTE Cat M1 (AT&T, Verizon, T-Mobile)
- Automatic carrier failover via eSIM
- Best for areas with reliable cellular coverage
- Smaller power consumption and enclosure footprint

Corbo Iridium (Satellite)

- Global Iridium satellite communications
- Best for remote or low-connectivity environments

Power System

All Corbo systems are designed for autonomous field operation:

- Primary power: onboard rechargeable 12V battery.
    - Field-replaceable batteries
    - Lifespan 2–5 years depending on usage
- Charging: external 20W-35W 12V solar panel (continuous daytime charging)
- Integrated charge control and low-power optimization

Mount Solutions

Green Stream offers standardized mount solutions that adapt to different types of bridge railing, culverts, dock pilings, piers, or fenceposts. All mounts are made of materials appropriate for outdoor weather and coastal environments.

CLOUD SERVICES

Cloud Services include Green Stream's SaaS Platform, communication, and data services. Integrations and enhancements are also available upon request.

Platform

Green Stream hosts sensor data on its secure AWS Cloud Platform.

- Provides real-time telemetry ingestion, processing, storage and access
- Two-way communication for remote configuration and control of edge devices: firmware and security updates, bug fixes, features and optimizations from the cloud
- Secure: SOC-2 Type II certified infrastructure and processes, with annual security audit and penetration test, based on NIST 800-53 security framework
- Data visualization: Includes intuitive real-time dashboard for time series data access and visualization, constantly monitor network and conditions in the field. Includes historical graphs and data download. Simple and easy to read for operational personnel
- API: real-time data fed to SECOORA's scientific platform
- Optional integrations
    - NWS integration: direct to NWS via the federal SHEF code system
    - Contrail integration: API to AEM's Contrail platform
- Features in development (2026)
    - Network management console for site configuration, fleet oversight and maintenance
    - Custom notifications and alerts
    - Variable report rates

Communications

Green Stream provides real-time, near zero latency, encrypted, end-to-end communications from monitoring stations to the cloud platform.

Cloud Service Plans

Plan	Tier 1: Basic	Tier 2: Pro	Tier 3: Enterprise
Dashboard and Console	Basic features	Enhanced Features	Full features plus priority service support
Instance	Pooled	Pooled	Private, with community hosting capability
Security	Basic	Basic	Enhanced, with compliance and performance reporting
Create and manage user accounts	Up to 3 users	Up to 7 users	Up to 15 users
Alerts by text, email	Up to 5 recipients	Up to 15 recipients	Up to 50 recipients
Online data storage	Up to 3 months	Up to 6 months	Up to 12 months
Deep storage	Up to 10 GB	Up to 200 GB	Up to 1 TB
Communications	LTE or Iridium	LTE or Iridium	LTE, Iridium or GOES
Integration Options	n/a	NWS, Contrail	NWS, Contrail
Training Options	n/a	On request	On request
Customization Options	n/a	On request	On request

FIELD SERVICES AND SUPPORT

Green Stream provides on-site services in Virginia, North Carolina, and South Carolina. Green Stream will provide instructions and advice for customers outside of its service area.

Pre-Installation and Site Evaluation

Since gauge performance is impacted by environmental factors, strategic siting of a gauge is critical before deployment. A Green Stream technician will visit each of the flood gauging sites proposed by the Customer and complete a 6-point site evaluation to determine the site's viability and ideal orientation of equipment. We assess:

1. Sensor needs & viability
2. Solar exposure
3. Signal strength, quality & carrier
4. Structure on which sensor is to be installed and mount hardware needs
5. Safety concerns at site, e.g. need for traffic control
6. Susceptibility to environmental damage or obstruction

Permitting Support

Green Stream provides support documentation and drawings for permit applications.

Installation

Green Stream provides professional installation services within its service area. Alternatively, we can guide you or your contractor to conduct installation.

Traffic Control

If traffic control is needed, Green Stream can organize with a qualified subcontractor.

Elevation Survey

An elevation survey is typically taken following installation of a sensor to determine the NAVD88 elevation of the sensor needed to report the elevation of the water. If needed, Green Stream can organize with a local qualified land surveyor.

Project Coordination

For larger projects, Green Stream takes care of project coordination, leads implementation, and keeps you informed of progress.

Warranty

Green Stream offers a one-year warranty against defects for equipment of its own manufacture. The original manufacturer's warranty applies for all third party equipment.

Maintenance Plans

Green Stream offers maintenance plans to fit every budget, from DIY and pay-as-you-go repairs to full service.

Plan	Tier 1: DIY	Tier 2: Assisted	Tier 3: Full Service
Best if	*You have a skilled technician team*	*You have staff with some technical skills*	*Gauge network is mission-critical and uptime performance is important*
Gauge network performance monitoring	DIY	DIY	Green Stream, target 95% network uptime
Annual preventative maintenance visit	DIY	Green Stream technician	Green Stream technician
In case of outage or data errors	DIY Green Stream will assist at reduced cost if needed	Troubleshoot first. Green Stream will assist at reduced cost if needed	Green Stream will investigate and repair outages/errors.
Technical Support	Documentation 5-day email response	Documentation, plus remote support 3-day email response	Documentation, support tickets and ticket tracking Same day email and phone response

CONTACT US

Contact us to discuss your environmental monitoring project, and get a quote for the solution that fits your needs.

Green Stream Technologies, Inc.

12339 Wake Union Church Road Suite #104

Wake Forest NC 27587

www.greenstream.com

info@greenstream.com

(844) 449 8880

ESTIMATE

Distinctive AFWS Designs, Inc.
10 Poplar Ridge Dr
Leicester, NC 28748

info@ddi.eco
+1 (828) 683-1566
www.ddi.eco

Bill to
Bobby Arledge
Polk County Emergency Management
40 Courthouse St.
PO Box 308
Columbus, NC 28722

Estimate details
Estimate no.: 26119
Estimate date: 06/23/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Stream Gauge Station (Radar)**	Cellular, Installed, and reporting to State Contrail	5	$15,470.00	$77,350.00
2.	**Rain Gauge Station**	Add-on to # 1 Above	2	$2,125.00	$4,250.00

Subtotal	$81,600.00
Sales tax	$5,712.00
Total	**$87,312.00**

Accepted date

Accepted by

Pos.	Item no./Description	Quantity	Unit of Measure	Price/each	Total
1	MON11_BTBRGS13001TXX TB3/0.01/T - TB3 SYPHONIC RAIN GAUGE 0.01 INCH WITH TEFLON IMPREGNATED POLYMER BUCKET	5.00	Piece	1,265.00	6,325.00
2	MON31_BHQUNTEDGEL20X HyQuant Edge L20 Radar Level Sensor LTE-M/NB-IoT Base Unit HyQuant Edge HyQuant Edge L20 Radar Water Level Monitoring System - 60 GHz radar water level sensor - Water level measurement range: 0.1 m ... 20 m - With integrated logger and IP modem - Logger memory: 4 GB - Communication and interfaces: LTE Cat-M1, NB-IoT, Wi-Fi - Protocols: MQTTS, HTTPS, SFTP (TLS-secured) - 10 m cable, mounting bracket, torx, Wi-Fi activation magnet - FAT document and Quick Installation Guide	3.00	Piece	2,758.00	8,274.00
3	MON23_SMATRSC071X21X SC071-21 - BATTERY LITHIUM 18650 SIZE 2900mAh 3.6V protected Type18650,min 2900 mAh, protected,button top style Requires that Customer provides 6x 3.6 V DC - 2900 ... 3800 mAh; all 6 LI cells must have the same capacity! Type 18560 type selection: • circuit protection: protected • battery version: button top	3.00	Piece	34.00	102.00
4	MON21_BIR35S11IR0000 iRIS 350 FX SAT - Data Logger w/ Iridium Satellite Modem Base Unit iRIS iRIS 350FX Wireless IP Data Logger - Model: Iridium Satellite - local comms: serial RS-232 - I/O: 4x analog (16 bit) in, 2x digital I/O, 2x digital in, 1x analogue excitation out, SDI-12 - Modbus RTU - housing: powder-coated die cast aluminium, IP65 - op.temp. range: -40...+70 °C NOT INCLUDED: Iridium card, antenna, int. battery, recurring Iridium transmission costs.	2.00	Piece	4,278.00	8,556.00
5	MON23_SMATRSC043X296 SC043-296 - 6M Iridium satellite antenna cable	2.00	Piece	500.00	1,000.00
6	MON21_SMATRSCMIS8033 COMP-MISC-8033 IRIDIUM 9602	2.00	Piece	10,200.00	20,400.00
7	MON31_SGPCSS1H4201XX HS40S201 - MILD STEEL HS40 ENCLOSURE PAINTED FULL GLOSS OYSTER RAL7035W 1.6MM THICK REV.2	2.00	Piece	8,250.00	16,500.00
8	MON31_BWTRLEVGAXXXXX MON31-GenArt - WTR LVL 3rd Party Component (project) GenArt MON31 Installation and field services for 5 cell and satellite sites. would include traffic control if needed	5.00	Piece	9,675.00	48,375.00

Total USD	**109,532.00**

Payment Terms 10 days net

All prices are exclusive of the statutory value added tax at the time of invoicing.

Quote valid until 7/25/2026

Delivery only with extended and expanded retention of title.

Please note that minor rounding differences may occur between the unit price and the total sales price due to system-based calculations using five decimal places.

Shipping = FOB Lake Worth, FL

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 7.F

State Cashflow Loans for Disaster Response Activities to Local Governments Resolution and Amendment - Sonya Ayers, Finance Director.

ATTACHMENTS

1. State_Cashflow_Loans_Amend_Agrmt
2. State_Cashflow_Loans_Amend_Resolution
3. State_Cashflow_Loans_Amend_Promissory_Note

AMENDMENT TO LOAN AGREEMENT(S)
STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE COUNTY OF POLK, NORTH CAROLINA

This Amendment ("Amendment") is entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the County of Polk, North Carolina ("RECIPIENT"), collectively referred to as the "Parties."

1. Purpose

This Amendment modifies one or more existing loan agreements between the Parties under the State's Cashflow Loan Program for disaster response activities authorized by Section 4E.5 of Session Law 2024-53, as amended by Section 1F.1 of Session Law 2024-57 and Section 1.3 of Session Law 2025-97 (collectively, the "Authorizing Acts").

This Amendment applies to the following loan(s), as applicable:

☑ Round 1

Loan Date	April 4, 2025
Original Loan Amount	$1,654,938.58

☑ Round 2

Loan Date	July 2, 2025
Original Loan Amount	$1,092,017.52

☑ Round 3

Loan Date	September 19, 2025
Original Loan Amount	$911,230.46

If a loan is listed above, this Amendment modifies the corresponding agreement.

2. Certification of Eligibility

Prior to the modification of repayment terms, the RECIPIENT certifies that it qualifies as an "eligible community" under Section 1.3(b) of Session Law 2025-97. Specifically, the RECIPIENT affirms that it meets one or more of the following criteria:

- It is an affected city with a population of 10,000 or fewer and a preliminary damage estimate exceeding 100% of its FY 2024–2025 budget;
- It is an affected county with a population of 25,000 or fewer based on the 2023 Certified County Population Estimates from the State Demographer and a preliminary damage estimate exceeding 50% of its FY 2024–2025 budget;
- It is an affected county with an unincorporated area that suffered catastrophic damage qualifying for FEMA Public Assistance Categories C through G.

The RECIPIENT further certifies that all loan funds will be used in accordance with the requirements of Section 1.3(e) of Session Law 2025-97 and that it will comply with all applicable reporting obligations under Section 4.1(g) of Session Law 2025-2.

---

3. Modified Repayment Terms

The repayment schedule for each applicable loan is amended as follows:

The RECIPIENT shall repay the full loan amount in accordance with the terms of this Agreement. However, no repayment shall be due until the latest of the following events has occurred:
(a) June 30, 2030;
(b) the final declination of FEMA coverage or reimbursement; or
(c) the receipt of FEMA reimbursement funds.

Once the latest of these events has occurred, the full outstanding balance of the loan shall be repaid in accordance with a schedule to be determined by NCDST, unless otherwise amended in writing.

This provision supersedes any prior repayment schedule or final repayment deadline in the original agreement(s).

---

4. Program Modifications

In accordance with the Authorizing Acts:

- All loans covered by this Amendment shall remain interest-free.
- Loans are administered by NCDST and are not subject to approval by the Local Government Commission.
- If a county applies for a loan for an unincorporated area, funds must be used exclusively within that area.

- RECIPIENT shall comply with the allocation reporting requirements set forth in Section 4.1(g) of Session Law 2025-2.

5. Effectiveness

This Amendment shall become effective upon execution by both Parties and shall be deemed incorporated into each applicable loan agreement. All other terms of the original agreement(s) remain in full force and effect unless expressly modified herein.

6. Authorized Signature Warranty

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

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

COUNTY OF POLK, NORTH CAROLINA

Donya J. Ayers 7/20/2026

Finance Officer Signature Date

Authorizing Official Date

Printed Name Job Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

Authorizing Official Date

Printed Name Job Title

ATTACHMENT A

RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT(S) AND PROMISSORY NOTE(S)

WITNESSETH:

WHEREAS, in connection with the State of North Carolina Cashflow Loan Program (the "Loan Program") authorized by the Disaster Recovery Act of 2024, Session Law 2024-53, as amended by Session Law 2024-57 and Session Law 2025-97, the North Carolina Department of State Treasurer has worked in coordination with the North Carolina Department of Public Safety–Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to administer cashflow loans to assist local governments affected by Hurricane Helene; and

WHEREAS, local governments participating in the Loan Program are required to execute one or more Cashflow Loan Agreements and Promissory Notes with the State of North Carolina, by and through the North Carolina Department of State Treasurer; and

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

1. That the Cashflow Loan Agreement(s) and Promissory Note(s) provided by the North Carolina Department of State Treasurer to the County of Polk are hereby ratified and confirmed.
2. That the amendment to such Cashflow Loan Agreement(s) and Promissory Note(s) provided to the County of Polk that implements the repayment terms and program modifications set forth in Session Law 2025-97 is hereby approved.
3. That the [Manager/Clerk/Authorized Representative] is authorized to execute the proposed amendment and related note(s) (or those substantially equivalent thereto), and to take such other actions as necessary to receive and administer disaster recovery loan funding from the State of North Carolina.

Adopted this the _____ day of _____, **2026**

COUNTY OF POLK, NORTH CAROLINA

AUTHORIZED BY	ATTEST
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title (Mayor/ Commissioner/ Authorized Representative)	Title (Clerk/ Authorized Representative)

ATTACHMENT B

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

PROMISSORY NOTE

This Promissory Note is issued by the County of Polk, North Carolina ("BORROWER"), in favor of the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State"), in connection with one or more loan agreements under the State Cashflow Loan Program for disaster response activities.

This Note applies to the following loan(s), as applicable:

☑ Round 1

Loan Date	April 4, 2025
Original Loan Amount	$1,654,938.58

☑ Round 2

Loan Date	July 2, 2025
Original Loan Amount	$1,092,017.52

☑ Round 3

Loan Date	September 19, 2025
Original Loan Amount	$911,230.46

The BORROWER DOES HEREBY unconditionally promise to pay to the State the full outstanding balance of the loan(s) listed above, in accordance with the related loan agreement(s), as amended.

As set forth in the applicable amendment(s), the BORROWER shall repay the full outstanding balance of the loan(s), but no repayment shall be due until the latest of the following events has occurred:

- June 30, 2030;
- The final declination of FEMA coverage or reimbursement; or
- The receipt of FEMA reimbursement funds.

Once the latest of these events has occurred, the full outstanding balance shall be repaid in accordance with a schedule to be determined by the State, unless otherwise amended in writing.

Payment instructions will follow from the State or its agent.

This Promissory Note and the related loan agreement(s) were duly authorized by action of the BORROWER's governing body at a meeting duly held on _____.

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

COUNTY OF POLK, NORTH CAROLINA

Sonya J. Ayers

Finance Officer Signature

Authorized Official Signature

[Name and Title]

[Seal]

Signature

[Name and Title – Should Be Clerk]

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 9.A

Agricultural Advisory Board - There is one vacancy and one applicant; Sofia Lilly.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 9.B

Economic & Tourism Development Commission - There are three vacancies and one applicant; Katie Biel.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 9.C

Fire Rescue Advisory Committee (FRAC) There are seven vacancies, and three applicants; Cynthia Fowler, Jeremy Gregg, and Pat Linnon.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 9.D

Health and Human Services Agency (HHSA) - There are eight vacancies, and one applicant; Christine Davis.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 9.E

Recycling Advisory Board - There are three vacancies and one applicant; Pat Linnon.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 11.A

Motion to go into closed session for the purpose of Attorney-Client Privilege.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 11.B

Motion to return to open session.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

July 20, 2026

AGENDA ITEM # 12

Adjournment

ATTACHMENTS

None