**BOARD OF COMMISSIONERS EMPLOYEE RECOGNITION, PUBLIC HEARING AND REGULAR MEETING JANUARY 12, 2026 4:00 PM**

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

1. Employee Recognition - Tommy Oakman, Human Resources Officer

2. Public Hearing

   A. Call to Order the Public Hearing - the purpose of the public hearing is to take citizen comments on the proposed road names; Lightning Bug Lane - Private Road - Off of Laughter Road - SR 1165, Second Star Drive - Private Road - Off of Maggie Pye Lane, and Luna Lane - Private Road - Off of Overbrook Drive. The notice was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjourn Public Hearing

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

4. Invocation - Vice-Chairman Moore.

5. Pledge of Allegiance - Commissioner Hargett

6. Approval of Agenda

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

7. Consent Agenda

   A. Approval of the December 15, 2025 Regular Meeting Minutes.

   B. Schedule a Public Hearing for proposed new road names to be considered on Monday, February 16, 2025 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

   C. Tax Refund Requests (see attached memorandums).

   D. Budget Amendment in the Amount of $48,000 to Appropriate Solid Waste Fund Balance for the Purchase of a Used Articulating Boom Lift and Repairs to Transfer Station Equipment.

8. Citizen Comments on Agenda Items.

9. Regular Agenda Items

   A. Consideration and approval of the proposed new road names; Lightning Bug Lane, Second Star Drive, and Luna Lane, subsequent to the public hearing - Attorney Berg.

   B. Budget Amendment and Approval for the Purchase of a New Excavator - Travis Ballard, Solid Waste Director.

   C. Ceres Environmental Services, Inc. - Lake Adger Sediment and Debris Removal Land Lease - Manager Pittman.

   D. Turner Shoals Dam and Lake Adger Access Right of Way and Easement Condemnation Resolution and Project Budget Ordinance Amendment - Attorney Berg.

10. Citizen Comments on Non-Agenda Items.

11. Volunteer Board Applications

   A. Agricultural Advisory Board - There are four vacancies and one applicant; Will Salley.

   B. Green Creek Fire District Tax Commission - There is one vacancy and one applicant; Robert Ives.

   C. Planning Board - There are four vacancies and six applicants; Amy Wilmoth (At Large Alternate), Daniel Wells (Saluda), Heather Carswell (White Oak Township), Kimberly Davis, (At Large Alternate), Paul Marion (Saluda Township) and Teresa Morrin (At Large Alternate).

12. Commissioner Comments.

13. Adjournment

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 2.A

Call to Order the Public Hearing - the purpose of the public hearing is to take citizen comments on the proposed road names; Lightning Bug Lane - Private Road - Off of Laughter Road - SR 1165, Second Star Drive - Private Road - Off of Maggie Pye Lane, and Luna Lane - Private Road - Off of Overbrook Drive. The notice was properly advertised in the Tryon Daily Bulletin.

## ATTACHMENTS

1. 1.12.26 Road Names PDF
2. thumbnail_LIGHTNING BUG LN
3. SECOND_STAR_DRIVE
4. LUNA_LANE

Polk County
GOVERNMENT

# NOTICE OF PUBLIC HEARING

Notice is hereby given that at 4:00 p.m., on Monday, January 12, 2026, in the Bryant H. Womack Justice and Administration Building, located at 40 Courthouse Street, Columbus, NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on the following proposed new road names to be adopted in Polk County, North Carolina:

**Mill Spring Township:**

**Lightning Bug Lane** – Private Road – Off of Laughter Road – SR 1165

**Second Star Drive** – Private Road – Off of Maggie Pye Lane

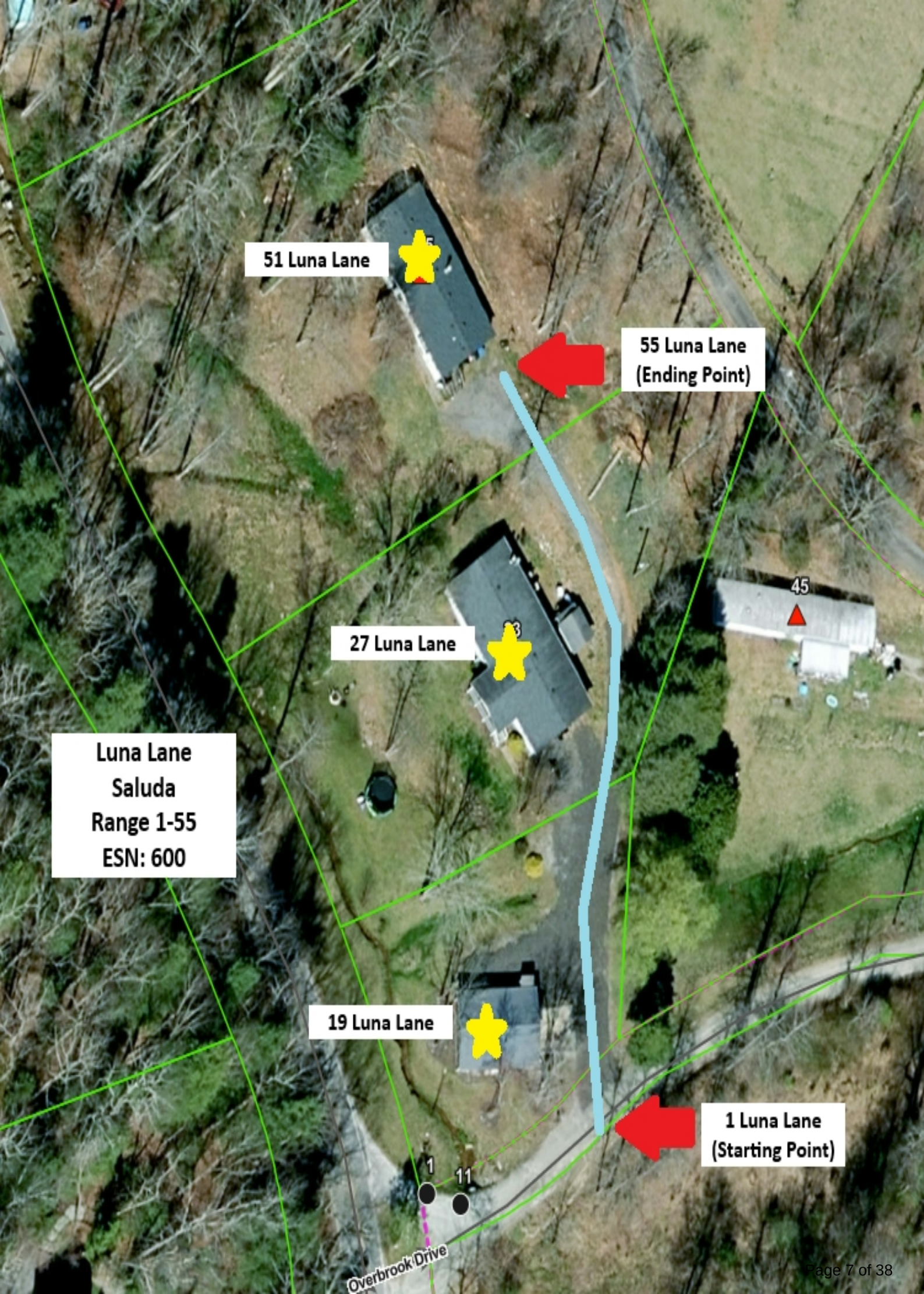
**Saluda Township:**

**Luna Lane** – Private Road - Off of Overbrook Drive

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


Laughter Road
1 Lightning Bug Ln
(Starting Point)
316
377
75
Gate
180 Lightning Bug Ln
260 Lightning Bug Ln (Ending Point)
194 Lightning Bug Ln
234 Lightning Bug Ln
202 Lightning Bug Ln
Lightning Bug Lane
Mill Spring
Range 1-260
ESN: 464
Off of Laughter Rd


700
Maggie Pye LN
Gate
1 Second Star Dr
(Starting Point)
86 Second Star Dr
92 Second Star Dr
140 Second Star Dr
160 Second Star Dr
(Ending Point)
Second Star Drive
Mill Spring
Range: 1-160
ESN: 464


51 Luna Lane
55 Luna Lane
(Ending Point)
27 Luna Lane
45
Luna Lane
Saluda
Range 1-55
ESN: 600
19 Luna Lane
1 Luna Lane
(Starting Point)
1
11
Overbrook Drive

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 7.A

Approval of the December 15, 2025 Regular Meeting Minutes.

## ATTACHMENTS

1. 12.15.25 Regular Meeting Minutes DRAFT

# POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
December 15, 2025 - 5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street Columbus, NC 28722
MINUTES

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

Absent: Commissioner Beiler

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

2. Invocation – Pastor Todd Fletcher.

3. Pledge of Allegiance – Chairman Yoder.

4. Approval of Agenda

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

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

5. Consent Agenda

   A. Approval of November 17, 2025, Public Hearing and Regular Meeting Minutes

   B. Reschedule the public hearing for proposed new road names to be held at the January 12, 2026, Board of Commissioners Meeting in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC 28722.

   C. Change January 12, 2026, Board of Commissioners Meeting to begin at 4:00 PM instead of 5:00 PM.

   D. Tax Refund Requests through December 2, 2025, in the amount of $1,426.60.

   E. Vaya Health Quarterly Financial Report for the period ending September 30, 2025.

   F. Annual Examination and approval of Public Official Bonds as required by § 58-72-20. (Bonds are available for review in the County Manager's Office).

   G. Amendment to Contract to Audit Accounts to extend the audit due date from December 31, 2025, to February 12, 2026, as allowed by the Local Government Commission.

   H. Amendment to the Polk County Purchasing Policy to Update the Informal Bid Threshold in Response to the Federal Office of Management and Budget (OMB) Uniform Guidance Changes.

I. Budget amendment to adjust budget internally within the Sheriff's Department to ensure all expenses have efficient funds.

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

6. Citizen Comments on Agenda Items.

There was one citizen comment.

7. Regular Agenda Items

A. Resolution Honoring Sandra Hughes for Her Years of Dedicated Service.

Commissioner Hargett read the Resolution Honoring Sandra Hughes for her Years of Dedicated Service.

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

The Commissioners collectively expressed their gratitude to Mrs. Hughes for her many contributions to Polk County and wished her a well-deserved retirement.

B. Appointment of Sonya Ayers as Chief Finance Officer beginning January 1, 2026.

Clerk to the Board Freeman, administered Mrs. Ayers' Oaths of Office.

Commissioner Melton moved to appoint Sonya Ayers as the Chief Finance Officer beginning January 1, 2026, seconded by Commissioner Hargett, and the motion carried unanimously.

C. 911 Grant Approval - Jeremy Gregg, 911 Communications Director.

Mr. Gregg thanked the Board for their continued support of the 911 Communications Center renovation project. He explained that while roof replacement was initially included in the major renovation project, it was postponed due to budgetary constraints. Mr. Gregg reported that Polk County was awarded a $93,000 grant from the North Carolina 911 Board to assist with the roof replacement. He said that a previous estimate placed the project cost at approximately $115,000, and if the Board accepts the grant, updated quotes would be obtained before moving forward.

Vice-Chairman Moore moved to approve acceptance of the $93,000 grant award from the North Carolina 911 Board to assist with the roof replacement at the Polk County 911 Communication Center, and to grant Manager Pittman with signatory authority to execute all related documents, provided the cost remains under $115,000, seconded by Commissioner Hargett, and the motion carried unanimously.

D. Extension of the Polk County Recruitment and Retention Schedule to end June 30, 2026 - Manager Pittman.

Commissioner Hargett moved to approve the extension of the Polk County Recruitment and Retention Schedule, seconded by Vice-Chairman Moore, and the motion carried unanimously.

E. County Employee Compensatory Time Discussion & Budget Amendment - Manager Pittman.

Manager Pittman requested a budget amendment to appropriate fund balance for comp-time payout balances greater than one hour as of December 1, 2025.

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

F. 2026 Board of Commissioners Meeting Procedures, Rules, and Decorum.

Vice-Chairman Moore moved to approve the 2026 Board of Commissioners Meeting Procedures, Rules, and Decorum, seconded by Commissioner Melton, and the motion carried unanimously.

8. Citizen Comments on Non-Agenda Items.

There were three citizen comments.

9. Commissioner Comments.

The Commissioners thanked everyone for attending the meeting and wished everyone a Merry Christmas.

10. Closed Session

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

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

B. Motion to return to open session.

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

11. Adjournment

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

ATTEST:

Kennedy Freeman
Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS:

Myron Yoder
Chairman

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 7.B

Schedule a Public Hearing for proposed new road names to be considered on Monday, February 16, 2025 at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

## ATTACHMENTS

None

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 7.C

Tax Refund Requests (see attached memorandums).

## ATTACHMENTS

1. Dec_refund (2)
2. Dec_misc_refund (2)
3. Dec_Misc_refund_2 (2)

# Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 11/3/2025

Re: Refund Request

| Taxpayer | Parcel | Amount | Reason |
|---|---|---|---|
| Judith Mary Seager Trust | vehicle | $ 215.58 | tag surrender |
| Jane Patterson | vehicle | $ 147.16 | tag surrender |
| Logan Sease | T15-F3 | $ 582.68 | over payment |
| Tony Green | P68-39 | $ 140.98 | over payment |
| Pennymac | P92-119 | $3,928.51 | double payment |
| | **TOTAL:** | **$ 5,014.91** | |

# Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 12/17/2025

Re: Refund Request

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David Preston submitted written request to refund 2021-2024 due to duplicate billing as a tax imposed through clerical error. See NCGS 105-379 (a)(1)

estimate to refund is $ 610.78

# Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 1/5/2026

Re: Refund Request

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request release of interest accrued from discovery due to removal from present use value program not carried forward to subsequent years

estimate to release is $ 119.69

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 7.D

Budget Amendment in the Amount of $48,000 to Appropriate Solid Waste Fund Balance for the Purchase of a Used Articulating Boom Lift and Repairs to Transfer Station Equipment.

## ATTACHMENTS

1. FB Appropriated 10-F_SW - Boomlift_Maint&Repair Equip $48000 1.12.2026 BOC

**BUDGET AMENDMENT: SOLID WASTE FUND BALANCE**

DATE: 1/12/2026 BOC Meeting BATCH #: _____ LINE_____

Dept.: Solid Waste

**Amendment # : # 10-F Fund balance**

| INCREASE EXPENSE | | | INCREASE FUND BALANCE APPROPRIATED | | |
|---|---|---|---|---|---|
| GL ACCOUNT # | | | GL ACCOUNT # | | |
| 51-4720-3520-0 | Maint & Repair-Equip | $ 21,000 | 51-3991-0000 | Fund Balance Approp | $ (48,000) |
| 51-4720-5000-0 | Capital | $ 27,000 | | | |
| | | 48,000 | | | (48,000) |

EXPLANATION: To appropriate Solid Waste Fund Balance to fund the purchase of a used articulating boom lift and necessary repairs to current transfer station equipment to maintain operations.

Note: Appropriation of Fund Balance, Contingency and Transfers greater than $20,000 must have Board approval

_____

**Date approved & entered into the BOC minutes**

_____ _____

**COUNTY MANAGER** **FINANCE OFFICER**

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 9.A

Consideration and approval of the proposed new road names; Lightning Bug Lane, Second Star Drive, and Luna Lane, subsequent to the public hearing - Attorney Berg.

## ATTACHMENTS

None

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 9.B

Budget Amendment and Approval for the Purchase of a New Excavator - Travis Ballard, Solid Waste Director.

## ATTACHMENTS

1. FB Appropriated 9-F_SW - Excavator $251927 1.12.2026 BOC

**BUDGET AMENDMENT: SOLID WASTE FUND BALANCE**

DATE: 1/12/2026 BOC Meeting BATCH #: _____ LINE_____

Dept.: Solid Waste

**Amendment # : # 9-F Fund balance**

| INCREASE EXPENSE | | | INCREASE FUND BALANCE APPROPRIATED | | |
|---|---|---|---|---|---|
| GL ACCOUNT # | | | GL ACCOUNT # | | |
| 51-4720-5000-0 | Capital | $ 251,927 | 51-3991-0000 | Fund Balance Approp | $ (251,927) |
| | | 251,927 | | | (251,927) |

EXPLANATION: To appropriate Solid Waste Fund Balance to purchase a new excavator for use at the transfer station

Note: Appropriation of Fund Balance, Contingency and Transfers greater than $20,000 must have Board approval

**Date approved & entered into the BOC minutes**

**COUNTY MANAGER** **FINANCE OFFICER**

# 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:** Cindy McCrary
**Created on:** January 06, 2026
**Status:** Open
**Case ID:** ldz7rp7t

## Request Details

*Completed by Cindy McCrary on January 06, 2026 at 04:20 PM EST*

| | |
|---|---|
| Funding Source | County budget funds |
| Requestor Name | Cindy McCrary<br>cmccrary@mail.polimorphic.com |
| Department | 51-4720 Solid Waste-Landfill |
| Is this a new vendor? | Yes |
| Specify fiscal year | FY 26 |
| Specify PO Type | Open PO |
| Do you know the vendor number? | No |
| Vendor Name | Linder |

# Finance - Internal

| | |
|---|---|
| Have you provided the w9 to finance? | Yes |
| Account GL Line to Charge (00-0000-0000-0) | 51-4720-5000-0 |
| Amount allocated *($00.00) If monthly, list the total for the year.* | $251,927.00 |
| Description | No third quote due to availability. Going with Linder as excavator in stock |

# LINDER

#1

## Purchase Agreement

**Purchaser:**
**POLK COUNTY SOLID WASTE DEPT TRANSFER STATION**
Prospect066298
**322 Landfill Rd**
**Mill Spring NC 28756**

**Attn: Travis Ballard**
**Linder Rep: JEFF TRAINA**
**Doc #** jtraina-0118
**Date** January 6, 2026
**F.O.B**
**Terms**

| Equipment Description | Serial # | Stock # | Ext. Price |
|---|---|---|---|
| KOMATSU PC220LC-12 | | | $251,427.00 |

**Machine Specifications:**
PC220LC-12 Komatsu Hydraulic Excavator
31.5" 800MM TG SHOES
4.7 Ton Ctwt - 10,516 lb (4,770 kg)
9'7" 2925MM HD ARM
18'8" 5700MM HD BOOM
TRACK ROLLER GUARDS
REVOLVING FRAME UNDERCOVER, STD.
One year unlimited hour full machine warranty included

**Attachments:**
42" PC200 HP 1.34 CY BUCKET
Full Front Wire Mesh Only
HYDRAULIC THUMB PC200 FOR 42" BKT
PC210LC-11 STD ORFS THUMB KIT

**Warranty:** Power Train Plus Months 60 - Hours 5000

| | |
|---|---|
| **Equipment Subtotal** | **$251,427.00** |
| **Less Trade-Ins** | **$ 0.00** |
| **Less Down Payment** | **$ 0.00** |
| **Subtotal** | **$251,427.00** |
| **Sales Tax** | **$16,971.32** |
| **Trade Payoff Balance** | **$ 0.00** |
| **Document Stamp Fee (FL only)** | **$ 0.00** |
| **Document Fee** | **$ 500.00** |
| **Total Balance Due** | **$268,898.32** |

***Taxes and fees are based on terms above. Subject to change based actual delivery location.***

## CONDITIONS OF SALE

1. Buyer agrees to pay the amount shown on the face of this order. All payments are due at the offices of Linder Industrial machinery Co., Inc. Plant City, Florida.

2. Buyer agrees that Seller shall retain a security interest in and to the property sold hereunder and any additions or improvements thereto, until payment of the entire purchase price to Seller. Buyer shall execute a Uniform Commercial Code Financing Statement for filing by Seller to perfect the security interest retained in Seller. If any note is given in connection herewith, it shall evidence the indebtedness only and not full payment and the security interest retained by Seller constitutes security for the payment of amounts owing under the note. Unless otherwise provided on the face of this agreement, or any note in connection therewith, the purchase price shall bear interest at the rate of eighteen percent (18%) per annum or, if different, the highest nonusurious rate allowed by law, upon the unpaid balance, if any, until maturity and after maturity at the highest lawful rate. The security interest of Seller in the property sold hereunder shall also extend to all amounts owing under the terms of this contract, including, without limitation, interest, court costs and attorneys fees if incurred by Buyer. Upon delivery of the equipment purchased hereunder, Buyer agrees to execute

such notes, security agreements, financing statements and other documents requested by Seller to evidence the obligation and security interest provided herein. Seller's security interest includes proceeds of collateral, if any.

**Jeff Traina**, Waste Management Sales
•,
Office • Cell
jeff.traina@linder.com www.linder.com

#2

# SALES AGREEMENT

Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269
Phone (800) 277-1212
THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

DATE Dec 12, 2025
Quote No 268110

| SOLD TO | | | | SHIP TO |
|---|---|---|---|---|
| PURCHASER | POLK COUNTY LANDFILL | | | <SAME> |
| STREET ADDRESS | PO BOX 308 | | | |
| CITY/STATE | COLUMBUS, NC | COUNTY | POLK | |
| POSTAL CODE | 28722-0308 | PHONE NO. | 828 894 3737 | |
| CUSTOMER CONTACT: EQUIPMENT | TRAVIS BALLARD | | | |
| PRODUCT SUPPORT | TRAVIS BALLARD | | | |
| INDUSTRY CODE: | GENERAL GOVERNMENT HC(9199) | PRINCIPAL WORK CODE | | F.O.B. AT: Asheville |

| CUSTOMER NUMBER | Sales Tax Exemption # (if applicable) | CUSTOMER PO NUMBER |
|---|---|---|
| 618890 | N/A | |

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| NET PAYMENT ON RECEIPT OF INVOICE ☐ | | NET ON DELIVERY ☐ | | FINANCIAL SERVICES | | ☐ ISC ☐ LEASE | |
| CASH WITH ORDER | $0.00 | BALANCE TO FINANCE | $0.00 | CONTRACT INTEREST RATE | 0 | | |
| PAYMENT PERIOD | | PAYMENT AMOUNT | 0.00 | NUMBER OF PAYMENTS | 0 | OPTIONAL BUY-OUT | $0.00 |

**DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED**

MAKE: CATERPILLAR INC. | MODEL: 320 | YEAR: 2025
STOCK NUMBER: G25-673M | SERIAL NUMBER: 0MYK50555 | SMU: 13

| | | | | | |
|---|---|---|---|---|---|
| 320 07F HEX AM-N CFG4B | 633-9119 | LINES, SWIVEL W/SWING SENSOR | 626-4681 | LINES, DRAIN, PG QC | 549-8149 |
| 320 07 EXCAVATOR ARRANGEMENT | 547-3690 | LANE 3 ORDER | 0P-9003 | BKT HD 42" 1.31YD3 B1 | 552-8239 |
| COMMON ARRANGEMENT | 578-6723 | STORAGE PROTECTION (EXPORT) | 0G-4126 | NETWORK MANAGER, A6N1 | 555-7286 |
| GUARD, SWIVEL, STD | 134-8875 | ROLL ON-ROLL OFF | 0G-4202 | FILM, STICK WARNING, ANSI | 567-3815 |
| LINES, FRONT, STD | 489-2950 | STORAGE PROTECTION (EXPORT) | 0P-7563 | FILM, ROPS | 567-3816 |
| ALTERNATOR, 145A C4.4 ENGINE | 490-4847 | LINES, QC, R9'6" STICK | 242-6490 | LINES, QC, REACH BOOM | 570-4691 |
| PEDAL, STRAIGHT TRAVEL | 490-7715 | LINES, HP, R9'6" STICK | 356-8117 | FILM, INTERIOR, ANSI | 573-4351 |
| VALVE, FINE SWING | 493-9765 | SIDECUTTERS, HEAVY DUTY | 357-2698 | GUARD, BOTTOM, STD | 576-9411 |
| CYLINDER, BOOM | 494-4985 | WIPER, RADIAL W/O LOWER | 484-8021 | LIGHTS, CAB, W/O 360 | 577-3853 |
| BATTERIES, 2 | 506-5013 | GUARD, TRAVEL MOTOR, STD | 488-9287 | BOOM, REACH 18'8" HD | 577-5865 |
| FRAME, SWING, HD | 507-4834 | SUCTION LINE, PUMP, STD | 489-2952 | FILM, EXTERIOR, ANSI | 578-2907 |
| MONITOR, 10" | 511-9428 | CYLINDER, BKT, B1 | 490-4179 | LINES, HP, REACH BOOM | 578-9186 |
| BOOM TUBE W/EOU | 513-3210 | STK, R9'6" HD W/THUMB BRACKET | 490-7676 | LIGHTS PKG, BOOM LH & RH | 579-5428 |
| SENSOR, PRESSURE, EOU | 513-3214 | LINKAGE, BKT, B1 W/EYE GRADE | 492-8537 | LIGHT, BOOM LH | 577-3925 |
| FILM, OPERATING PATTERN, 2WAY | 520-9418 | INTEGRATED RADIO, W/O DAB | 502-7166 | LIGHT, BOOM RH | 577-3927 |
| RECEIVER, BLUETOOTH | 524-8272 | TIP, PENETRATION PLUS ADVANSYS | 505-4097 | MIRROR, CAB, W/O GUARD | 580-8628 |
| MACHINE ECM | 525-7678 | HANDHOLDS, RAD COMPARTMENT | 508-9617 | CYLINDER, STICK | 586-3636 |
| UNDERCARRIAGE HD, W/SD ROLLER | 573-5699 | STARTING AID, ETHER | 511-5861 | CAMERA, REAR & RH VIEW | 593-7355 |
| COUNTERWEIGHT, 10,360LB | 575-2650 | GRADE 2D ASSIST & PAYLOAD | 624-7796 | PROD LINK, PLE643/PLE743 RADIO | 594-9052 |
| LIGHT, CHASSIS | 577-3907 | GRADE SENSOR, REACH BOOM | 621-4821 | RADIO MODULE, PL243 CELLULAR | 589-1744 |
| LINES, AIR CONDITIONER | 577-7865 | GRADE SENSOR, R9'6" STICK | 621-4808 | WIRING, PRODUCT LINK ELITE | 594-2025 |
| SWIVEL, W/SWING SENSOR | 587-1510 | CONTROL, QC | 517-4758 | HYDRAULIC PKG, COMB ADV | 633-9190 |
| TRAVEL, ALARM | 592-8316 | TRACK, 31" TG | 521-3306 | VALVE, HYDRAULIC, TCS, HL | 490-3949 |
| SWING DRIVE | 599-0934 | GUARD, TRACK GUIDE, SEGMENTED | 526-8766 | RETURN PIPE, TCS/TCS MP | 561-2355 |
| CAB, DELUXE | 609-5071 | FILM, EMC | 528-4738 | CIRCUIT, COMBINED, ADV | 577-8963 |
| BEARING, SWING, HD | 621-1636 | JOYSTICKS, VERTICAL SLIDER | 528-6835 | LINES, MAKE UP, TCS | 618-9189 |

**TRADE-IN EQUIPMENT**

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

| | |
|---|---|
| SELL PRICE | $258,450.93 |
| EXT WARRANTY | Included |
| PREVENTIVE MAINTENANCE | Included |
| **NET BALANCE DUE** | **$258,450.93** |
| **SUBTOTAL** | **$258,450.93** |
| SALES TAX (6.75%) | $17,445.44 |
| **TOTAL (APPLICABLE TAXES MAY APPLY)** | **$275,896.36** |

☑ CATERPILLAR EQUIPMENT WARRANTY — INITIAL

The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary:
12 months / Unlimited Hours - Standard Machine Warranty
320-60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

☐ USED EQUIPMENT WARRANTY — INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:
Warranty applicable:

CSA: 3 Year/3,000 Hour - Parts Only w/SOS CVA (500 Hr Svc Intervals)
NOTES: Priced using Sourcewell Contract 011723 - CAT. 15% off Machine list price. Polk County Member # 159011

Carolina Tractor & Equipment
ORDER RECEIVED BY Hoffman, Brian
REPRESENTATIVE

PURCHASER
APPROVED AND ACCEPTED ON _____
POLK COUNTY LANDFILL
PURCHASER
BY _____
SIGNATURE
TITLE

# TERMS AND CONDITIONS

**1.** Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement. Please read the Cat® Embedded Software License Agreement ("Cat EULA") carefully, available at: https://www.caterpillar.com/onboard-eula. The Cat EULA governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the Cat EULA for comprehensive definitions).

**2.** Purchase of Equipment. CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

**3.** Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.

**4.** Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.

**5.** Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.

**6.** Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.

**7.** Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).

**8.** Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

**9.** Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

**10.** Indemnification. Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.

**11.** Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

**12.** Limitations on Liability. IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

**13.** Force Majeure. CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

**14.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.

**15.** Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

**16.** Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

**PURCHASE INITIAL HERE**_____

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 9.C

Ceres Environmental Services, Inc. - Lake Adger Sediment and Debris Removal Land Lease - Manager Pittman.

## ATTACHMENTS

1. Land Lease Polk County NC_REV1
2. Polk County NC Lease Attachment 1

# Land Lease Agreement

| | | | |
|---|---|---|---|
| **Department/Division:** | Emergency Response Division | **Project Owner (Landlord):** | Polk County, NC |
| **Job Code:** | 4661 | **Project Name:** | LAKE ADGER SEDIMENT & DEBRIS REMOVAL PROJECT |

**Property Information**

| | |
|---|---|
| **Landlord's Notice Address:**<br>**POLK COUNTY, (ID:27131)**<br>**P O BOX 308**<br>**COLUMBUS, NC 28722** | **Location of Property:**<br>Parcel #1: Tax Parcel: P55-566<br>Parcel #2: Tax Parcel: P55-567<br>**Location of Property:**<br>Parcel#1:<br>18.68 ACRES<br>DEED: 377/414 DEED YEAR:2009<br>Utilizing Portion As Shown In Attachment #1<br>22.43 ACRES<br>DEED: 377/414 DEED YEAR:2009<br>Utilizing Portion As Shown In Attachment #1 |

**Specific Terms and Conditions**

| | |
|---|---|
| **Negotiated Fee:** | $0.00 No Fee |
| Term of Lease: | INITIAL TERM 6 MONTHS. THE LEASE WILL AUTOMATICALLLY RENEW MONTH TO MONTH UNTIL LAKE ADGER SEDIMENT & DEBRIS REMOVAL PROJECT COMPLETE |
| **Proposed Debris Activities:** | CERES SHALL STAGE AND LOAD SEDIMENT AND DEBRIS RESULTING FROM HURRICANE HELENE TO TRANSPORT TO FINAL DISPOSAL LOCATION(S). CERES MAY IMPROVE PORTIONS OF THE PROPERTY AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION TO ALLOW INGRESS/EGRESS, SITE ROADS AND STAGING/REDUCING DEBRIS. THE SITE PREPARATION WORK MAY INCLUDE REMOVING VEGETATION AND ANY DEBRIS GENERATED ON PROPERTY FOR THIS EFFORT IS THE SOLE RESPONSIBILITY OF CERES TO PROPERLY DISPOSE OF. |
| **Description of Property:** | SEE ATTACHED WARRANTY DEED AS EXHIBIT "A" PROPERTY ADDRESS: |

**General Terms and Conditions**

**General Terms and Conditions - Property Usage-THIS LEASE SHALL ONLY BECOME EFFECTIVE UPON PROPERTY BEING PROPERLY PERMITTED.**

Landlord, with its signature below, agrees to lease to Ceres a portion of that certain property located above address to be utilized as a temporary sediment and debris storage and loading location for point of source material, hereinafter the "Leased Premises". Landlord further agrees to allow Ceres to utilize the Leased Premises for the activities presented in the table section labeled *Proposed Activities* and utilize such equipment on the leased property to fulfill the contract obligations of Ceres to the Project Owner.

Tenant shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Leased Premises , including any and all laws, ordinances, and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emissions, and other environmental matters, and will promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances and other activities upon or connected to the Leased Premises. In the event of a violation of this Agreement by Tenant (each, an "Event

of Default"), Landlord shall have all remedies available to it at law and in equity, including, but not limited to, terminating this Agreement by providing Tenant with Thirty 30 day written notice.

Tenant may not assign this Agreement or sublet the Leased Premises or any portion thereof.

All notices or other communications in connection with this Agreement must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (i) actual receipt if delivered in person or by messenger with evidence of delivery, (ii) receipt of an email with confirmation of delivery, or (iii) upon delivery by overnight courier, certified mail, or registered mail.

**General Terms and Conditions - Lease Termination and Extension**

Either party may terminate this Lease Agreement before the expiration date by giving the non-terminating party a written notice of at least Thirty (30) days, or upon proof that the Leased Premises has been restored back to a state of satisfaction by Landlord, whichever comes first. Should Ceres need the Leased Premises in order to continue activities mentioned in this lease for longer than the initial term, Landlord agrees to extend the lease on a month-to-month basis.

**General Terms and Conditions - Liability and Restoration**

Ceres agrees to restore the leased property leaving it unencumbered for future use. Ceres further agrees to hold the undersigned property owner harmless for any actions taken by Ceres in their performance of the debris management contract between Ceres and the Project Owner. Upon completion of the project Ceres will Hydro-Seed, Repair/

Replace Erosion & Sediment Control Features, and provide for County Inspection by an authorized representative for signoff on the completeness of work.

**General Terms and Conditions - Additional Insured**

Ceres further agrees to defend, indemnify, and hold Landlord harmless for any actions taken by Ceres in their performance of the debris management contract between Ceres and Project Owner. Further, Landlord will not be liable to Tenant or to Tenant's employees, agents, invitees, or visitors, or Project Owner, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, licensees, or concessionaires. Ceres agrees to name Landlord as an Additional Insured on its general liability policy with a $1,000,000 limit per occurrence and $2,000,000.00 in the aggregate

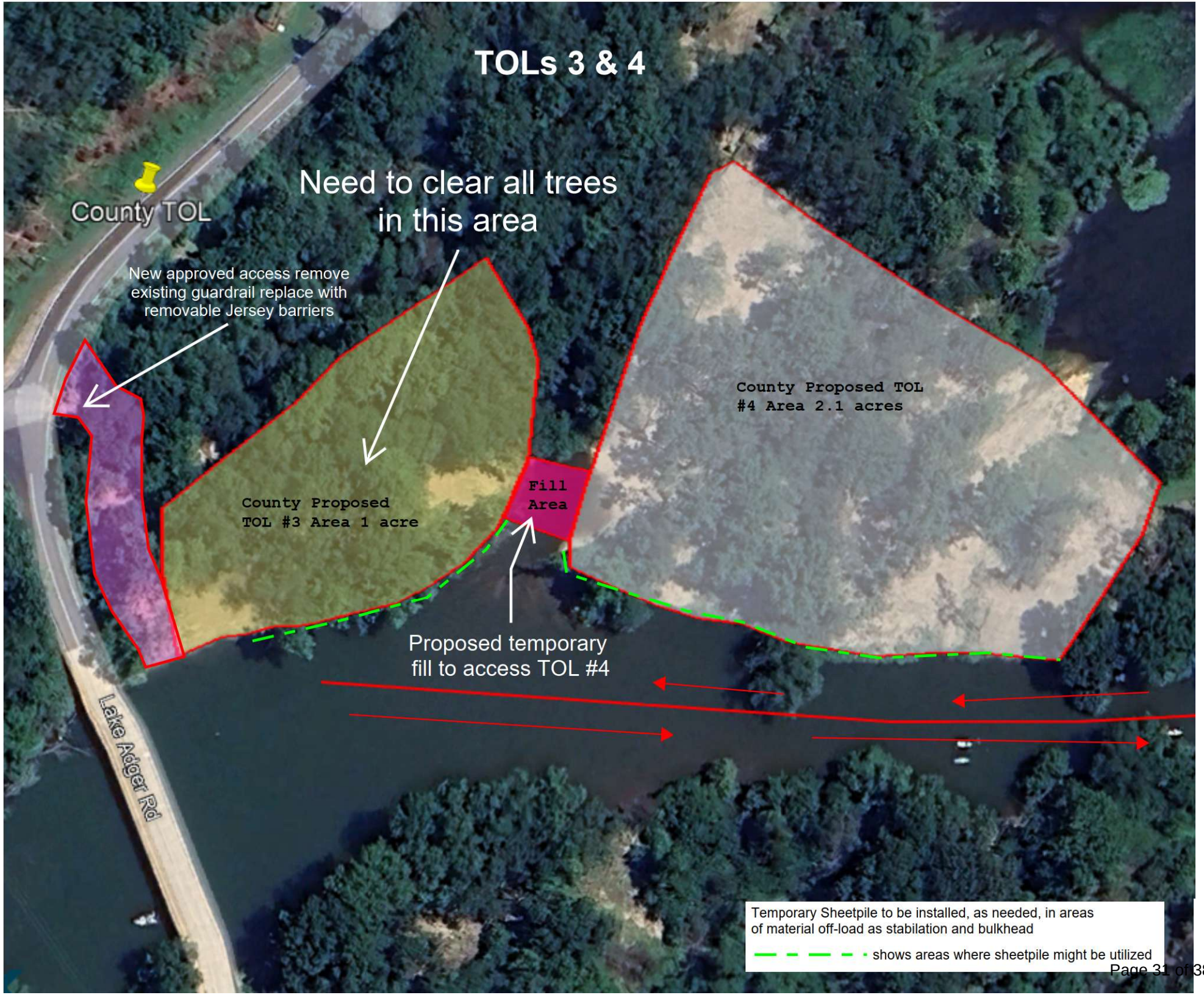
**General Terms and Conditions – Severability**

If any provision of this Agreement is held to be void or unenforceable under any law or regulation, then such provision shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Landlord and Ceres. Landlord and Ceres agree to work together to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**General Terms and Conditions – Authorization**

Landlord represents and warrants that it is duly authorized to execute and deliver this agreement to Ceres as indicated herein. This Agreement shall be effective on _____ (the "Effective Date").

| | | | |
|---|---|---|---|
| | | | |
| **Signatories** | | | |
| Landlord Signature: | Authorized Representative Signature:<br><br>_____<br>Print Name:<br><br>_____<br>Title: | Date: | |
| Ceres Signature: | Signature:<br><br>TIA LAURIE, CORPORATE SECRETARY | Date: | |


TOLs 3 & 4
County TOL
Need to clear all trees in this area
New approved access remove existing guardrail replace with removable Jersey barriers
County Proposed TOL #3 Area 1 acre
Fill Area
County Proposed TOL #4 Area 2.1 acres
Proposed temporary fill to access TOL #4
Lake Adger Rd
Temporary Sheetpile to be installed, as needed, in areas of material off-load as stabilation and bulkhead
shows areas where sheetpile might be utilized

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 9.D

Turner Shoals Dam and Lake Adger Access Right of Way and Easement Condemnation Resolution and Project Budget Ordinance Amendment - Attorney Berg.

## ATTACHMENTS

1. RESOLUTION AUTHORIZING CONDEMNATION
2. Dam Projectbudget Ord.

RESOLUTION AUTHORIZING CONDEMNATION
TO ACQUIRE CERTAIN PROPERTY

WHEREAS, the County of Polk (the "County") hereby determines that it is both necessary and in the public interest to acquire non-exclusive, perpetual easements and rights of way on property which may be owned by those persons or entities identified in Exhibit A hereto (the "Properties"), for the following purpose:

To provide access to County property consisting of the Turner Shoals Dam which pounds water to form Lake Adger, a county owned water source, public recreational facility and a public enterprise, in order to remove storm debris and to effectuate necessary repairs and improvements to the Turner Shoals Dam, dam site and Lake Adger.

WHEREAS, the proper public officials or representative of the County have been unable to acquire the needed interests in the Properties by negotiated conveyance.

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

1. The County shall acquire by condemnation, for the purposes stated above, the properties and interests described in Exhibit A attached hereto and incorporated herein by reference.

2. The County Attorney is directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the Properties.

Adopted this the 12th day of January, 2026.

# EXHIBIT A

Lake Adger Property Owners Association, Inc.

1. A non-exclusive, perpetual easement and right of way over and across Hawk Ridge Drive and Green Hills Road, dedicated private roads serving the Hawk Ridge subdivision consisting of approximately 4.16 acres or 181,000 square feet.
2. A non-exclusive, perpetual easement and right of way over and across the Nature and Equestrian Trail Easement on a portion of Parcel P55-242 consisting of approximately 790 square feet.

Robert Kennedy, Jr. and wife, Patricia L. Kennedy

A non-exclusive, perpetual easement and right of way over and across a portion of Parcel P55-242 consisting of approximately 5,015 square feet.

# COUNTY OF Polk, NORTH CAROLINA

## GRANT PROJECT BUDGET ORDINANCE
## Dam Rehabilitation

### BUDGET EXPENDITURES

| | | Original 4/4/2022 | Amended 1/12/2026 |
|---|---|---|---|
| Dam Rehab | 26-5930-4400-0 | $ 6,500,000 | $ 6,340,000 |
| LAND- Right of Way Acqn | 26-5930-0570-1 | | $ 160,000 |
| Total Expenditures | | $ 6,500,000 | $ 6,500,000 |

### REVENUES

| | | | |
|---|---|---|---|
| SCIF Grant Funds | 26-3503-0000 | $ 6,500,000 | $ 6,500,000 |
| Total Revenues | | $ 6,500,000 | $ 6,500,000 |

To rehabilitate Lake Adger Dam

1/12/26 - Amend project for the acquisition of right of way easements necessary to construct an access road in support of the Turner Shoals Dam Repair Project

**Date approved & entered into the BOC minutes**

**COUNTY MANAGER**

**FINANCE OFFICER**

-Grant Project Ordinance: SCIF Grant Dam Project

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 11.A

Agricultural Advisory Board - There are four vacancies and one applicant; Will Salley.

## ATTACHMENTS

None

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 11.B

Green Creek Fire District Tax Commission - There is one vacancy and one applicant; Robert Ives.

## ATTACHMENTS

None

# BOARD OF COMMISSIONERS
# AGENDA ITEM REPORT

## MEETING DATE

January 12, 2026

## AGENDA ITEM # 11.C

Planning Board - There are four vacancies and six applicants; Amy Wilmoth (At Large Alternate), Daniel Wells (Saluda), Heather Carswell (White Oak Township), Kimberly Davis, (At Large Alternate), Paul Marion (Saluda Township) and Teresa Morrin (At Large Alternate).

## ATTACHMENTS

None