BOARD OF COMMISSIONERS PUBLIC HEARINGS AND REGULAR MEETING NOVEMBER 16, 2026 5:00 PM

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

1. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to receive public comments on proposed new road names in Polk County: Mill Spring Township: Big Arrowhead Drive, and Little Arrowhead Drive – Private Road – Off of Laughter Road – SR NC 9 S, Old Barn Road - Private Road – Off of Sandy Oak Drive – SR 1201, Brown Dog Lane – Private Road – Off of Henry Ruff Road – SR 1157 Tryon Township: Treehouse Lane – Private Road – Off of Sandy Plains Road – SR 1005. (The notice was properly advertised in the Tryon Daily Bulletin).

   B. Citizen Comments

   C. Adjourn Public Hearing

2. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the public hearing is to receive citizen input on the proposed text amendments to the Polk County Subdivision Ordinance addressing split jurisdictions, postings and notification of adjacent property owners for minor and major subdivisions, two-step approval process, extend review periods, landslide and watershed area included on plats, and minor modifications. A copy of the proposed subdivision ordinance is available in the agenda packet and County manager's office, or by visiting www.polknc.gov/ordinances. (The notice was properly advertised in the Tryon Daily Bulletin) - Cathy Ruth, Planning & Economic Development Director.

   B. Citizen Comments

   C. Adjourn Public Hearing

3. Call to Order the Regular Meeting - Chairman Yoder

4. Invocation - Chairman Yoder

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 October 19, 2026 Meeting Minutes.

    B. Schedule a public hearing to be held on December 7, 2026, at 5:00 PM in the Bryant H. Womack Justice and Administration building for consideration of new road names.

    C. Designation of Vice-Chairman Moore as the voting delegate for the 2026 NCACC Legislative Goals Conference in Wake County, NC.

    D. Budget Amendment to appropriate fund balance to cover Regional Water Commission legal fees through the remainder of the fiscal year.

    E. Tax Refund Requests for the month of October in the amount of $1,344.49.

8. Citizen Comments on Agenda Items

9. Regular Agenda Items

    A. Consideration and approval of the proposed new road names subsequent to the public hearing - Attorney Berg.

    B. Consideration and approval of the proposed Subdivision Ordinance Amendment subsequent to the Public Hearing.

    C. Polk County Community Recreation Facility (Operated by the YMCA of Greater Spartanburg) - Manager Pittman.

        I. Approval of the Guaranteed Maximum Price (GMP) and Contract Amendment to A133-2019 Exhibit A.

        II. Project Budget Ordinance Amendment.

        III. Resolution Authorizing an Installment Financing Agreement and Related Documents.

10. Citizen Comments on Non-Agenda Items

11. Volunteer Board Applications

    A. Appearance Commission - There are two vacancies and two applicants; Lacie Larsen, and Zia (Enid) Terhune.

    B. Town of Tryon Planning Board (*Town seats are appointed by the Town Council; ETJ seats are appointed by the County Commissioners.*) — There are two vacancies and two applicants; Alan Casavant, and Tim Daniels.

12. Commissioner Comments

13. Closed Session

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

B. Motion to return to open session.

14. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 1.A

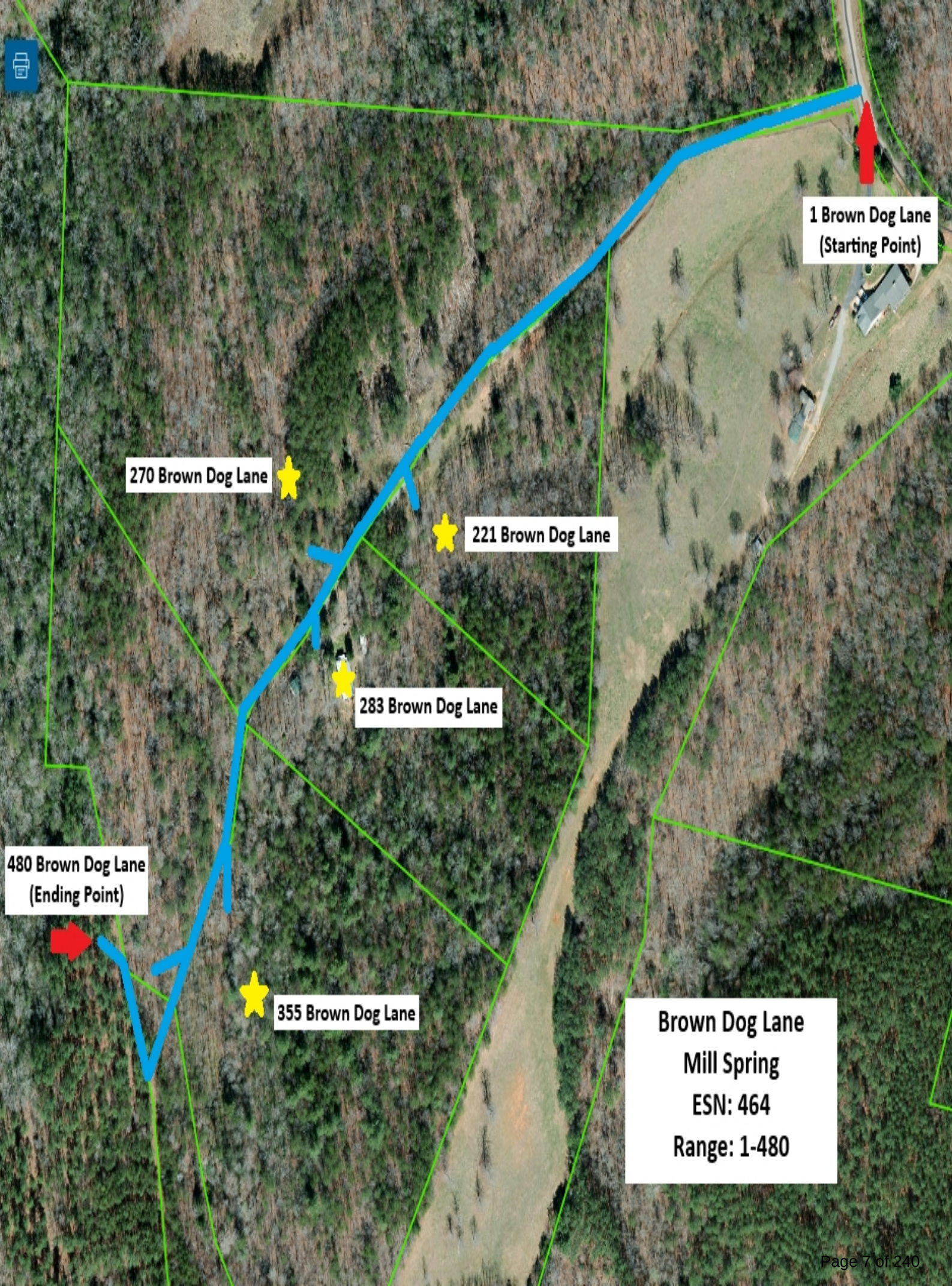
Call to Order the Public Hearing - The purpose of the Public Hearing is to receive public comments on proposed new road names in Polk County: Mill Spring Township: Big Arrowhead Drive, and Little Arrowhead Drive – Private Road – Off of Laughter Road – SR NC 9 S, Old Barn Road - Private Road – Off of Sandy Oak Drive – SR 1201, Brown Dog Lane – Private Road – Off of Henry Ruff Road – SR 1157 Tryon Township: Treehouse Lane – Private Road – Off of Sandy Plains Road – SR 1005. (The notice was properly advertised in the Tryon Daily Bulletin).

ATTACHMENTS

1. Big_Arrowhead_Drive__Little_Arrowhead_Drive
2. OLD_BARN_ROAD
3. BROWN_DOG_LANE
4. TREEHOUSE_LANE_RENAMING_OF_CLARKSON_LANE


Big Arrowhead Drive
Mill Spring
Range: 1-150
ESN: 464
Little Arrowhead Drive
Mill Spring
Range: 1-80
ESN: 464
Road Section marked in black: to be added at a later date
1 Little Arrowhead Drive (Starting Point)
8 Little Arrowhead Drive
80 Little Arrowhead Drive (Ending Point)
75 Big Arrowhead Drive
53 Big Arrowhead Drive
11 Big Arrowhead Drive
100 Big Arrowhead Drive
117 Big Arrowhead Drive
150 Big Arrowhead Drive (Ending Point)
1 Big Arrowhead Drive (Starting Point)


108 Old Barn Road
104 Old Barn Road
100 Old Barn Road
Old Barn Road
Mill Spring
Range: 1-115
ESN: 464
91 Old Barn Road
115 Old Barn Road (Ending Point)
1 Old Barn Road (Starting Point)


1 Brown Dog Lane
(Starting Point)
270 Brown Dog Lane
221 Brown Dog Lane
283 Brown Dog Lane
480 Brown Dog Lane
(Ending Point)
355 Brown Dog Lane
Brown Dog Lane
Mill Spring
ESN: 464
Range: 1-480


Treehouse Lane
(Renaming of Clarkson Lane)
Tryon
Range: 1-60
ESN:460
60 Treehouse Lane
(Ending Point)
10 Treehouse Lane
1 Treehouse Lane
(Starting Point)

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 2.A

Call to Order the Public Hearing - The purpose of the public hearing is to receive citizen input on the proposed text amendments to the Polk County Subdivision Ordinance addressing split jurisdictions, postings and notification of adjacent property owners for minor and major subdivisions, two-step approval process, extend review periods, landslide and watershed area included on plats, and minor modifications. A copy of the proposed subdivision ordinance is available in the agenda packet and County manager's office, or by visiting www.polknc.gov/ordinances. (The notice was properly advertised in the Tryon Daily Bulletin) - Cathy Ruth, Planning & Economic Development Director.

ATTACHMENTS

1. Subdivision_ordinancerecommendation8.13.26 (1)
2. Subdivision_ordinance.pbdraft.8.13.2026.updated

To: Polk County Board of Commissioners

From: Planning Board and Staff

Date: August 13, 2026

Re: Polk County Subdivision Ordinance Text Amendment

Project History & Analysis

The Planning Board, with support from staff and county attorney, have updated the Polk County Subdivision Ordinance to address a modification of combination/recombination.

Proposed Amendments

Amendments included in attached document (additions to existing text are indicated by the use of underlining, .d deletions are indicated by strike-through). See attached document.

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:

a. Vision for Polk County: Polk County's rural atmosphere and serene natural beauty will be vigorously protected. Visionary and pragmatic county and municipal governments will work together in a cooperative manner as they continue to enhance the quality of life for all Polk County citizens.
b. I.47 As necessary, revise/update the Polk County Ordinances.

Recommendation

The Planning Board does recommend that the Board of Commissioners enact the Polk County Subdivision Ordinance text amendments.

Votes:
Aye - 7
Nay - Ø
Abstain - Ø



Polk County
Subdivision Ordinance

Adopted: November 21, 2011; Amended: April 7, 2014[1];
July 16, 2018[2]; October 7, 2019[3]; May 3, 2021[4];
April 14, 2025[5]; November 17, 2025[6]

DRAFT: Planning Board to BOC
8/13/2026.updated

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ARTICLE 1. PURPOSE AND APPLICABILITY

SECTION 1.1 TITLE

This Ordinance shall be known and may be cited as the Subdivision Ordinance for Polk County, North Carolina, and may be referred to as the Subdivision Ordinance.

SECTION 1.2 PURPOSE

The purpose of this Ordinance is:

(A) To establish standards and procedures for the subdivision and resubdivision of land within the territorial jurisdiction of Polk County.

(B) To provide for the orderly and harmonious growth and development of the County.

(C) For the coordination of streets and roads within proposed subdivisions with existing and planned streets and highways, and with other public facilities.

(D) For the dedication or reservation of recreation or open space areas serving residents of the immediate neighborhood within the subdivision and of rights-of-way or easements for streets and utilities.

(E) For the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions essential to public health, safety, and general welfare.

(F) To further facilitate adequate provisions of water, sewerage, parks and schools.

(G) To facilitate the further resubdivision of larger tracts into smaller parcels of land.

(H) To protect Polk County's natural assets/environment.

(I) To preserve Polk County's rural atmosphere.

SECTION 1.3 COMPREHENSIVE PLAN

This Ordinance is based, in part, on the Comprehensive Plan and its goals and objectives. It should be noted that due to: severe topographic conditions, inadequate road access, distance from services, unique natural areas, soils that do not easily support soil drainage systems and/or the proximity to existing and incompatible land uses/zoning, all land may not be suitable to be subdivided for the purpose of dense development. The reviewing agency should take into consideration the goals and objectives of the Comprehensive Plan when reviewing subdivisions.

ARTICLE 1. PURPOSE AND APPLICABILITY

SECTION 1.4 JURISDICTION

This Ordinance, the regulations, and the procedures contained herein shall apply to and govern the creation of each and every lot, parcel or tract of land within the County of Polk, outside the jurisdiction of any incorporated municipality or an incorporated municipality's extraterritorial jurisdiction (ETJ).

SECTION 1.5 AUTHORITY, ADOPTION, AND EFFECTIVE

The Polk County Board of Commissioners hereby adopt this Ordinance pursuant to the authority and provisions conferred by the General Statutes of the State of North Carolina, Chapter 160D, Article 8.[4]

This Subdivision Ordinance shall take effect and be in force from and after its adoption by the Board of Commissioners of Polk County this 17th day of November, 2025.

This Subdivision Ordinance is duly adopted by the Board of Commissioners of Polk County, North Carolina, this 17th day of November, 2025.

_____ _____

Clerk Chairman, Polk County Board of Commissioners

Approved as to Form: _____

County Attorney

ARTICLE 2. LEGAL PROVISIONS

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ARTICLE 2. LEGAL PROVISIONS

SECTION 2.1 GENERAL LEGAL PROVISIONS FOR SUBDIVISION PLAT APPROVAL

(A) After the effective date of this Ordinance, no plat of a subdivision of land within Polk County's jurisdiction shall be filed or recorded until it has been submitted to and approved by Polk County and until this approval is entered in writing on the face of the plat by the Chairman of the Planning Board or the Administrator.

(B) The Register of Deeds shall not file or record a plat of a subdivision of land located within the planning jurisdiction of the County that has not been approved in accordance with these provisions, nor shall the Clerk of Court order or direct the recording of a plat if the recording would be in conflict with this Ordinance.

SECTION 2.2 EXISTING AND FUTURE ORDINANCES

All proposed subdivisions of land must comply in all respects with the requirements of all Polk County, state, and federal regulations and requirements.

SECTION 2.3 PENALTIES FOR VIOLATION

(A) It shall be a violation of this Ordinance, for any person who being the owner or the agent of the owner of any land located within the territorial jurisdiction of this Ordinance, to subdivide his land in violation of this Ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under the terms of this Ordinance and recorded in the Office of the Polk County Register of Deeds. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The County, through its attorney or other official designated by the Polk County Board of Commissioners, may enjoin illegal subdivision, transfer or sale of land by action for injunction. Violators of this Ordinance shall not be guilty of a Class III misdemeanor nor subject to fine and/or imprisonment as provided by NCGS 14-4.

(B) The violation of any provision of this Ordinance shall subject the offender to a civil penalty in the amount of 100 dollars to be recovered by the County. Violators shall be issued a written citation which must be paid within 10 days. Each day's continuing violation of this Ordinance shall be a separate and distinct offense.

(C) This Ordinance may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.

(D) Nothing in this section shall be construed to limit the use of remedies available to the County. The County may seek to enforce this Ordinance by using any one, all, or a combination of remedies.

(E) For the purpose of this Ordinance, a Deed of Trust shall not be considered a transfer or conveyance of real property.

SECTION 2.4 SUBDIVISION VARIANCES[4]

(A) The Board of Adjustment may authorize a variance from these regulations when unnecessary hardships would result from carrying out the strict letter of the subdivision ordinance regulations. The Board shall hear and decide all variance requests in accordance with Article X, of the Polk County Zoning Ordinance.

(B) In granting any variance, the Board of Adjustment shall hold an evidentiary hearing. The Board of Adjustment shall take into account the nature of the proposed subdivision, the existing use of land in the vicinity, the existing environmental conditions, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon traffic conditions in the vicinity.

(C) No variances shall be granted unless the Board of Adjustment finds a showing of all of the following:

(1) Unnecessary hardship would result from the strict application of the regulation. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

(2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.

(3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

(4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. The concurring vote of four-fifths of the Board shall be necessary to grant a variance. For the purposes of this subsection, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

(D) Any variance authorized by this ordinance is required to be entered in writing in the minutes of the meeting of the Planning Board and recorded on the final plat in the Office of the Register of Deeds of Polk County.

(E) Board of Adjustment decisions pertaining to variances shall be subject to review by the Superior Court Division of the General Courts of Justice of the State of North Carolina by proceedings in the nature of certiorari. Any petition for review by the Superior Court shall be duly verified and filed with the Clerk of Superior Court within 30 days after the decision is made and in writing.

SECTION 2.5 APPEALS[4]

Appeals from decisions of the Administrator or the Planning Board making an Administrative decision shall be taken to the Board of Adjustment. The Board of Adjustment shall hear and decide appeals in accordance with Article X, of the Polk County Zoning Ordinance.

Appeals from quasi-judicial decisions shall be subject to review by the superior court by proceedings in the nature of certiorari. The owner or other party shall have 30 days from receipt of the written notice of the determination within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the determination within which to file an appeal. In the absence of evidence to the contrary, notice given pursuant to G.S. 160D-4-3(b) by first-class mail shall be deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.

SECTION 2.6 AMENDMENTS

(A) *Authority.* This ordinance may be amended by the Board of Commissioners by approval, in the usual form, of an ordinance specifying the changes to be made.

(B) *Planning Board and Administration Review; Recommendation.*

(1) All proposed amendments to this Ordinance, except those initiated by the Planning Board, shall be submitted to the Planning Board for its recommendations as to approval, approval with specified alterations, or denial.[4]

(C) *Legislative Hearing and Notice.*[4] No proposed amendment to this Ordinance shall be acted upon by the Board of Commissioners until after a public hearing thereon. A notice of the public hearing shall be published once a week for two successive calendar weeks in a newspaper having general circulation in the county. The notice shall be published the first time not less than ten days nor more than 25 days before the date set for the hearing. In computing such period, the day of publication is not included, but the day of the hearing shall be included.

(D) *Limitation on Resubmittal.* Except when initiated by the Board of Commissioners or the Planning Board, no proposed amendment to this Ordinance failing of approval shall be considered in substantially the same form within one year of the date of failure to win approval.

ARTICLE 2. LEGAL PROVISIONS

SECTION 2.7 VALIDITY

Should any section or provision of this Ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 2.8 ABROGATION

This Ordinance shall neither repeal, abrogate, annul, impair or interfere with any existing subdivisions, the plats of which are properly recorded in the Office of Register of Deeds prior to the effective date of this Ordinance nor with the existing easements, covenants, deed restrictions, agreements or permits previously adopted or issued pursuant to law prior to the effective date of this Ordinance.

SECTION 2.9 ADMINISTRATION

The County Manager or his designee is hereby appointed to serve as the Administrator until such time the County Commissioners create a separate position of Administrator.

SECTION 2.10 PLAT APPROVAL REQUIRED FOR BUILDING PERMIT

No building permit may be issued for any construction on any proposed lot shown on a development plan until a final plat has been approved and recorded, except that a building permit may be issued for one (1) structure on one (1) lot shown on any approved development plan prior to recordation of a final plat. The Building Inspector shall deny building permits for subdivision lots created in violation of the terms and conditions of this Ordinance. Denial of a building permit based on a subdivision violation may be appealed to the Board of Adjustment for interpretation of the subdivision ordinance violation.[4]

SECTION 2.11 PLAT REQUIRED FOR LAND SUBDIVISION

All subdivision of parcels requires recordation of a plat. Parcels may not be subdivided by deed alone.

SECTION 2.12 CONFLICT WITH OTHER LAWS

In interpreting and applying the provisions of this ordinance, they shall be held to be the minimum requirements for the promotion of the health, safety, morals or general welfare of Polk County. Where the provisions of any other statute or local ordinance are in conflict, the more restrictive or that imposing the higher standards shall govern.

SECTION 2.13 COMPUTATION OF TIME

Unless otherwise specifically provided, the time within which an act is to be done shall be computed by excluding the first and including the last day. If the last day is a Saturday, Sunday, or legal holiday, that

day shall be excluded. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and holidays shall be excluded.

SECTION 2.14 FEES

(A) Reasonable fees sufficient to cover the cost of administration, inspection, publication of notice and similar matters may be charged to applicants for all permits issued under this ordinance. The amount of fees charged shall be set forth in the County's fee schedule as established by the Board of Commissioners and filed in the office of the Clerk to the Board.

(B) All fees shall be paid upon submission of any signed application required by this Ordinance.

SECTION 2.15 PROPERTY OWNERS' ASSOCIATIONS

(A) No preliminary plat for a subdivision for which a property owners' association will exist shall be approved until all required legal instruments have been reviewed by the County as to legal form and effect and approved by the County.

(B) Property owners' associations or similar legal entities that are responsible for the maintenance and control of open space areas and common areas, including roads and infrastructure/drainage easements, shall be established by the developer who shall record in the Register of Deeds a declaration of covenants and restrictions that will govern the association or similar legal entity. All such agreements shall comply with applicable North Carolina state statutes. A copy of the recorded document shall be provided to the Administrator and such document shall include, but not be limited to, the following:

(1) Provision for the establishment of the association or similar entity is required before any lot in the development is sold or any building occupied and membership shall be mandatory for each homeowner and any successive buyer.

(2) The association or similar legal entity has clear legal authority to maintain and exercise control over such common open space areas.

(3) The association or similar legal entity has the power to compel contributions from residents of the development to cover their proportionate shares of the costs associated with the maintenance and upkeep of such common areas. Further, assessments levied can become a lien on the property if allowed in the master deed establishing the property owners' association or similar legal entity.

(4) The open space restrictions must be permanent, not just for a period of years.

(5) The association or similar legal entity must be responsible for liability insurance, applicable taxes, and the maintenance of open space, recreational facilities, private streets, infrastructure, and other facilities under its control.

(6) The association or similar legal entity must be able to adjust the assessment to meet changing needs.

(7) Covenants for maintenance assessments shall run with the land.

(8) Provision insuring that control of such association will gradually be vested in the property owners' association.

(9) All lands so conveyed shall be subject to the obligation of the grantee or grantees to enforce maintenance and improvement of all common facilities.

(C) The association shall be responsible for maintaining all public storm water drainage systems, private streets, easements, infrastructure and open space not being maintained by the County, State or other approved entity. The cost of such maintenance shall be an obligation of the association.

(D) The developer shall place in a conspicuous manner upon the final plat of the subdivision prior to final plat approval a notation concerning control of all common areas owned/controlled by the association.

(E) In the case of common ownership by a property owners' association, the restrictive covenants shall provide that, in the event the property owners' association fails to maintain the areas in common ownership according to the standards of this Ordinance, the County may, following reasonable notice, demand that deficiency of maintenance be corrected, or enter the open space to maintain it. The cost of such maintenance shall be charged to the property owners' association.

(F) It shall be expressly stated within the restrictive covenants/property owners' association documents that it will be the responsibility of the developer or successors or assigns to enforce such covenants or restrictions until such time as control has been transferred to the Property Owners' Association Board of Directors. It shall be the sole responsibility of the developer, successor or assigns to correct any deficiencies prior to transfer of control over to the Property Owners' Association Board of Directors.

SECTION 2.16 SPLIT JURISDICTION

(a) If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, for the purposes of this Chapter, the local governments may, by mutual agreement pursuant to Article 20 of Chapter 160A of the General Statutes and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under this Chapter for the land, including all development phases on the land, to any one of those local governments.

(b) In the event no mutual agreement or written consent under subsection (a) of this section exists, the landowner of land lying within the planning and development regulation jurisdiction of more than one

local government may elect the planning and development regulations of the local government where the majority of the total acreage of the parcel of land is situated.

(c) This section shall only be applicable to planning and development regulations and shall not affect taxation or other nonregulatory matters. The mutual agreement under subsection (a) of this section shall be evidenced by a resolution formally adopted by each governing board and recorded with the register of deeds in every county where the land is located within 14 days of the adoption of the last required resolution.

ARTICLE 3. SUBDIVISION TYPES & REVIEW PROCEDURES

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REFERENCE TABLE

Approval Needed - Section:	2 lot	Family	Minor	Major Administrative	Major Quasi-judicial
3.2 - Technical Review Panel			X	x*	x*
3.5 - Pre-application meeting	(x)	(x)	x	x	x
3.6 - Two-Lot, Expedited Review for Three Lots[2], & Family Subdivisions	x	x			
3.7 - Minor Subdivisions			x		
3.8- Major Subdivisions				x	x
3.9 - Performance Guarantees				x*	x*
3.10- Presale of lots				x*	x*
4.2 - Sketch Plan for preapplication meeting	(x)	(x)	x	x	x
4.4 - Preliminary Plats			x	x	x
4.5 - Final Plats	x	x	x	x	x
4.6 - Information required on plats	x*	x*	x*	x*	x*
4.7 - Certifications and Other Documentation	x*	x*	x*	x*	x*
4.7.1 - Prelim Plats			x	x	x
4.7.2 - Final Plats	x	x	x	x	x
5.3 (B) - Environmental Impact Checklist				x	x
5.3 (C) - Environmental Impact Statement					x*
5.4 - Traffic Impact Analysis					x*
5.5 - Water & Sewer Requirements			X	x*	x*
5.6 - Lots	x	x	x	x	x
5.7 - Cluster			x*	x*	x*
5.8 - Open Space			x*	x*	x*
5.9 - Easements	x	x	x	x	x
5.10 - General Road Design	x*	x*	x	x	x
5.11 - Public Road Design			x*	x*	x*
5.12 - Private Roads	x	x	x	x	x
5.13 - Private Water & Sewer	x	x	x	x	x
5.14 - Stormwater Drainage Facilities				x*	x*
5.15 - Dam Safety			x*	x*	x*
5.16 - Flood Hazard Areas	x	x	x	x	x
5.17 - Fire Protection				x*	x*
5.18 Erosion & Sedimentation Control	x*	x*	x*	x*	x*
5.19 - Stream Bank Erosion	x*	x*	x*	x*	x*
5.20 - Clear Cutting	x*	x*	x*	x*	x*
5.21 - Steep Slope	x*	x*	x*	x*	x*
5.22 - Surveying	x	x	x	x	x

x* - if applicable (x) - recommended

ARTICLE 3. SUBDIVISION TYPES & REVIEW PROCEDURES

SECTION 3.1 PURPOSE AND APPLICABILITY

The purpose of this Article is to establish an orderly subdivision process for Polk County. It is also the intent of this Article to provide a clear and comprehensive approval process that is fair and equitable to all interests including the petitioners, affected neighbors, County staff, related agencies, the Planning Board, and the Board of Commissioners. Approved plans shall be the guiding documents for final approval and permitting.

SECTION 3.2 TECHNICAL REVIEW PANEL

(A) *Purpose.* The purpose of the Technical Review Panel (TRP) is to facilitate communication and coordination of administrative review and comment between departments and additional technical resources as requested by the Administrator.

(B) *Powers and Duties.* At the discretion of the Administrator, the TRP shall review applications for major subdivision preliminary plats and amendments including major cluster subdivisions. The Administrator shall provide TRP recommendations to the Planning Board.

(C) *Composition:*

(1) The members constituting the TRP, in any case where the Administrator exercises discretion under Section 3.2(B) to require TRP review, shall be selected by the Administrator, at the Administrator's discretion. Such members may be selected by the Administrator from:

County Departments:
Administrator (Planning Department)
County Manager
Building and Fire Inspections
Sheriff's Department
Health Department
Social Services Department
Polk County Agricultural Economic Development Director
Consulting Engineer (as designated by the County Manager)
Other County representatives appointed by the County Manager

Others, at the discretion of the Administrator, may include:
County Attorney
Professionally Recognized Technical Experts
Utilities Providers
Polk County Board of Education
Isothermal Planning & Development Commission
NC Department of Transportation (NCDOT)
NC Department of Environmental Quality (NCDEQ) [2]
NC Division of Water Quality
NC Wildlife Resources Commission
US Army Corps of Engineers
US Department of Agriculture
Any Other Agencies or Officials Designated by the Administrator and/or the Planning Board

(2) The Administrator shall coordinate the TRP review process, document the process, and may request the participation of professional experts or a representative from an adjacent municipality, county, regional or state agency if the Administrator determines that such entities can provide expertise concerning the proposed development.

(3) Determinations regarding new street names or changes in street names must be reviewed by the Polk County 911 Administrator.

(D) *Administrative Procedures.*

(1) Meetings of the TRP participants may be scheduled and held when necessary.

(2) The applicant and representatives may be invited by the Administrator to participate in the review process.

(3) Individual reviews may occur by TRP members and comments individually submitted to the Administrator.

(4) The Administrator shall provide TRP recommendations in writing to the applicant and appropriate body.

SECTION 3.3 SUBDIVISION TYPES

The following subdivision types, each of which is defined in Article 6 of this Ordinance, shall be administered in accordance with the provisions specified herein: two-lot subdivisions, expedited review for three lots[2], family subdivisions, minor subdivisions, major subdivisions, and cluster development subdivisions. In addition, any other subdivision of land which does not fall within a category designated above shall be subject to review by the Planning Board pursuant to procedures reasonably necessary to ensure compliance with this Ordinance.

SECTION 3.4 COMBINATIONS/RECOMBINATIONS AND SUBDIVISION EXEMPTION PLATS[6]

For plats implementing the combinations/recombinations of previously subdivided land or for plats that do not meet the definition of a subdivision as set forth in Article 6, the following shall apply:

(A) *Review Process.* The Administrator shall confirm that the plat does not meet the definition of a subdivision, and that minimum zoning lot sizes are met, if applicable.

(B) *Combination/Recombination and Exemption Plat Special Requirements.*

(1) Prior to recording a plat for combinations/recombinations, the applicant shall provide evidence to the Administrator that the combinations/recombinations of all or portions of parcels of previously subdivided and recorded lands which have been recombined is in such a fashion where the resultant number of parcels is less than or equal to the original number of parcels and meets the requirements of this Ordinance, where applicable. However, in cases where an existing lot of record does not meet the required lot size, a combination/recombination will be approved provided it meets or increases the lot size of the non-conforming lot and does not create another non-conforming lot, or other non-conformity.

(2) Any plat or any part of a plat may be vacated by the owner at any time before the sale of any lot in the subdivision by a written instrument to which a copy of such plat shall be attached, declaring the same to be vacated. Such an instrument shall be approved by the map review officer.[4]

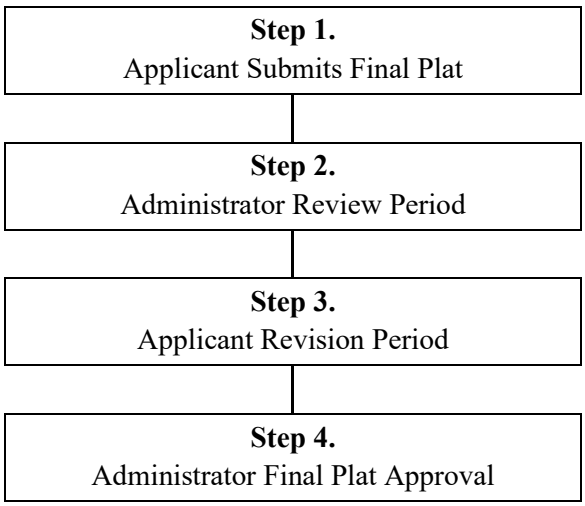
SECTION 3.5 PRE-APPLICATION MEETING

(A) *Two Lot, Expedited Review for Three Lots[2], and Family Subdivisions.* It is recommended that the subdivider meet with the Polk County Administrator in a pre-application conference to informally discuss this ordinance and the subdivision of land in Polk County. It is recommended that a sketch plan of the proposed plat be provided to the Administrator for preliminary review.

(B) *Minor, Major and Cluster Subdivisions.* The subdivider is required to meet with the Polk County Administrator in a pre-application conference to informally discuss this ordinance and the Minor or Major Subdivision of land in Polk County. A sketch plan for minor and major subdivisions and an environmental checklist for major subdivisions shall be provided to the Administrator for review. Requirements for the sketch plan are in Section 4.2. The environmental checklist regulations are in Section 5.3(B). The Administrator will determine if a traffic impact analysis will be required as specified in Section 5.4.

SECTION 3.6 TWO-LOT, EXPEDITED REVIEW FOR THREE LOTS[2], AND FAMILY SUBDIVISIONS

(A) *Two-Lot, Expedited Review for Three Lots[2], and Family Subdivision Review Process.* This is an administrative process. A subdivider may apply to the Administrator, for a final plat review process for Two Lot, Expedited Review for Three Lots[2], and Family Subdivisions. The steps in the boxes below correspond with a detailed description of each step of the process on the following pages.



Step 1. Applicant Submits Final Plat.

(1) The applicant shall submit a final plat in accordance with the requirements set forth in Section 4.5.[4]

(2) The Administrator may request reports from the Polk County Health and Human Services Agency[3], the Polk County Soil and Water Conservation District, and other local, state, or federal officials, agencies, or consultants as deemed necessary.

Step 2. Administrator Review Period.

(1) The Administrator shall review the plat in accordance with the requirements of this Ordinance and any other applicable ordinance. This review shall take not more than 15 working days. After conducting an application completeness review, the Administrator will notify the applicant of any deficiencies. The receipt of a revised application will restart the 15 day review period.

(2) The Administrator may have any other applicable local, state, and federal officials, agencies, or consultants review the plat. The 15 working day limit may be extended up to 45 days if these agencies have been consulted and the Administrator is awaiting a reply.

(3) Failure of the Administrator to act, in writing, on the preliminary plat within the specified response time shall be deemed as a basis for appealing to the Polk County Board of Adjustment.

Step 3. Applicant Revision Period. The applicant shall revise the plat in accordance with the Administrator's review. All necessary revisions shall be made prior to approval by the Administrator. If no revisions are necessary, the final plat may be approved (see Step 4).

Step 4. Administrator Final Plat Approval. Following successful revision of the Final Plat by the applicant (if necessary), the Administrator shall approve the Final Plat by obtaining the applicable signatures as required by Section 4.7.2.

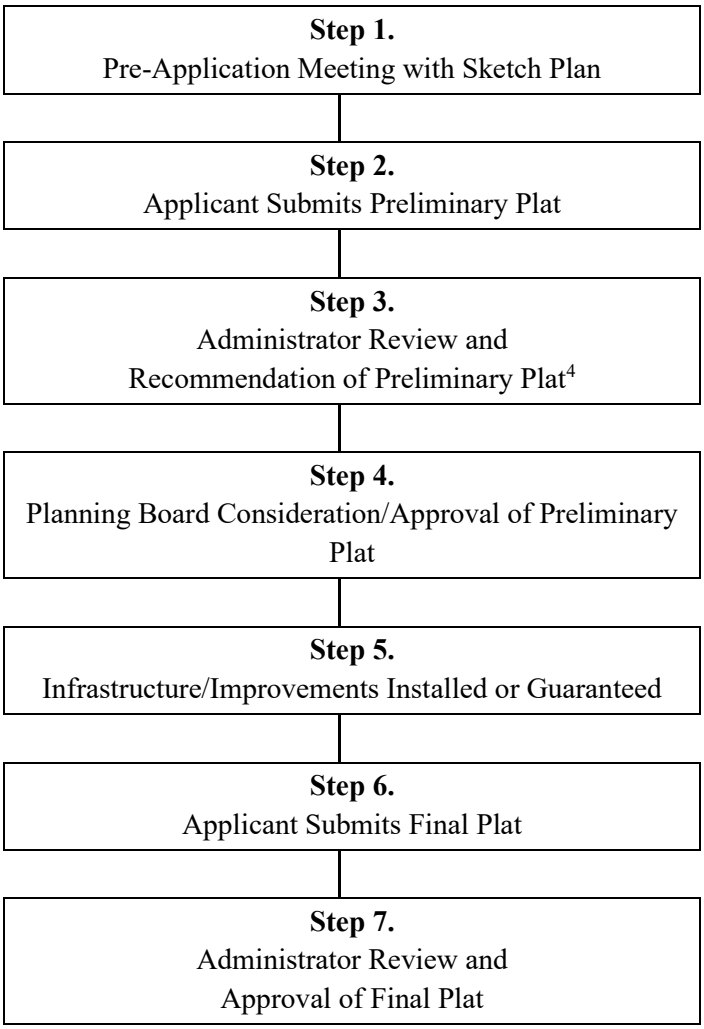
(B) *Subdivision Special Requirements.*[5]

(1) The subdivider shall submit with his application for a Family Subdivision written evidence that the subdivision is a division of land by a property owner among his immediate family, to wit: spouse, children, or their lineal descendants or ascendants, or the lineal descendants or ascendants of said property owner as a gift, or as a settlement of the property owners estate.

(2) The subdivision shall meet the requirements of Section 5.9 and/or 5.12.[5] If a grantor has a recorded access easement, it must transfer along with the property.

SECTION 3.7 MINOR SUBDIVISIONS

Minor Subdivision Review and Approval Process. This is an administrative process. The steps in the boxes below correspond with a detailed description of each step of the process on the following pages.



Step 1. Pre-Application Meeting with Sketch Plan. The applicant shall schedule a pre-application meeting with the Administrator. The applicant shall bring a Sketch Plan of the proposed development to the meeting that meets the requirements set forth in Section 4.2.

Step 2. Applicant Submits Preliminary Plat. The applicant shall submit an application, fee, Preliminary Plat that meets the requirements of Section 4.4, and other required materials. Application must include adjacent property owners' parcel numbers, names and addresses from the Polk County Tax Records of the proposed subdivision.

Step 3. Administrator Review & Recommendation of Preliminary Plat.

(A) The Administrator shall review the plat in accordance with the requirements of this Ordinance and any other applicable ordinances. This review shall take not more than ~~15~~60 working days. The Administrator will conduct an application completeness review and notify the applicant of any deficiencies. The receipt of a revised application will restart the ~~15~~60 day review period.

(B) The Administrator may have any other applicable local, state, federal officials, agencies, or technical experts as specified in Section 3.2(C) (1). The ~~15~~60 working day limit may be extended to a total of ~~45~~ 90days if these agencies have been consulted and the Administrator is awaiting a reply.

(C) The Administrator shall make a written recommendation to the Planning Board regarding the preliminary plat to either (1) approve it, (2) approve it with modifications, or (3) deny it.

(D) The Administrator shall notify the applicant of their recommendations and allow the applicant to resubmit the application, if modifications are required. If resubmittal is desired by the applicant, the revised application will be submitted for Step 3.

Step 4. Planning Board Consideration of Preliminary Plat.[4]

(A) Following completion of Preliminary Plat review, the Administrator shall place the item on the agenda 15 days prior to the next regularly scheduled Planning Board meeting.[4] The Administrator shall send the agenda via certified mail to all owners of parcels adjacent to the proposed subdivision, and post site with sign of meeting.

(B) Presentation of the Subdivision to the Planning Board. The Planning Board receives the preliminary plat, hears presentation from applicant, and discusses proposed subdivision. The review will take place at the next scheduled meeting.

~~(B)~~(C) The Planning Board shall review the plat in accordance with the requirements of this Ordinance, if applicable.

~~(C)~~(D) The Planning Board shall have ~~60~~120 days within which to approve, approve with modifications, or deny the Preliminary Plat.

~~(D)~~(E) The Administrator shall notify the applicant, in writing, of the Planning Board's action.

~~(E)~~(F) Once notification of preliminary plat has been provided by the Administrator in writing, work may commence on roads and infrastructure.

Step 5. Infrastructure/Improvements Installed or Guaranteed. If public improvements are required, said improvements shall be installed and approved by the appropriate state or local agencies, or guarantees for their installation shall be secured before final plat approval in accordance with Section 3.9.

Step 6. Applicant Submits Final Plat. The applicant shall submit a Final Plat that meets the requirements of Section 4.5. This submittal shall include copies of any required NCDEQ[2] or NCDOT permit approvals.

Step 7. Administrator Review & Approval of Final Plat.

(A) The Final Plat shall be submitted not more than one year after the date on which the Preliminary Plat was approved; otherwise, such Preliminary Plat approval shall be null and void unless a written extension of this limit is granted by the Planning Board on or before the one (1) year anniversary of the approval.

(B) The Administrator shall review the plat in accordance with the requirements of this Ordinance and any other applicable ordinances. If the final plat conforms to the approved preliminary plat, all preliminary conditions of approval, and all other applicable requirements, the Administrator shall administratively approve the final plat within ~~15~~60 working days from receipt of a complete final subdivision submittal. All required improvements shall be complete or a performance guarantee package shall be submitted in accordance with Section 3.9 and subsequently approved by the Planning Board.

(C) The final plat must be recorded within fourteen (14) days and a copy of the recorded plat submitted to the Administrator.

SECTION 3.8 MAJOR SUBDIVISIONS

Review and Approval Process for Single Phase and Multi-Phase Major Subdivisions. The Administrative and Quasi-Judicial Processes as specified in the boxes below correspond with a detailed description of each step of the process on the following pages. Major subdivisions that do not require a traffic impact analysis or the preparation of an environmental impact statement will be reviewed and approved through an Administrative Process. Major subdivisions that require a traffic impact analysis or the preparation of an environmental impact statement will be reviewed and approved through a Quasi-Judicial Process.

Administrative Process	***Quasi-Judicial Process***
Step 1. Pre-Application Meeting with Sketch Plan	**Step 1.** Pre-Application Meeting with Sketch Plan and Environmental Checklist
Step 2. Applicant Submits Preliminary Plat & Applicable Documentation, including Master Plan (if multi-phase development)	**Step 2.** Applicant Submits Preliminary Plat & Applicable Documentation, including Environmental Impact Statement (if required) and Master Plan (if multi-phase development)
Step 3. Administrator Review and Recommendation on Preliminary Plat and Multi-Phased Subdivision Master Plan	**Step 3.** Administrator Review and Recommendation on Preliminary Plat and Multi-Phased Subdivision Master Plan
Step 4.[4] Planning Board Consideration/Approval of Preliminary Plat and Multi-Phased Subdivision Master Plan	**Step 4.**[4] Planning Board Evidentiary Hearing and Consideration/Approval of Preliminary Plat and Multi-Phased Subdivision Master Plan
Step 5. Infrastructure/Improvements Installed or Guaranteed	**Step 5.** Infrastructure/Improvements Installed or Guaranteed
Step 6. Applicant Submits Final Plat	**Step 6.** Applicant Submits Final Plat and Supporting Documentation
Step 7. Administrator Review and Approval of Final Plat	**Step 7.** Administrator Review and Approval of Final Plat

Step 1. Pre-Application Meeting with Sketch Plan. The applicant shall schedule a required pre-application meeting with the Administrator. The applicant shall provide a Sketch Plan of the proposed

development that meets the requirements set forth in Section 4.2, and an environmental checklist as specified in Section 5.3(B). Multi-phase developments must include a Master Plan showing individual phases in accordance with Section 4.3.

Step 2. Applicant Submits Preliminary Plat & Applicable Documentation, including Environmental Impact Statement (if required) and Master Plan (if multi-phase development).

(A) The applicant shall submit a Preliminary Plat in accordance with the requirements set forth in Section 4.4.

(B) The applicant shall also submit with the plat an application, fee, and any other required documentation as set forth in Section 4.6. Application must include adjacent property owners' parcel numbers, names and addresses from the Polk County Tax Records of the proposed subdivision.

(C) For multi-phase development, Master Plan phase lines shall be shown on the Preliminary Plat.

(D) For multi-phase development, when a subdivider proposes to construct new roads without initially subdividing lots, the subdivider may present a Preliminary Plat to the Planning Board for approval of the roads only. This option is provided to allow developers the flexibility of designing and platting lots after road construction in order to adjust the subdivision to the existing terrain. A second preliminary plat providing lot subdivision must be submitted for administrative approval by the Planning Board.

(E) Preliminary plats for the phases shall be submitted not more than two (2) years after the date on which the Master Plan was approved, otherwise, such approval shall be null and void unless extended vested rights have been granted in accordance with NCGS 160D.108 or a development agreement has been approved in accordance with NCGS160D.1001-12.[4]

(F) Approval of a Master Plan need not be renewed unless an increase in the number of lots, or overall density or a change in the connectivity to adjacent parcels or roads is proposed.

Step 3. Administrator Review and Recommendation on Preliminary Plat and Multi-Phased Subdivision Master Plan (if required).

(A) The Administrator shall review the plat and multi-phased subdivision master plan in accordance with the requirements of this Ordinance and any other applicable ordinances. This review shall take not more than ~~15~~60 working days. The Administrator will conduct an application completeness review and notify the applicant of any deficiencies. The receipt of a revised application will restart the ~~15~~60 day review period.

(B) The Administrator may have the TRP review the plat and multi-phased subdivision master plan. The ~~15~~60 working day limit may be extended to a total of ~~45~~90 days if these agencies have been consulted and the Administrator is awaiting a reply.

(C) The Administrator shall make recommendations in writing to the Planning Board to approve, approve with modifications, or deny the Preliminary Plat and Multi-Phased Subdivision Master Plan (if required). If the quasi-judicial approval process applies, the recommendations shall be presented to the Planning Board as evidence at the evidentiary hearing by the Administrator. If the administrative approval process applies, the preliminary plat shall be presented to the Planning Board as specified in Section 3.7, Step 4.[4]

Step 4. Planning Board Quasi-Judicial Approval Process (if required).

(A) Major subdivision preliminary plat approvals are quasi-judicial decisions approved by a simple majority vote of the Planning Board.

(B) Once a recommendation of the Administrator on the preliminary plat, environmental impact statement, and master plan (if required) has been prepared, or the ~~45~~90-day period elapses without a recommendation, the Planning Board shall hold an evidentiary hearing to consider action of the preliminary plat at its next regularly scheduled meeting. A quorum of the Planning Board is required for this hearing. In addition, notice shall be given to other potentially interested persons by publishing a notice once a week for two successive calendar weeks in a newspaper having general circulation in the area. The first notice shall be not less than ten (10) or more than twenty-five (25) days prior to the hearing. All owners of the proposed subdivision parcel(s) and all owners of parcels of land abutting the proposed subdivision parcel(s) as shown on the Polk County tax listing shall be mailed a notice of the public hearing by first class mail at the last address listed for such owners on the Polk County tax abstracts.[4]

(C) In approving a preliminary plat, the Planning Board may attach fair and reasonable conditions to the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Planning Board. In no instance shall any of these conditions be less restrictive than any requirements which would pertain to that particular subdivision.

(D) The applicant has the burden of producing competent, material and substantial evidence to establish the facts and conditions relating to preliminary subdivision plat approval including, but not limited to, an environmental impact statement, if required.

(E) The Planning Board shall approve the preliminary plat if it has evaluated the application for approval through a quasi-judicial process and determined that the applicant has demonstrated the following:

(1) The proposed subdivision complies with all applicable standards and regulations of the ordinance and with all other applicable federal, state and county regulations.

(2) The proposed subdivision is in harmony with the County's currently adopted Comprehensive Plan as well as other plans adopted by the Board of Commissioners.

(3) Adequate facilities exist or will be provided prior to the time they are needed. For the purposes of this section, adequate facilities constitute those necessary for the functionality of the subdivision in compliance with this Ordinance and include, without limitation, roads, utilities, stormwater management, and waste and wastewater treatment facilities.

(4) The proposed subdivision shall not result in significant negative environmental impacts, whether direct, secondary, or cumulative. When making this determination, the Board shall give due consideration to any appropriate effective mitigating action(s) proposed or agreed to by the applicant.

(5) The road system in the subdivision will connect to segments of the public road system with adequate capacity to handle the projected traffic flow, both on an average basis and at peak hours. Furthermore, the subdivision shall be so located and designed as to provide direct access to the subdivision without creating substantial additional traffic in residential neighborhoods outside the subdivision.

(6) From a hydrological perspective, the proposed subdivision is not expected to interfere with any presently existing legal use of water nor is it expected to impact the long-term sustainable supply of groundwater. Any discharges of wastewater to surface waters or to the ground shall meet the pretreatment requirements of the state, as well as any requirements of a municipality if the discharge is going to a municipal treatment facility.

In making these determinations, the Planning Board may take into consideration any fair and reasonable conditions imposed pursuant to Step 4(C), above.

(F) The Planning Board shall have up to ~~60~~120 days to approve, approve with modifications, or deny the Preliminary Plat.

(G) The Administrator shall notify the applicant, in writing, of the Planning Board's action. Once Preliminary Plat has been approved, work may commence on roads and infrastructure.

(H) *Evidence/Presentation of Evidence at Evidentiary Hearing.* The provisions of this section apply to all evidentiary hearings. [4]

(1) All persons who intend to present evidence to the Planning Board shall be sworn in by the Chairman at the beginning of the hearing.

(2) All findings and conclusions necessary to the issuance or denial of the requested preliminary plat shall be based upon competent evidence (evidence admissible in a court of law).

(3) The Planning Board Chair has the authority to limit testimony that is irrelevant.

(4) The entirety of an evidentiary hearing and deliberation shall be conducted in open session.

(5) Parties to an evidentiary hearing have a right to cross-examine anyone presenting evidence.

(6) Factual findings must not be based on hearsay evidence which would be inadmissible in a court of law.

(7) If a Planning Board member has prior or specialized knowledge about a case, that knowledge shall be disclosed to the rest of the Board and parties present at the beginning of the hearing.

(8) Members of appointed boards shall not vote on any administrative, advisory or legislative decision regarding a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.

Quasi-Judicial Decisions. - A member of any board exercising quasi-judicial functions shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

(9) The Planning Board, in conducting the hearing, has the authority to issue subpoenas to compel testimony or the production of evidence deemed necessary to determine the matter.

(I) *Modification of Application at Hearing.*

(1) In response to questions or comments by persons appearing at the hearing or to suggestions or recommendations by the Planning Board, the applicant may agree to modify the request for preliminary plat approval, including the plans and specifications submitted.

(2) Unless such modifications are so substantial or extensive that the Planning Board cannot reasonably be expected to perceive the nature and impact of the proposed changes without a revised preliminary plat, the Planning Board may approve the preliminary plat with the stipulation that the plat will not be approved until plans reflecting agreed upon changes are submitted to the Administrator within ~~45~~90 days.

Step 5. Infrastructure/Improvements Installed or Guaranteed. Prior to approval of the final plat, the subdivider shall have installed the improvements specified in this Ordinance or guaranteed their installation as provided in Section 3.9.

Step 6. Applicant Submits Final Plat. The applicant shall submit a Final Plat that meets the requirements of Section 4.5.

Step 7. Administrator Review and Approval of Final Plat.

(A) The Final Plat shall be submitted not more than two (2) years after the date on which the Preliminary Plat was approved through either the administrative or quasi-judicial approval process, otherwise, such approval shall be null and void unless a written extension of this limit (not to exceed six months) is granted by the Planning Board on or before the two (2) year anniversary of the approval. Final plat approval may occur in stages, not exceeding four (4) final plat recordings per each subdivision phase.

(B) The Administrator shall review the Final Plat for compliance with the approved Preliminary Plat and Master Plan (if applicable), verify that all required infrastructure improvements have been completed or guaranteed in accordance with Section 3.9, and ensure that the Final Plat meets the requirements of Section 4.5.

(C) The final plat must be recorded within fourteen (14) days and a copy of the recorded plat submitted to the Administrator.

SECTION 3.9 PERFORMANCE GUARANTEES

In lieu of requiring the completion, installation and dedication of all improvements prior to final plat approval, Polk County may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all required improvements as specified by the approved preliminary plat for that portion of the subdivision to be shown on the final plat within a mutually agreed upon specified time period not to exceed one (1) year. Once agreed upon by both parties and the security required herein is provided, the final plat may be approved by the Polk County Planning Board, if all other requirements of this Ordinance are met. The Planning Board shall require a certified cost estimate from a licensed contractor or engineer for the cost of completion of such improvements.

(A) The subdivider shall provide one of the following Performance Guarantees, elected at the subdivider's discretion, in lieu of installation:

(1) *Surety Performance Bond(s).* The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina. The bond(s) shall be payable to Polk County, and shall be in an amount not to exceed 1 ¼ times the entire cost, as estimated by the subdivider in conjunction with the Planning Board, and approved by the Planning Board for installing all required improvements. The duration of the bond(s) shall be until such time as the improvements are completed and accepted as such by Polk County.

(2) *Cash or Equivalent Security.* The subdivider shall deposit cash, an irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the County or in a non-interest bearing escrow account with a financial institution designated as an

official depository of the County. The use of any instrument other than cash shall be subject to the approval of the Planning Board. The amount of deposit shall not exceed 1 ¼ times the cost, as estimated by the subdivider in conjunction with the Planning Board for installing all required improvements. If cash or other instrument is deposited in escrow with a financial institution as provided above, then the subdivider shall file with the Planning Board an agreement between the financial institution and himself guaranteeing the following:

That said escrow account shall be held in trust until released by the Planning Board and may not be used or pledged by the subdivider in any other matter during the term of the escrow; and

That in the case of a failure on the part of the subdivider to complete said improvements, the financial institution shall, upon notification by the Planning Board and submission by the Planning Board to the financial institution of an engineer's estimate of the amount needed to complete the improvements, immediately either pay to Polk County the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the county any other instruments fully endorsed or otherwise made payable to the County.

(B) Upon default, meaning failure on the part of the subdivider to complete the required improvements in a timely manner as spelled out in the performance bond or escrow agreement, then the surety, or the financial institution holding the escrow account shall, if requested by the County, pay all or any portion of the bond or escrow fund to Polk County up to the amount needed to complete the improvements based on an engineering estimate. Upon payment, the Polk County Board of Commissioners, in its discretion, may expend such portion of said funds as it deems necessary to complete all or any portion of the required improvements. The County shall return to the subdivider any funds not spent in completing the improvements.

(C) The Planning Board may release a portion of any security posted as the improvements are completed and recommended for approval by the Administrator. Within thirty (30) days after receiving the Administrator's recommendation, the Planning Board shall approve or not approve said improvements. If the Planning Board approves said improvements, then it shall immediately release any security posted.

SECTION 3.10 PRESALE OF LOTS

Pre-sale and pre-lease contracts are allowed only after a preliminary plat has been approved. The closing and final conveyance of lots subject to pre-sale and pre-lease contracts may not occur until after the final plat is approved and recorded. The buyer must:

(A) Be provided a copy of the preliminary plat at the time the contract is executed;

(B) Be notified that no final plat has been approved;

(C) Be advised that there is no guarantee that changes will not be made to the plat before final approval;

(D) Be provided a copy of the final plat before final approval by the county; and

(E) Be informed that the contract or lease may be terminated by the buyer/leasee if the final plat differs in any material way from the preliminary plat.

SECTION 3.11 AGGREGATION

Two or more subdivisions shall be aggregated and treated as a single subdivision under this ordinance when (1) they are determined to be part of a unified plan of development, (2) they are physically proximate to one another and (3) there is a reasonable closeness in time between the completion of some or all of one subdivision and the submission of an application for authorization of another subdivision which is indicative of a common developmental effect. Each of the criteria listed below is indicative of a unified plan of development. Whenever one or more are found to exist, the reviewing authority may, but is not required to, determine that two or more projects are part of a unified plan of development.

(A) The same person has control of the developments;

(B) The same person has ownership or a significant legal or equitable interest in the developments;

(C) There is common management controlling the form of physical development or disposition of parcels of the development;

(D) A master plan or series of plans or drawings exists covering the developments sought to be aggregated;

(E) There is a voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated;

(F) There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

ARTICLE 4. SUBDIVISION PLAN REQUIREMENTS

ARTICLE 4 – SUBDIVISION PLAN REQUIREMENTS

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ARTICLE 4. SUBDIVISION PLAN REQUIREMENTS

SECTION 4.1 PURPOSE

The purpose of this Article is to establish the requirements for plat and plan submittal for Subdivisions in accordance with the processes set forth in Article 3.

SECTION 4.2 SKETCH PLANS FOR PRE-APPLICATION MEETINGS

Sketch Plan Contents. A Sketch Plan shall be required for the pre-application meeting with the Administrator. Two (2) copies of the Sketch Plan shall be submitted for the pre-application meeting. The plan shall be scaled and show the approximate proposed layout of streets, lots, buildings, open spaces, and other features in relation to existing conditions. The Sketch Plan shall contain the information specified in Section 4.6.

SECTION 4.3 MASTER PLANS FOR PHASED MAJOR SUBDIVISIONS

(A) *Master Plan Contents.* All phased Major Subdivision Master Plans shall include the information provided in Section 4.6.

(B) *Master Plan Submittal Requirements.* Three (3) full-size copies for staff review; three (3) full-size copies and one (1) reduced (11 x 17) copy for the Planning Board.

(C) Master Plans shall be submitted with the Preliminary Plat for the initial phase.

SECTION 4.4 PRELIMINARY PLATS FOR MINOR AND MAJOR SUBDIVISIONS

(A) *Preliminary Plat Contents.* The Preliminary Plat shall depict or contain the information provided in Section 4.6. Where "proposed/actual" is noted, the proposed information shall be shown on the preliminary plat and the actual information shall be shown on the Final Plat. Preliminary Plats shall be clearly and legibly drawn at a scale of not less than two hundred (200) feet to one (1) inch acceptable to the Register of Deeds of Polk County.

(B) *Certificates and Other Documentation.* All preliminary plats shall contain the certifications outlined in Section 4.7.

(C) *Preliminary Plat Submittal Requirements.* Three full-size copies for staff review; three (3) full-size copies and one (1) reduced (11 x 17) copy for the Planning Board.

ARTICLE 4. SUBDIVISION PLAN REQUIREMENTS

SECTION 4.5 FINAL PLATS FOR ALL SUBDIVISIONS[1]

(A) *Final Plat Contents.* The final plats shall depict or contain the information provided in Section 4.6. Final plats shall be clearly and legibly drawn by a registered land surveyor currently licensed in the State of North Carolina by the NC State Board of Registration for Professional Engineers and Land Surveyors. The plat shall also be drawn at a scale of not less than two hundred (200) feet to one (1) inch and shall be drawn on a sheet acceptable to the Register of Deeds of Polk County.

(B) *Certifications.* The final plat shall contain the certifications outlined in Section 4.7.

(C) *Minor and Major Subdivision Final Plat Submittal Requirements.* Three (3) full-size paper copies for staff review; three (3) full-size paper copies and one (1) reduced (11 x 17) copy for distribution to the Planning Board; one (1) copy for signature; and one (1) full-size copy of the recorded plat.

SECTION 4.6 INFORMATION TO BE PROVIDED ON SKETCH PLANS/PRELIMINARY & FINAL PLATS[1, 4]

The sketch plan, preliminary plat, and final plats shall depict or contain the information indicated in the following table. An X indicates that the information is required.

Information	***Sketch Plan***	***Master Plan***	***Preliminary Plat***	***Final Plat***
Name of proposed development	X	X	X	X
Location (including township, county, and state)	X	X	X	X
Name and address of owner of record		X	X	X
North arrow	X	X	X	X
Boundaries of the property, distinctly and accurately represented with all bearings and distances shown (drawn to scale)	X	X	X	X
Tax map number(s) of the property	X	X	X	X
Adjacent property owners and tax map numbers	X	X	X	X
The zoning classifications of the property to be developed and of adjoining properties (if applicable)	X	X	X	
Existing topographic conditions of the property	X	X	X	
Water courses, watershed, and preserved areas	X	X	X	
Date(s) of survey(s)			X	X
Original submittal date		X	X	
Revision dates		X	X	

ARTICLE 4. SUBDIVISION PLAN REQUIREMENTS

Information	*Sketch Plan*	*Master Plan*	*Preliminary Plat*	*Final Plat*
A sketch vicinity map showing the relationship between the proposed development and surrounding area	X	X	X	X
Scale of drawing in feet per inch in words or figures (no smaller than 1" = 200')		X	X	X
Graphic bar scale	X	X	X	X
Phase lines	X	X	X	
Proposed timetable for development	X	X	X	
Proposed lot lines and corners, lot and block numbers and other dimensions including acreage		X	X	X
Name, address, and registration number of registered land surveyor			X	X
Building setbacks in table format		X	X	X
Existing buildings or structures, railroads, and bridges on the property		X	X	X
Boundaries of floodplains or note stating that property is not within the floodplain	X	X	X	X
Designation of slopes greater than 50%		X		
A statement regarding the proposed amount of grading to take place (see Section 5.18)			X	
A statement regarding the proposed method of stormwater management		X	X	
Existing uses of the land within the proposed subdivision		X	X	
Proposed school sites, parks, or other open spaces		X	X	X
Environmental assessment checklist (see Section 5.3)	X			
Environmental impact statement (see Section 5.3)			X	
Landscaping plan, if applicable			X	
Lighting plan, if applicable			X	
The following data concerning streets:				
Existing street layout and right-of-way/access easement width[5]	X		X	X

Information	*Sketch Plan*	*Master Plan*	*Preliminary Plat*	*Final Plat*
Proposed street types	X	X		
Proposed street types, including cross-sections			X	X
Road name(s) and designation of private or public dedication			X	X
NCDOT written approval of any public road plans, if applicable			X	
A road maintenance agreement[5]				X
Subdivision Roads Disclosure Statement prepared in accordance with NCGS 136-102.6(f)				X
Utilities:				
Utility and other right-of-ways or easements of record on and abutting to the subdivision			X	X
Transmission lines			X	X
Approximate location of natural gas lines			X	X
Approximate location of water and sanitary sewers existing, size and plans for connection to private community or public community or public systems			X	X
Storm sewers, culverts, detention ponds, and other drainage facilities, if any (proposed/actual)			X	X
Other infrastructure details deemed necessary by the Administrator			X	X
Site calculations:				
Total acreage	X	X	X	X
Total number of lots and/or units	X	X	X	X
Area of each lot in acres		X	X	X
Proposed acreage in street right-of-way		X	X	X
Proposed acreage & percent of overall development in open space		X	X	
Proposed acreage in parks, lakes, or other public land usage		X	X	

ARTICLE 4. SUBDIVISION PLAN REQUIREMENTS

Information	*Sketch Plan*	*Master Plan*	*Preliminary Plat*	*Final Plat*
Average lot size			X	X
Overall density per acre		X	X	
Overall percentage and acreage of open space		X	X	
Location of control corners				X
Location and description of all monuments, reference markers and property and lot corners designation of any and all wetlands, designated watershed areas, and North Carolina Geological Survey mapped landslide areas.			X	X

SECTION 4.7 CERTIFICATIONS AND OTHER DOCUMENTATION

4.7.1 Preliminary Plats for Minor and Major Subdivisions

(A) *Certificate of Approval for Preliminary Plat.* This certifies that the Polk County Planning Board approved the preliminary plat of the _____ subdivision on the _____ day of _____, 20___.

_____
Chairman, Polk County Planning Board

(B) Grading and Erosion Control Plan and a North Carolina Department of Environmental Quality (NCDEQ)[2] written approval, if applicable.

(C) NCDEQ[2] written approval for a community or public sanitary sewer system, if applicable.

(D) NCDEQ[2] written approval for a public or community water system, if applicable.

(E) A written statement, if applicable, that:

"The Polk County Health and Human Service Agency[3] has expressed no opinion as to the suitability of private septic systems or water systems on this property. Each lot is subject to individual inspection and approval of septic systems."

(F) A copy of any required NCDOT driveway permit application.

(G) Any other information considered by the subdivider, the Planning Board, the TRP, and/or Administrator to be pertinent to the review of the plat.

4.7.2 Final Plats for All Subdivisions[1, 4]

(A) *Certificates for All Plats.* The following certificates shall appear on all final subdivision plats. Refer to Section 4.7.2(B), (C), (D), and (E) for additional certificates required depending upon subdivision type.

(1) *Certificate of Survey and Accuracy.* I, _____, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, page_____ etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book ___, page ___ that the ratio of precision or positional accuracy as calculated is ___, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this _____ day of _____A.D., 20___.

_____ Official Seal
Professional Land Surveyor

_____
License Number

_____ County, North Carolina

(2) *Certificate of Ownership and Dedication.* I hereby certify that I am (we are) the owner(s) of the property shown and described hereon, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, and dedicate all roads and other easements to public use, where applicable.

_____ _____
Owner(s) Date

(3) *Certification of Private Water/Septic Systems (if applicable).* If the Health Department has not approved private water or septic systems, then the following written statement shall be included on the Plat:

"The Polk County Health and Human Services Agency[3] has expressed no opinion as to the suitability of private septic or water systems on this property. Each lot is subject to individual inspection and approval of septic systems."

(B) *Certificates for Two-Lot, Expedited Review for Three Lots[2], and Family Subdivisions.*

(1) *Certificate of Approval for Recording Final Plat.* I hereby certify that the subdivision plat shown hereon has been found to comply with the Polk County, North Carolina Subdivision Ordinance and that this plat has been approved for recordation with the Polk County Register of Deeds.

_____ _____
Administrator Date

(C) *Certificates for Minor Subdivision Final Plats.*

(1) *Certificate of Approval for Recording Final Plat.* I, _____, Administrator, certify that the said Board fully approved the final plat of the Subdivision entitled _____.

_____ _____
Administrator Date

(D) *Certificates for Major Subdivision Final Plats.*

(1) *Certificate of Approval of Design and Installation of Streets, Utilities, and Other Required Improvements (if applicable).* I hereby certify that all streets, public utilities and other required improvements have been installed in an acceptable manner and according to NC

Department of Transportation and/or Polk County specifications and standards or as otherwise provided for in this Ordinance, or that guarantees for the installation of the required improvements in an amount and manner satisfactory to Polk County have been submitted.

_____ _____
Professional Engineer Date

_____ Official Seal
Registration Number

(2) *Private Road Maintenance Statement (if applicable).* A maintenance statement for private roads shall be submitted to the Planning Board with the Final Plat and recorded at the Register of Deeds at the time the Plat is recorded.

(3) *Watershed Certificate of Approval for Recording.* I certify that the plat shown hereon complies with the County's Watershed Protection requirements and is approved by Polk County for recording in the Register of Deeds office.

_____ _____
Administrator Date

NOTICE: This property is located within a Public Water Supply Watershed- development restrictions apply.

(4) *Flood Damage Prevention Certificate of Approval for Recording.* I certify that the plat shown hereon complies with the County's Flood Damage Prevention Ordinance requirements and is approved by Polk County for recording in the Register of Deeds office.

_____ _____
Administrator Date

(5) *Certificate of Approval for Recording Final Plat.* I, _____ , Administrator, certify that the said Board fully approved the final plat of the Subdivision entitled _____.

_____ _____
Administrator Date

ARTICLE 5. SUBDIVISION DESIGN STARDARDS

ARTICLE 5 – SUBDIVISION DESIGN STANDARDS

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ARTICLE 5. SUBDIVISION DESIGN STARDARDS

SECTION 5.1 PURPOSE

The purpose of this Article is to establish the requirements for subdivision lot configuration, lot access, roadway layout, easements, and utilities to ensure sustainable and adequate subdivision design.

SECTION 5.2 GENERAL PROVISIONS

(A) Each subdivision shall contain the improvements specified in this article, which shall be installed in accordance with the requirements of this Ordinance or guaranteed pursuant to an approved performance guarantee pursuant to Section 3.9 of this Ordinance.

(B) Land shall be dedicated and reserved in each subdivision as specified in this Article.

(C) Each subdivision shall be constructed in accordance with minimum county, state and federal design standards, as applicable.

(D) In order to lessen possible confusion which could hamper the response time for emergency vehicles, the name of a subdivision shall not duplicate nor closely approximate the name of an existing subdivision within Polk County. The applicant is required to check with the Administrator prior to submission of the preliminary plat to avoid name duplication/similarity issues.[1]

(E) *Air Quality.* As required by NCGS Chapter 143, Article 21, all subdivisions shall show proof of compliance, if applicable, with air quality guidelines established by the Division of Environmental Management and NCDEQ[2].

(F) *Farmland Preservation District Setback.* Where a major subdivision of land occurs, a minimum 100 foot setback for all buildings or other structures is required from any Farmland Preservation District. The County strongly encourages any subdivision located adjacent to a Farmland Preservation District to use the Conservation Subdivision Option (NCGS 200A-86, Conservation Subdivisions (Option)). The minimum 100 foot setback from Farmland Preservation Districts, where applicable, must be noted on development plans and final plats.

(G) *Notice of Farmland Preservation District.* If the property proposed for a major subdivision lies within one-half (1/2) mile of any land in a Farmland Preservation District, the applicant must submit an affidavit certifying that the applicant is aware of existing Farmland Preservation Districts as identified on maps provided by the Polk County Office of the Natural Resource Conservation Service. In addition, a note on the final plat for a major subdivision shall state that the property lies within one-half (1/2) mile of land in a Farmland Preservation District.

SECTION 5.3 ENVIRONMENTAL IMPACT STATEMENT

(A) *Preserving Environmental Quality.* In concert with enhancing and preserving environmental quality, the policy of Polk County shall be to use all practicable means and measures to create and maintain conditions under which man and nature can exist in productive harmony and fulfill the social, economic, and other requirements of present and future generations. Every citizen has a responsibility to contribute to the preservation and enhancement of the quality of the environment. There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of Polk County, including their enjoyment of the natural resources of the County. Social, economic, and environmental factors shall be considered together in reaching decisions on proposed activities. In order to carry out the provisions of this chapter, it is the continuing responsibility of the County to use all practicable means, consistent with other essential considerations, to improve and coordinate plans, facilities, programs, and resources to the end that the County may:

(1) Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;

(2) Assure for all citizens safe, healthful, productive and aesthetically and culturally pleasing surroundings.

(3) Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety or other undesirable and unintended consequences;

(4) Preserve important historic, cultural, and natural aspects of the County's heritage~~, and maintain, wherever possible, an environment which supports diversity and variety of individual choice;~~

(5) ~~Achieve a balance between growth and resource use which will permit high standards of living and wide sharing of life's amenities;~~

(6) ~~Enhance the quality of renewable resources and approach the optimum attainable recycling or sustaining of depletable resources; and~~

(7) Support the implementation of the County's currently adopted Comprehensive Plan.

(B) *Environmental Impact Statement Required.* An environmental impact statement is required at the Preliminary Plat stage for all Major Subdivisions, if indicated by the following environmental checklist.

ENVIRONMENTAL CHECKLIST

An environmental impact statement is required if the following environmental assessment rating results in a total of **100 points** or more: [1]

Item		Points
(1)	100 acres or greater, not including open space (defined in Section 5.8)	100
(2)	Dependent on non-public groundwater supply	50
(3)	33% or greater of total project parcel(s) includes slopes of 30% or greater	30
(4)	33% or greater of total project parcel(s) located in a designated WS-II, WS-III, or WS-IV water supply area	25
(5)	Not connected to a central public sewage treatment system	25
(6)	33% or greater of non-open space area located in a floodplain	25
(7)	Parcel(s) located adjacent to a farmland preservation area	20
(8)	Located adjacent to or surface water drains into designated state trout waters[4]	20
(9)	33% or greater of total project parcel(s) includes hydric soils as defined by the US Department of Agriculture	20
(10)	33% or greater of total project parcel(s) includes prime farmland soils as defined by the US Department of Agriculture	15
(11)	33% or greater of total project parcel(s) includes slopes between 20% and <30%	15
(12)	Includes a natural heritage area(s)	15
(13)	Adjacent to land trust/conservation properties	15
(14)	Includes or located within 2,500 feet (direct distance) of a historic property	15
	TOTAL POINTS	**390**
(15)	Cluster subdivision incentive	-50
TOTAL POINTS WITH INCENTIVE		**340**

(C) *Required Information.* The environmental impact statement must include the following when the Administrator determines the information is applicable:

Section 1

Description of the following:

- Proposed action;
- Existing environmental setting;
- Favorable and adverse environmental impacts;
- Identification and cost estimates of alternatives to the adverse impacts;
- Consistency with the County's currently adopted Comprehensive Plan;
- Adequacy of public facilities;
- Soil conditions/limitations and soil disturbing activities;
- Sensitive wildlife habitat areas and/or endangered animal and vegetative species;
- Sustainability of developed area for proposed density;
- Proposed open space, if applicable; and
- Consideration of any traffic impact analysis recommendations and their environmental impact (see Section 5.4).

Section 2

Descriptions of the following are required if there are points assigned to that item in the Environmental Checklist or requested by the Administrator:

- Impact on the agricultural resources (Section 5.3B - 7, 10);
- Impact on conservation/preservation areas (Section 5.3B - 12, 13, 14);
- Surface and/or groundwater hydrological impact analysis (Section 5.3B - 2, 3, 5, 11);
- Proposed wastewater treatment facilities and applicable agency approvals (Section 5.3B - 5);
- Impact on natural resources (Section 5.3 B - 3, 4, 6, 8, 9, 11).

Section 3

(1) *Mitigation.* For each potential cumulative, direct or secondary negative impact which is identified in Section 1 and 2, the alternatives which were considered must be described and specific alternative actions explained. The proposed mitigation action(s) must be identified.

(2) *Technical Basis.* The environmental impact statement must be prepared by and/or include people technically competent to assess impacts, including licensed/ commonly recognized experts when necessary. Such expertise may include, but not be limited to, hydrologists, engineers, economists, etc.

SECTION 5.4 TRAFFIC IMPACT ANALYSIS

(A) *Purpose.* A traffic impact study shall be required for any major subdivision generating more than 800 trips per day, as defined by the most current edition of Trip Generation (Institute of Transportation Engineers). The study will enable Polk County to assess the impact of a proposed subdivision on the highway system when that system is at or near capacity or a safety problem exists. Its purpose is to ensure that proposed developments do not adversely affect the highway network and to identify any traffic problems associated with access from the subdivision to the existing transportation network. The purpose of the study is also to identify solutions to potential problems and to present improvements to be incorporated into the proposed development.

(B) *Conduct.* A traffic impact study shall be prepared by a qualified professional traffic engineer and/or certified transportation planner with previous traffic study experience. The procedures and standards for the traffic impact study are set forth in Section 5.4(E) of this Article.

Prior to the preparation of a traffic impact study, a scoping meeting shall be held, including the planning staff, the applicant, and the preparer of the study. The discussion at this meeting should set the study parameters, including the study area, planned and committed roadway improvements (by NCDOT or others), road links and intersections to be analyzed, preliminary traffic distribution, other planned developments to be considered, traffic growth rate, available data, periods for which analysis is to be performed, and other staff concerns. The qualifications of the preparer may be discussed at or prior to this meeting.

(C) [*Reserved for future purposes.*] [4]

(D) *Capacity Analysis of the Existing System.* An indication of the adequacy of the existing street system is a comparison of traffic volumes versus the ability of the streets to move traffic freely at a desirable speed. The ability of a street to move traffic freely, safely, and efficiently with a minimum delay is controlled primarily by the spacing of major devices utilized. Thus, the ability of a street to move traffic can be increased by restricting parking and turning movements, using proper sign and signal devices, and by the application of other traffic engineering strategies.

Capacity is the maximum number of vehicles which has a "reasonable expectation" of passing over a given section of roadway, during a given time period under prevailing roadway and traffic conditions. The relationship of traffic volumes to the capacity of the roadway will determine the level of service (LOS) being provided. Six levels of service have been selected for analysis purposes. They are given letter designations from A to F with LOS A representing the best operating conditions and LOS F the worst.

(1) *LOS A.* Describes primarily free flow conditions. The motorist experiences a high level of physical and psychological comfort. The effects of minor incidents of breakdown are easily absorbed. Even at the maximum density, the average spacing between vehicles is about 528 feet or 26 car lengths.

(2) *LOS B.* Represents reasonably free flow conditions. The ability to maneuver within the traffic stream is only slightly restricted. The lowest average spacing between vehicles is about 330 feet or 18 car lengths.

(3) *LOS C.* Provides for stable operations, but flows approach the range in which small increases will cause substantial deterioration in service. Freedom to maneuver is noticeably restricted. Minor incidents may still be absorbed, but the local decline in service will be great. Queues may be expected to form behind any significant blockage. Minimum average spacings are in the range of 220 feet or 11 car lengths.

(4) *LOS D.* Borders on unstable flow. Density begins to deteriorate somewhat more quickly with increasing flow. Small increases in flow can cause substantial deterioration in service. Freedom to maneuver is severely limited, and the driver experiences drastically reduced comfort levels. Minor incidents can be expected to create substantial queuing. At the limit, vehicles are spaced at about 165 feet or nine car lengths.

(5) *LOS E.* Describes operation at capacity. Operations at this level are extremely unstable, because there are virtually no usable gaps in the traffic system. Any disruption to the traffic stream, such as a vehicle entering from a ramp, or changing lanes, requires the following vehicles to give way to admit the vehicle. This can establish a disruption wave that propagates through the upstream traffic
flow. At capacity, the traffic stream has no ability to dissipate any disruption. Any incident can be expected to produce a serious breakdown with extensive queuing. Vehicles are spaced at approximately six car lengths, leaving little room to maneuver.

(6) *LOS F.* Describes forced or breakdown flow. Such conditions generally exist within queues forming behind breakdown points.

(E) *General Requirements and Standards.* The traffic impact study shall contain the following information:

(1) *General Site Description.* The site description shall include the size, location, proposed land uses, number of units and gross square footage by land use, existing land use and zoning, construction staging, and completion date of the proposed subdivision to the extent known or able to be described at the time the application is prepared. Types of dwelling units and number of bedrooms shall also be included. A brief description of other major existing and proposed land developments within the study area shall be provided. The general site description shall also include probable socio-economic characteristics of potential site users to the extent that they may affect the transportation needs of the site (i.e., number of senior citizens).

(2) *Transportation Facilities Description.* The description shall contain a full documentation of the proposed internal and existing external transportation system. This description shall include proposed internal vehicular, bicycle, and pedestrian circulation; all proposed ingress and egress locations; all internal roadway widths and rights-of-way, turn lanes,

parking conditions, traffic channelizations; and any traffic signals or other intersection control devices at all intersections within the subdivision.

The report shall describe the entire external roadway system within the study area. Major intersections in the study area and all intersections or driveways adjacent to or within 800 feet of the site shall be identified and sketched. All existing and proposed public transportation services and facilities within one-mile of the site shall also be documented. Future highway improvements, including proposed construction and traffic signalization, shall be noted. All proposed traffic signals shall be approved by the NCDOT Division 14 Office. This information shall be obtained from North Carolina's Transportation Improvement Program and the Polk County Thoroughfare Plan. Any proposed roadway improvements due to proposed surrounding developments shall also be noted.

(3) *Existing Traffic Conditions.* Existing traffic conditions shall be documented for all roadways and intersections in the study area. This shall include documentation of traffic accident counts as recorded by the NC Department of Transportation District Engineers Office, County law enforcement, and the NC Highway Patrol. Existing traffic volumes for average daily traffic, peak highway hour(s) traffic, and peak development generated hour(s) traffic, if appropriate, shall be recorded. Manual traffic counts at major intersections in the study area shall be conducted, encompassing the peak highway and development generated hour(s), if appropriate, and documentation shall be included in the report. Existing average daily or peak-hour traffic counts made within one year of the study date may be used subject to Administrator approval. A volume/capacity analysis based upon existing volumes shall be performed during the peak highway hour(s) and the peak development generated hour(s), if appropriate, for all roadways and major intersections expected to be impacted by development traffic. Levels of service shall be determined for each signalized intersection or roadway segment analyzed above.

This analysis will determine the adequacy of the existing roadway system to serve the current traffic demand. Roadways and/or intersections experiencing levels of service E or F shall be noted as congestion locations (see Section 5.4(D)).

(4) *Transportation Impact of the Development.* Estimation of vehicular trips to result from the proposed subdivision shall be completed for the average weekday, the average daily peak hours of highway travel in the study area, and if appropriate, the peak hour of traffic generation by the subdivision. Vehicular trip generation rates to be used for this calculation shall be obtained from an accepted source such as the most current edition of Trip Generation (Institute of Transportation Engineers). These subdivision-generated traffic movements, as estimated, and the reference source(s) and methodology followed shall be documented. These generated volumes shall be distributed to the study area and assigned to the existing roadways and intersections throughout the study area. Documentation of all assumptions used in the distribution and assignment phase shall be provided. All average daily traffic link volumes within the study area shall be shown graphically. Peak hour turning movement volumes shall be shown for signalized and other major intersections, including all access points to the development. Pedestrian and bicycle volumes at school

crossings and as otherwise applicable shall be reported. Any characteristics of the subdivision that will cause trip generation to vary significantly from average rates available in published sources shall be documented, including such factors as diversion of passer-by traffic, internal capture, staggered work hours, or use of transit.

(5) *Analysis of Transportation Impact.* The total traffic demand that will result from construction of the proposed subdivision shall be calculated. This demand shall consist of the combination of the existing traffic, traffic generated by the proposed subdivision, and traffic due to other developments and other growth in traffic that would be expected to use the roadway at the time the proposed subdivision is completed. If staging of the proposed subdivision is anticipated, calculations for each stage of completion shall be made. This analysis shall be performed for average weekday traffic, the peak highway hour(s) and, if appropriate, peak development-generated hour(s) for all roadways and major intersections in the study area. Volume/capacity calculations shall be completed for all major intersections. It is usually at these locations that capacity is most restricted.

All access points and pedestrian crossings shall be examined for adequate sight distance and for the necessity of installing traffic signals. The traffic signal evaluation shall compare the projected traffic and pedestrian volumes to the warrants for traffic signal installation.

(6) *Conclusions and Recommended Improvements.* Levels of service for all roadways and signalized intersections serving 10% or more of peak-hour project traffic shall be reported. All roadways and/or signalized intersections showing a level of service below D in urban or developed areas or below C in rural areas shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed (see Section 5.4(D)). This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements. All physical roadway improvements shall be shown on the preliminary plat.

(F) *Submission and Implementation.* The traffic impact study will be submitted to the Administrator with, and as a part of, the major subdivision preliminary plat. The Administrator and such other agencies or officials as may appear appropriate in the circumstances of the case shall review the traffic impact study to analyze its adequacy in solving any traffic problems that will occur due to subdivision proposed on the preliminary plat. The Administrator may recommend that certain improvements on or adjacent to the site or on roadways or intersections for which the improvements are needed to adequately and safely accommodate subdivision traffic are mandatory for preliminary plat approval and may recommend that these improvements be included on the approved preliminary plat. The traffic impact analysis and its recommendations will be submitted as evidence at the evidentiary hearing. [4]

Section 5.5 Water and Sewer Requirements

Any minor and major subdivision which has either a public water system or public sewage disposal system or both legally available or to be made available within 500 feet of its boundary as measured along a public right-of-way and/or easement shall have the available systems extended by the developer, at their cost, to provide service to each lot in the subdivision. Water and sewer installations shall be in accordance with the standards of Polk County. When not in conflict with these standards, fire hydrants shall be installed at intervals consistent with the North Carolina Fire Code along the water lines. Where public water and/or sewer are not made available to each lot, service shall be provided as specified in Section 5.13.

Section 5.6 Lots

(A) All lots shall abut on a dedicated public or private street, except that two-lot, expedited three-lot, and family subdivisions may utilized access easements, see Section 5.9 and/or 5.12.[5].

(B) Lot lines may be drawn to the right-of-way or the center of the road of any adjacent road except where an existing property line is drawn within an existing road right-of-way.

(C) All lots identified in a watershed must also meet the requirements of the County's Watershed Protection Ordinance.

(D) The Planning Board may approve the limited use of pan handle lots where it is impractical to serve an isolated lot by an existing or proposed road. A pan handle lot shall have a minimum road frontage of 35 feet for an access strip to an isolated building site.[4,5]

(E) *Subdivision Lot Standards.* The following indicates minimum lot size, road frontage[2] and setbacks for zoned and unzoned areas of the County, as applicable.

(1) For Minor, Two-Lot, Expedited Review for Three Lots, and Family Subdivisions, the following table indicates minimum density and lot standards. Lot standards for areas zoned by Polk County are specified by the Polk County Zoning Ordinance. [2, 4]

Subdivision Lot Minimum Standards	Public Water and Public Sewer	Public or Community Water and Individual or Community Sewer	Individual Water and Individual or Community Sewer
Average Lot Density	2 lots per acre	1 lot per acre	1 lot per acre
Lot Standards Minimum Lot Area	1/2 acre	1 acre	1 acre
Minimum Road Frontage*	50	70	70
Minimum Road Frontage on Cul-de-Sacs	50	50	50
Front Setback	25	25	25
Side Setback	15	15	15
Rear Setback	25	25	25

*** Minimum road frontage requirement shall not apply to a lot in a family subdivision which is situated at the terminus of a family road easement.**

(2) For Major Subdivisions, the following table indicates minimum lot standards, unless the zoning district is more restrictive. Lot width and yard setbacks for areas zoned by Polk County are specified by the Polk County Zoning Ordinance. [2, 4]

Subdivision Lot Density/ Lot Dimensions	Public Water and Public Sewer	Public or Community Water and Individual or Community Sewer	Individual Water and Individual or Community Sewer
Average Lot Density	1 lot per 2 acres	1 lot per 3 acres	1 lot per 5 acres
Lot Standards Minimum Lot Area	1/2 acre	1 acre	1 acre
Minimum Road Frontage**	50	70	70
Minimum Road Frontage on Cul-de-Sacs	50	50	50
Front Setback	25	25	25
Side Setback	15	15	15
Rear Setback	25	25	25

** See 5.6D

(3) *Major Subdivisions Utilizing Cluster Development.* The following table indicates minimum standards for Major Subdivisions that utilize cluster development as outlined in Section 5.7: [2]

Subdivision Lot Minimum Standards	Public Water and Public Sewer	Public or Community Water and Individual or Community Sewer	Individual Water and Individual or Community Sewer
Average Lot Density	1 lot per 2 acres	1 lot per 3 acres	1 lot per 5 acres
Lot Standards Minimum Lot Area	*	*	*
Minimum Open Space Dedication	50%	50%	50%
Minimum Road Frontage for Development**	50 feet	50 feet	50 feet
Exterior Development Setback	50 feet	50 feet	50 feet
All Interior Setbacks	0 feet	0 feet	0 feet

***As required by applicable state and/or local permit requirements.**
**** See 5.6D**

(4) *Minor Subdivisions Utilizing Cluster Development.* The following table indicates minimum standards for Minor Subdivisions that utilize cluster development as outlined in Section 5.7: [2]

Subdivision Lot Minimum Standards	Public Water and Public Sewer	Public or Community Water and Individual or Community Sewer	Individual Water and Individual or Community Sewer
Average Lot Density	2 lots per acre	1 lot per acre	1 lot per acre
Lot Standards Minimum Lot Area	*	*	*
Minimum Open Space Dedication	50%	50%	50%
Minimum Road Frontage for Development**	50 feet	50 feet	50 feet
Exterior Development Setback	50 feet	50 feet	50 feet
All Interior Setbacks	0 feet	0 feet	0 feet

***As required by applicable state and/or local permit requirements.**
**** See 5.6D**

SECTION 5.7 CLUSTER DEVELOPMENTS

(A) The intent of a cluster development is to allow smaller than minimum lot sizes in order to preserve larger areas of open space and environmental resources.

(B) Within subdivisions utilizing cluster development, the minimum lot size may be reduced in accordance with the table contained in Section 5.6 provided the average lot density per acre does not exceed that which is allowed without the use of such cluster development regulations. [2]

(C) In a cluster development, a minimum of 50% of the total area of the parcel being subdivided shall be dedicated to open space.

(D) If individual sewer or water is to serve the building lots, the owner of the subdivision must obtain written approval from the Polk County Health and Human Services Agency[3] that these systems are adequate to serve the building lots. If there is any sharing of water and sewer facilities between the building lot owners, a maintenance plan of these facilities must be filed with the County.

SECTION 5.8 OPEN SPACE

(A) *General Provisions for Open Space*.

(1) Land designated as open space on the approved development plan shall be maintained as open space and may not be separately sold, subdivided, or developed.

(2) Access from a dedicated public or private street, greenway, or trail shall be provided to all designated open space with a minimum 15 foot wide access to the open space area. Lakes used as open space shall provide adequate community access beyond this 15 foot minimum as determined by the Planning Board.

(3) Open space shall be contiguous wherever possible.

(4) County plans, particularly park and open space plans shall be considered when evaluating proposals for dedication.

(B) *Minimum Open Space Dedication.* Open space shall be dedicated in accordance with subsection 5.8(C). Percentages are based on total development area.

(C) *Types of Open Space.* All required open space shall be classified in accordance with this Section. Dedicated open space shall fit into one of the following categories and be classified as private common area open space or public open space.

(1) *Playground.* Playgrounds are for active recreational use and provide sunny and shaded play equipment and play areas for children as well as open shelter with benches. Playgrounds may be part of other types of open space, such as parks, or may stand alone. Minimum Size: 10,000 square feet.

(2) *Square.* Squares are areas for passive recreational use. Squares shall be bounded by streets on a minimum of 50% of their perimeter. Squares are encouraged to be entirely bounded by streets and/or lanes. Squares shall be planted parallel to all streets and shall contain canopy trees along street frontages. Minimum size: 2,000 square feet.

(3) *Park.* Parks may be designed for passive and/or active recreational use. Parks shall be bounded by streets on a minimum of 10% of their perimeter. Large parks should create a central open space which services an entire neighborhood or group of neighborhoods; or incorporates physical features which are an asset to the community (i.e., lake or river frontage, high ground, significant stands of trees). Undergrowth should be limited and landscaping shall be installed in a manner that promotes attractiveness and safety. Parks may be combined with greenways and greenbelts and may include golf courses and community gardens. Minimum size: 1 acre.

(4) *Green.* The green is an open space which is more natural. Like the square, it is small and surrounded by buildings. Unlike the square, it is informally planted and may have irregular

topography. Greens are usually landscaped with trees at the edges and open lawns at the center. Greens should contain no structures other than benches, pavilions, and memorials; paths are optional. Minimum size: 20,000 square feet.

(5) *Greenway.* Greenways are large, irregular open spaces designed to incorporate natural settings such as creeks and significant stands of trees within and between neighborhoods. Greenways are typically more natural and may contain irregular topography. Greenways shall be used for certain active recreational uses including, at a minimum, trails for walking, jogging, equestrian pursuits and biking. Greenways shall connect points of interest in the community such as schools, parks, and other civic uses.

(6) *Greenbelt.* Greenbelts run along the perimeter of a neighborhood, and serve to buffer a neighborhood from surrounding non-compatible uses such as a highway corridor or industrial district, or a developed area from agricultural areas or adjacent towns. Greenbelts differ from the other types of open spaces in that they are left natural, and are not intended for recreational use.

(7) *Agricultural Preserve.* Open spaces designated as Agricultural Preserves shall be used for active bona fide farms in the form of crop cultivation, the keeping of livestock, or equestrian facilities. Agricultural Preserves are encouraged to protect areas of agricultural and rural heritage and promote compatible active agricultural operations. Minimum size: 5 acres.

(8) *Nature Preserve.* Open spaces designated as Nature Preserves shall be left largely undisturbed except for the optional clearing of underbrush for the provision of a walking trail (mulch or other natural material only). Nature Preserve areas are encouraged to protect large stands of trees, wildlife, and natural water features. Nature Preserves are the preferred form of open space for steep slopes in excess of 25% grade. Minimum size: 3 acres.

(D) *Open Space Ownership & Maintenance.*

(1) Open space may be owned or administered by one or a combination of the following methods:

- Ownership by a unit of government or private non-profit land conservancy;
- Ownership by Homeowners Association;
- Ownership by all individual property owners within the subdivision;
- By individual private ownership such as a farmer, developer or other private entity that maintains the open space in accordance with the purposes of this Article (i.e., farming, equestrian facility, etc., excluding confined livestock operations);
- Deed restricted open space easements on individual private properties.

(2) The Polk County Board of Commissioners shall have the authority to accept or reject land dedications made as a requirement of this Section. They shall also have authority to sell

land accepted pursuant to this section with the proceeds of such sale used only for the acquisition, expansion or improvement of recreation, park, or open space sites.

(3) The developer will provide proof of registration of the Articles of Incorporation as specified in Section 2.15 with the appropriate state agency for the formation of the Property Owners' Association to the Planning Department.

ARTICLE 5. SUBDIVISION DESIGN STANDARDS

SECTION 5.9 EASEMENTS

(A) *Utility Easements.* Utility easements shall be provided, where necessary, preferably centered on the side or rear lot lines and shall be at least ten (10) feet wide. [4]

(B) *Access Easement*, An access easement at least 20' feet in width meeting Fire Code, shall provide access from a public roadway to lots created in the interior of the site. A road maintenance agreement prepared for recordation shall be prepared with the plat.[4,5]

(C) *Water Course and Drainage Easements.*

(1) Where a subdivision is traversed by a water course, drainage way, channel, or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially to the lines of such water course.

(2) If an easement is required for physical improvements to control drainage it must be shown on the final plat, including access to the easement for repairs.

(3) Said drainage way shall be of sufficient width to carry storm water runoff from a 10-year storm.

SECTION 5.10 GENERAL PROVISIONS FOR ROAD DESIGN[4]

(A) *Street Names.*

(1) Proposed streets which are obviously in alignment with existing streets shall be given the same name.

(2) In assigning new names, duplication of existing names shall be avoided, and in no case shall the proposed name be phonetically similar to existing names in the County irrespective of the use of a suffix such as street, road, drive, place, court, etc. Street names shall be subject to the approval of the Property Address Administrator.

SECTION 5.11 PUBLIC ROAD STANDARDS

(A) *Minor and Major Subdivision Public Road Design*

(1) All road design must comply with the Polk County Fire Code. All roads proposed for public use shall be annotated "public" on plans and plats and shall be designed and constructed in accordance with the standards necessary to make the roads eligible to be put on the State Highway Maintenance System at a later date. Such standards, hereafter referred to as "State Road Standards", are contained in a publication of the North Carolina Department of Transportation, Division of Highways, titled, "Subdivision Roads - Minimum Construction Standards", a copy of which is available for review in the office of the Administrator. Designation as public shall be presumed an offer of dedication to the public; however, this

does not guarantee that NCDOT will accept the proposed public roads or agree to assume the maintenance responsibility of the proposed public road. Pursuant to GS 136-102.6(d) the NCDOT District Engineer's office must sign a certificate of approval of the design of the public road provided on the face of the final plat for any subdivision where public roads are proposed prior to County approval of the final plat.

(2) If a request for dedication of public roads is made, inspection and approval by the NCDOT must have taken place, and roads must be inspected and approved by NCDOT, but acceptance is not required, before the final plat can be approved by the Planning Board.

(B) *Public Road Dedication and Maintenance.*

(1) All roads proposed for public use by the developer and seller, including those proposed streets which are not eligible to be placed on the State Highway System because there are too few lots or residences, shall be dedicated to the public and shall be designed and constructed in accordance with the standards necessary to make the streets eligible to be put on the state system at a later date.

(2) A written maintenance agreement sufficient for recording in the Office of the Register of Deeds shall be submitted with the final plat. Said maintenance agreement will provide for the subdivider or a property owner's association to maintain the street, drainage facilities, and right-of-way until such time as the street is accepted for maintenance by the state.

SECTION 5.12 PRIVATE ROADS

(A) *Private Roads Defined.*

(1) All private roads shall connect to a public road or shall connect to a public road by way of a private road/recorded easement, meeting Fire Code with a minimum 20' (twenty-feet).[5] .

(2) New roads within a two-lot, family, and three-lot expedited subdivision may be designated by the subdivider as private, provided all streets proposed for private use shall be limited to the following:

- Streets providing exclusive access to residential subdivisions and private resort developments.
- Streets in subdivisions or portions of subdivisions serving too few lots for inclusion into the State Secondary Road System. Streets must meet Fire Code standards.[4,5]

(B) All new private road design for minor and major subdivisions, must comply with the Polk County Fire Code and shall either be constructed to NCDOT "Subdivision Roads - Minimum Construction Standards" or in lieu thereof, private road designs that do not meet minimum standards required by the NCDOT will be accepted provided the proposed design standard is signed and sealed by a duly licensed professional engineer, under Chapter 89C of the NC General Statutes, and meets vehicular traffic and fire apparatus access requirements.[5]

(C) *Maintenance of Private Roads.* All subdivision plats which include private roads shall be accompanied by a disclosure statement (NCGS 136-102.6) for recording, which provides for the maintenance of any kind and all private streets designated within a subdivision by a property owner's association.

SECTION 5.13 PRIVATE WATER AND SEWER

(A) *Submittal Requirements and Approval.*

(1) If the subdivision in question is to have a community sewage disposal system other than one connected to a municipal system, the following is required:

- Depiction of the system and its location with sufficient area for repair if needed.
- An engineered plan as to the system.
- Sealed approval of the local Polk County Health and Human Services Agency.[3]

(2) The local Health Department shall certify that the soil conditions are suitable to support a septic system.

(3) All Preliminary Plats which will require the installation of any water and/or sewerage systems prior to final plat approval shall be accompanied by a written application and/or notice submitted to the appropriate state or local agency responsible for approving the particular system or systems.

(B) *Subdivisions with Individual Water and Sewage Disposal Systems.* Individual septic systems and individual wells shall conform to those requirements as set forth by the local Health Department or agency currently in authority as to sewer disposal. There shall be no requirement as to a well or septic system being in place prior to sale of any lot or parcel.

(C) *Water Quality and Quantity Standards.*

(1) No water supply system shall deliver water without first having said water tested by a certified laboratory and such test approved by the State and/or agency thereof having responsibility for Water Quality Assurance. (This provision shall not apply to an individual well providing water to a single-family residence located on the property of the well.)

(2) Any and all Water Systems including but not limited to individual wells shall comply with the appropriate Standards set forth by the State and/or any agency granted authority to regulate and/or otherwise enforce regulations.

SECTION 5.14 STORMWATER DRAINAGE FACILITIES

The Preliminary Plat shall be accompanied by evidence satisfactory to the Planning Board as to the proposed method of providing for stormwater drainage. If a NCDEQ stormwater management permit is required, such permit shall be submitted with the Preliminary Plat. [4]

SECTION 5.15 DAM SAFETY

Any dam constructed within a subdivision which is greater than fifteen (15) feet in height (measured from the lowest point on downstream top of the dam to the highest point on the fill) and is also greater than ten (10) acre-feet in area (measured from the top of the dam) shall comply with the North Carolina Dam Safety Law of 1967 and the North Carolina Administrative Code Title 15, Subchapter 2K.

SECTION 5.16 FLOOD HAZARD AREAS

In areas of flood hazard, identified on the Flood Insurance Rate Map of Polk County, North Carolina, as Zones A and AE, all subdivisions shall be designed to minimize flood damage in accordance with the provisions of the Polk County Flood Damage Prevention Ordinance.

SECTION 5.16A LANDSLIDE AREAS

Landslide areas shall be included on the preliminary and final plat of all lots affected, as identified by the North Carolina Geological Survey.

SECTION 5.17 FIRE PROTECTION

In major subdivisions without a public water supply and having one or more lots more than one road mile from the nearest state approved fire water source, the developer shall provide a fire water source or sources within the subdivision meeting state specifications in such a manner that no lot is located more than one road mile away from such a fire water source.

SECTION 5.18 EROSION AND SEDIMENTATION CONTROL[1]

The Preliminary Plat shall be accompanied by a written statement from the North Carolina Department of Environmental Quality (NCDEQ) [2]that any required soil erosion and sedimentation control plan has been approved, if required. [4]

SECTION 5.19 STREAM BANK EROSION

Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity in accordance with the North Carolina Sedimentation Pollution Control Act, NCGS 143.34.12, Chapter 113A, Article 4, and the North Carolina Administrative Code Title 15, Chapter 4, and any locally adopted erosion and sedimentation control ordinances.

SECTION 5.20 CLEAR CUTTING

This Section shall not apply to two-lot or family subdivisions.

(A) *Standard.* Properties shall not be clear-cut during the conduct of forestry activities. To maintain the visual character of the site from adjoining properties and right-of-way, a vegetated perimeter buffer shall be maintained while tree harvesting for forestry occurs. A 32-foot wide buffer of naturally existing vegetation or native vegetation shall be maintained along all boundaries of the property being forested that adjoin other properties. Along public rights-of-way, a 50-foot buffer of naturally existing vegetation or native vegetation shall be maintained, exclusive of areas required for access to the site.

(B) *Penalties*. Site plans proposing development of properties that failed to maintain such a buffer during forestry activities shall be denied for a period of three years from the date of clearing.

SECTION 5.21 STEEP SLOPE

(A) *Purpose.* The primary purpose for the slope protection standards is to minimize grading, land instability and the removal of vegetation in order to:

(1) Protect the quality of wetlands and water courses below the slope from increased sedimentation;

(2) Protect steep slope plant and animal habitat from disturbance and development; and

(3) Preserve the aesthetic quality of the natural terrain.

(B) *Steep Slope Areas.*

(1) Slope is the relationship of vertical rise to horizontal run, expressed as a percentage. Steep slope areas shall be defined as land areas that:

(a) Have a grade of 40% or more; and

(b) Have an area of 5,000 square feet or greater.

(2) Steep slope areas refer to natural grades and shall not include man-made grades. Slope calculations shall use the smallest contour interval for which maps are available. Steep slope areas shall be determined irrespective of tract boundaries.

(3) Steep slope areas shall be clearly indicated on all site plans, development plans, preliminary plats and final plats. [4]

(C) *Steep Slope Development Limitations.* Development and land disturbing activity on steep slope areas shall be conducted only in accordance with the following requirements. Compliance with these requirements shall be determined by the approving authority.

(1) Development shall be designed and constructed in order to minimize disturbance to the natural landform as much as possible. Development shall demonstrate appropriate terrain-adaptive design and construction techniques. An inability to design a particular development without significant disturbance to the natural landform may indicate that the site should not accommodate the full amount of proposed development. Alternate site design and construction measures shall be encouraged to mitigate the effects of development on steep slopes. The grade of reconstructed slopes shall not exceed 50%. Non-load bearing retaining walls shall be encouraged in order to reduce the amount of disturbance to the natural slope.

(2) On any tract proposed for construction, no more than 15% of the steep slope area on the tract shall be graded. For purposes of this calculation, the land areas of individual steep

slope areas on the tract shall be added together to establish the total steep slope area for the tract.

(3) Development shall be designed and arranged in order to minimize the impact of street construction on steep slope areas. [4]

SECTION 5.22 SURVEYING

Prior to the approval of the Final Plat, permanent reference points shall have been placed in accordance with the following requirements:

(A) *Subdivision Corner Tie.* At least one corner of the Subdivision shall be designated by course and distance (tie) from a readily discernible reference marker. If a corner is within 2,000 feet of a U.S. Coast and Geodetic Station or North Carolina Grid System coordinated monument, then this corner shall be marked with a monument so designated by computed X & Y coordinates which shall appear on the map with a statement identifying this station or monument. When such a monument or station is not available, the tie shall be made to some pertinent and readily recognizable land marker or identifiable point, physical object or structure.

(B) *Monuments.* Within each block of a subdivision at least two (2) monuments designed and designated as control corners shall be installed. The surveyor shall employ additional monuments if and when required. All monuments shall be constructed of concrete and be at least four (4) inches in diameter or square and not less than three (3) feet in length. Each monument shall have imbedded in the top or attached by a suitable means a metal plate of noncorrosive materials and marked plainly with the point, the surveyor's registration number, the month and year it was installed, and the word "Monument" or "Control Corner". A monument shall be set at least 30 inches in the ground with at least six (6) inches exposed above the ground unless this requirement is impractical.

ARTICLE 6. DEFINITIONS

ARTICLE 6 – DEFINITIONS

Section 6.1 Word Interpretation 6-66
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ARTICLE 6. DEFINITIONS

SECTION 6.1 WORD INTERPRETATION

For the purpose of this Ordinance, certain words shall be interpreted as follows:

(A) Words in the present tense include the future tense.

(B) Words used in the singular number include the plural, and words used in the plural number include the singular, unless the natural construction of the wording indicates otherwise.

(C) The word "person" includes a firm, association, corporation, trust, and company as well as an individual.

(D) The words "used for" shall include the meaning "designed for".

(E) The word "structure" shall include the word "building".

(F) The word "lot" shall include the words, "plot", "parcel", or "tract".

(G) The word "shall" is always mandatory and not merely directory.

SECTION 6.2 ACRONYMS

Below is a list of acronyms (other than zoning districts) and their meanings found throughout the Ordinance:

- BFE: Base Flood Elevation
- EIS: Environmental Impact Statement[4]
- NC: North Carolina
- NCDEQ: North Carolina Department of Environmental Quality[2]
- NCDOT or DOT: North Carolina Department of Transportation
- NCGS or GS: North Carolina General Statute
- POA: Property Owners' Association
- ROW: Right-of-way
- SR: Secondary Road in the North Carolina Secondary Road system
- TRP: Technical Review Panel[4]
- US: United States of America

SECTION 6.3 GENERAL DEFINITIONS

A

Administrator
The County Manager or any other person designated by the Polk County Manager to administer and enforce this Ordinance.

Applicant
A person, firm or corporation submitting an application for development or subdivision and upon whom final responsibility for ensuring compliance with the terms and conditions of the Ordinance rests.

B

Board of Commissioners
The Polk County Board of Commissioners.

Bona Fide Farm
The production and activities relating, or incidental to, the production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market, as defined by NCGS 106-581.1.

C

Cluster Subdivision Incentive
A fifty (50) point deduction from the environmental checklist (Section 5.3) if the proposed major subdivision will be a cluster subdivision.

D

Dedicated Greenway or Trail
Greenways are large, irregular open spaces designed to incorporate natural settings such as creeks and significant stands of trees within and between neighborhoods.

Dedication
A gift, by the owner, of a right of use of land for a specified purpose or purposes. Because a transfer of property rights is entailed, dedication must be made by written instrument, and is completed with an acceptance.

Disclosure Statement
A separate and distinct document prepared by the applicant and approved by the Planning Board which fully and completely discloses the status of any street or road upon which the house, lot, or parcel fronts. A copy of the Disclosure Statement shall be provided to the purchaser of the subject real estate.

Dwelling Unit
A building, or portion thereof, providing complete and permanent living facilities for one family.

E

Easement, Access
See Section 5.9[4,5]

Easement (Right-of-Way)
A grant by the property owner of a strip of land for a specified purpose and use by the public, a corporation, or persons, including access easements.

Environmental Impact Statement (EIS)
An EIS is prepared if the potential impacts of a project are likely to be significant. An EIS provides an extensive evaluation of a project's direct, secondary, and cumulative impacts, and confirmation that such impacts have been avoided, or otherwise mitigated.

Evidentiary Hearing[4]
A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by a development regulation.

F

Farmland Preservation District
A farmland preservation district includes any Voluntary Agricultural District or Enhanced Voluntary Agricultural District which has been approved under the Polk County Agricultural District Ordinances.

G

Groundwaters
Those waters occurring in the subsurface under saturated conditions.

H

Hydrological Assessment
An analysis which considers the impact of a proposed action on the movement of water through the environment on, above, or below the surface of the Earth. The hydrological assessment must include the following:

- The proximity of the proposed water source to the area of use or application;
- All impoundments, streams, groundwater sources, or watercourses that receive water runoff from the proposed actions and any anticipated impact on those waters;
- All economically and technically feasible alternatives to the proposed source, including, but not limited to, conservation, reuse of nonpotable reclaimed water and stormwater, and aquifer storage and recovery;

- The potential environmental impacts that may result from the transport and use of water from the proposed source, and the potential environmental impacts that may result from use of the other water sources identified;
- Whether existing and ~~reasonably~~ anticipated sources of water and conservation efforts are adequate to supply water for existing legal uses and ~~reasonably~~ anticipated future needs of the water supply planning region in which the proposed water source is located;
- Consultations with local governments affected by the proposed transport and use;
- The value of the existing capital investment in water-related infrastructure made by the applicant;
- If a groundwater supply will be utilized, an assessment of the environmental/public benefits impact of individual wells versus central/community wells;
- Actions proposed to preserve surface water quality;
- Whether the proposed action will have an impact on the long-term sustainable supply of groundwater.

I

Impacts, Cumulative
Those effects that result from the incremental effects of the original direct impact combined with the impacts of other past, present, and reasonably foreseeable projects in the area. By itself, a proposed project may not constitute a significant stressor; however, multiple development activities, which individually may be insignificant, can collectively degrade the surrounding ecosystem beyond its ability to recover.

Impacts, Direct
Those effects caused by a project that occur at the same time and place. Direct impacts result from project construction and the project itself. Some examples include:

- Wetlands that are filled and wetland acreage lots when a new road is built through a wetland;
- Cleared forested areas for a project's construction cause mortality or displacement of wildlife; and
- Cleared forested areas cause impacts to water quality and aquatic life from exposed soils running off of the construction site into adjacent wetlands, streams, or reservoirs.

Impacts, Secondary
Those effects which are removed in distance as a result of the project's construction and operation. Secondary impacts are sometimes thought of as "chain reaction" effects. In such cases, an initial project can cause changes in land use, population density, and growth rates that may affect air, water, or other natural cultural systems. The effects of these chain reactions (e.g., commercial/subdivision development in rural areas) may add to other impacts already occurring in the vicinity of the initial project. There are two types of secondary impacts and a project may include one or both of these:

- Encroachment-Alteration Effects: The physical presence of the project may affect the function of natural systems through a series of secondary effects.
- Growth-Inducing Effects: The presence of a project may affect the pattern or density of

development. Some projects are proposed to serve development that is already present, or planned, some are planned to attract new growth, and others will serve a combination of both. These changes in the pattern or density of development would not occur if the project is not implemented.

Impacts, Significant Negative
A reasonable likelihood of more than a moderate (reasonable/not excessive) adverse impact on physical or social environmental quality. Significance is a measure of relevance to the environment (context and intensity) and does not lend itself to a formula or quantifiable test. The context may vary with the physical location/setting. Intensity depends on the magnitude and duration of an impact. The severity of an impact should be weighed along with the likelihood of its occurrence. An impact may be significant if its chance of occurrence is not great, but the resulting environmental impact would be severe if it occurred.

J

K

L

Legislative Hearing[4]
A hearing to solicit public comment on a proposed legislative decision.

Lot
A parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or a recorded map and which is recognized as a separate legal entity for purposed of transfer title.

Lot Size
The total horizontal area within the lines of a lot.

M

Marginal Access Street
A strip of land, owned publicly or privately, set aside primarily for vehicular service access to the back side of properties otherwise abutting a street, an alley.

Master Plan
A tentative plan showing the proposed development of a tract of land for which platting and development is to be carried out in two or more stages.

Mitigation (Mitigative Measures)
The use of any or all of the following actions listed in descending order of preference: (1) avoiding the impact by not taking a certain action; (2) minimizing the impact by limiting the degree or magnitude of the action by using appropriate technology or by taking affirmative steps to avoid or reduce the impact; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected critical area or buffer; (4) reducing or eliminating the impact over time by preservation or maintenance operations during the life of the development proposal; (5) compensating for the impact of replacing, enhancing, or providing substitute critical areas and environments; and (6) monitoring the impact and taking appropriate corrective measures.

N

Natural Resources
Existing natural elements including slope, water supply (ground and surface water), watersheds, floodplains, state designated Trout waters, hydric soils, and/or air quality.

O

Open Space
Area to provide for a predominately pervious land surface providing spaces for landscaping and other visual enhancements, pedestrian circulation, and wildlife habitat. The following are not designated open space: vehicular use area such as drives, parking lots and service areas, and buildings. Pedestrian amenities, both pervious and impervious are permitted in open spaces.

P

Performance Guarantee
An unconditional written understanding, approved by the Planning Board whereby a guarantor agrees that the developer, subdivider or applicant will pay the costs of stated construction improvements if performance is not made as stated.

Plan
A graphic representation or map of the tract of land to be developed indicating all proposed divisions of land, their uses, improvements, and other information as may be required to fully disclose the applicant's intentions. The purpose of a plan is to provide general and specific information and is not intended to be a recordable document.

Plat
A map or plan of a parcel of land which is to be subdivided and is intended to be a recordable document.

Plat, Final
A plat which conforms with the provisions of this Ordinance, the mapping requirements set forth in G.S. 47-30 and The Manual of Practice for Land Surveying in North Carolina. The final plat shall be prepared in accord with this Ordinance and in such a fashion as to be suitable for recording by the Polk County Register of Deeds.

Plat, Preliminary
A tentative plat, including supporting data, indicating a proposed subdivision design, prepared by a NC licensed land surveyor in accordance with this Ordinance and the statutes of the state of North Carolina.

Public Facilities
Facilities owned and operated by a public agency including but not limited to the school system, health care, recreation, emergency services, Sheriff, fire, or other facilities to which the public has access.

Q

Quasi-Judicial – see Evidentiary Hearing. [4]

R

Combination/Recombination[6]
The combining of portions of previously subdivided and recorded lots if the total number of lots is not increased as established by this Ordinance. See section 3.4.

Road or Street, Private
A dedicated private right-of-way which affords access to abutting properties and conforms to the requirements of Section 5.12 of this Ordinance.

Road or Street, Public
Interstates, U.S. routes, N.C. routes, Secondary routes (SR), federal owned routes, municipal routes and/or
A dedicated public right-of-way for vehicular traffic which affords access to abutting properties and conforms with the requirements of Section 5.11 of this Ordinance. A public street is intended to be taken over by the NC Department of Transportation upon completion. [4,5]

S

Setback
The distance from an established property boundary or other line defined in this Ordinance that established the buildable area on the lot.

Sewage Disposal System, Public
Any sewer system owned and operated by a local government or authority established by governmental authority.

Sewer System, Community
Any privately owned sewer system serving more than one residence.

Sewer System, Individual
Any septic tank or ground absorption system serving a single source or connection and approved by the Polk County Health and Human Services Agency[3].

Sketch Plan
A sketch preparatory to the preliminary plat to enable the subdivider to save time and expense in reaching general agreement with the Administrator as to the form of the plat and the objectives of this Ordinance.

Subdivider
Any person, firm or corporation who subdivides or develops any land deemed to be a subdivision as herein defined.

Subdivision[4]
All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development, whether immediate or future, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this Article:

(1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the local government as shown in its subdivision regulations. See Section 3.4.[6]
(2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved.
(3) The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors.
(4) The division of a tract in single ownership whose entire area is no greater than 2 acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the local government, as shown in its subdivision regulations.
(5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

Subdivision, Cluster Development
A type of major or minor subdivision that is intended to allow smaller than minimum lot sizes with dwelling units clustered in smaller areas in order to preserve larger areas of open space and environmental resources.

Subdivision, Expedited Review for Three-Lot[2]

(1) The Administrator shall require only a plat for recordation for the division of a tract or parcel of land in single ownership if all of the following criteria are met:
    a. The tract or parcel to be divided is not already exempt according to the Subdivision definition
    b. No part of the tract or parcel to be divided has been divided in the 10 years prior to the division

c. The entire area of the tract or parcel to be divided is greater than five acres
d. After division, no more than three lots result from the division
e. After division, all resultant lots comply with all of the following:
    i. Any lot dimension size requirements of the applicable land-use regulations, if any
    ii. The use of the lots is in conformity with the applicable zoning requirement, if any
    iii. A permanent means of ingress and egress is recorded for each lot.

Subdivision, Family
A subdivision containing no more than eight lots for the purpose of conveying the resulting parcels or lots to a grantee or grantees who are in any degree of lineal kinship to the grantor, or to a grantee or grantees who are within three degrees of collateral kinship to the grantor. Degrees of kinship shall be computed in accordance with NCGS 104A-1. Lots can be conveyed as a gift, as settlement of the property owner's estate or for a nominal consideration. This term also includes the conveyance of a lot or tract for the purpose of dividing lands among the tenants in common, all of whom, by intestacy or by will, inherited the land from a common ancestor.

Subdivision, Major
A subdivision of land by a property owner into 9 or more lots or parcels for the purpose of sale or development (whether immediate or future).

Subdivision, Minor
A subdivision of land by a property owner into 8 or fewer but more than two (2) lots or parcels for the purpose of sale or development (whether immediate or future).

Subdivision, Two-Lot
A subdivision that involves not more than two (2) lots.

T

U

V

W

Wastewater Treatment Facility
The facility or group of units used for the treatment of industrial or domestic wastewater for sewer systems and for the reduction and handling of solids and gases removed from such wastes, whether or not such facility or group of units is discharging into state waters. Wastewater treatment plant specifically excludes any facility or group of units used for pre-treatment, treatment, or handling of industrial water, wastewaters, reuse waters, and wastes which are not discharged into state waters. Such facilities have been approved by the appropriate state agencies.

Water Supply System, Public
A municipal water supply system or a system for the provision to the public of piped water for human consumption that serves 15 or more service connections or which regularly serves 25 or more individuals. The term includes:

- Any collection, treatment, storage, distribution facility under the control of the operator of the system and used primarily in connection with the system; or
- Any collection or pretreatment storage facility not under the control of the operator of the system that is used primarily in connection with the system.

Water System, Community
Any privately owned water system serving 15 or more residential connections or serving more than 25 year-round residents. Plans and specifications for any community water system require written approval from the North Carolina Department of Environment, Health and Natural Resources, Division of Health Services, Water Supply Branch.

Water System, Individual
A source of water serving a single connection.

Water System, Private
Any water system serving from two (2) to 14 connections, inclusively or 25 or less year-round residents.

X

Y

Z

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 6.A

Items may be added or removed at this time.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 7.A

Approval of October 19, 2026 Meeting Minutes.

ATTACHMENTS

1. October 19, 2026 Minutes DRAFT

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearing & Regular Meeting
October 19, 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 Manager Pittman, Attorney Berg, Clerk to the Board Freeman, and citizens.

1. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to receive comments on the FY 2028 Polk County Transportation Authority (PCTA) 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding, or a combination thereof, Community Transportation Grants. The public hearing was properly advertised in the Tryon Daily Bulletin. (A complete copy of the grant application was available for review upon request.)

   Calan Halford, Transportation and Human Services Program Manager, presented an overview of the proposed grant applications.

   B. Citizen Comments

   There was one citizen comment on the public hearing for the FY 2028 Polk County Transportation Authority Grant Application.

   C. Adjourn Public Hearing

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

2. Call to Order the Regular Meeting - Chairman Yoder

3. Invocation - Vice-Chairman Moore

4. Pledge of Allegiance - Commissioner Beiler.

5. Approval of Agenda

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

   Chairman Yoder requested a motion to approve the agenda with the addition of Personnel to the Closed Session.

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

6. Consent Agenda

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

   A. Approval of the September 21, 2026, Public Hearing and Regular Meeting Minutes.

B. Schedule a Public Hearing for proposed new road names to be considered on Monday, November 16, 2026, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

C. Reschedule the public hearing for consideration of amendments to the Subdivision Ordinance to Monday, November 16, 2026, at 5:00 p.m., in the Bryant H. Womack Justice & Administration Building due to an advertising error, pursuant to NCGS § 160D-601(a).

D. Declare one Health and Human Services Vehicle as surplus to be sold via GovDeals auction. (Asset details attached).

E. Declare miscellaneous Jail kitchen equipment as surplus to be sold via GovDeals auction. (Asset details attached).

F. Project Budget Ordinance Amendment to Reflect Additional Sales Tax Refund-Capital Project.

G. Approval of the 2026 State CashFlow Loan for Debris and Project Ordinance Amendment.

H. 2026 SBI Local Law Enforcement Bonus Program Budget Addition.

I. September tax refund requests in the amount of $525.52.

7. Citizen Comments on Agenda Items.

There was one citizen comment on agenda items.

8. Regular Agenda Items

A. FY 2028 Polk County Transportation Authority Grants & Resolution - To consider approval of 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding Community Transit Grants subsequent to the public hearing - Calan Halford, Transportation and Human Services Program Manager.

Commissioner Melton moved to approve the Fiscal Year 2028 Polk County Transportation Authority Grant Applications and Resolution, seconded by Vice-Chairman Moore, and the motion carried unanimously.

B. NC 911 Grant – E-911 Communications Center Roof Replacement: Bid Award Recommendation, Purchase Order Request, and Budget Amendment - Jeremy Gregg, E-911 Communications Director.

Jeremy Gregg, 911 Director, presented the bid award recommendation, purchase order request, and budget amendment for replacement of the roof at the E-911

Communications Center. He recommended awarding the bid to Hayes Roofing as the lowest responsible bidder. Mr. Gregg explained that they were aware of the need for a roof replacement prior to the renovation project; however, the original renovation grant would not cover the cost of the roof. The Board considered and accepted a separate grant during the December 15, 2025, Board of Commissioners meeting which provided $96,221 in state funding for the roof replacement. Mr. Gregg said that if the board chooses to award the bid to Hayes roofing, the County would be responsible for the remaining $15,339.

Vice-Chairman Moore moved to award the bid to Hayes Roofing as the lowest responsible bidder, as well as accept the purchase order request, and the budget amendment. The

motion was seconded by Commissioner Melton, and the motion carried unanimously.

A. Consideration of a Late Tax Exemption Request for Saluda Pop-Up Pantry and Historic Saluda, Inc.

Melissa O'Loughlin, Tax Administrator, presented a late tax exemption application for Saluda Pop-Up Pantry and Historic Saluda, Inc., requesting consideration for the 2026 calendar year. She explained that applications are due in January and that the application was received in August. In response to the Board's questions regarding the late submission, Mrs. O'Loughlin explained that the organizations did not own the property during the January application period but had since acquired the property and were using it to serve the community. She further explained that the Board's vote would be limited to accepting the application for review. Any determination regarding eligibility and the granting of the tax exemption would be made after she completed her review of the application.

Commissioner Beiler moved to accept the late tax exemption application, seconded by Commissioner Melton, and the motion carried unanimously.

C. Part-Time Regular Finance Position Budget Amendment

Sonya Ayers, Finance Director, presented a request to establish a part-time regular Finance Department position working 24 hours per week. The position would primarily assist with the increased workload associated with FEMA disaster and non-disaster funding. The employee would also provide support for other Finance Department duties as needed. Mrs. Ayers also explained that funding would come from the current fiscal year's available budget, with no additional County funds requested or appropriated.

Vice-Chairman Moore moved to approve the establishment of a part-time regular Finance Department position, and the associated budget amendment, seconded by Commissioner Melton, and the motion carried unanimously.

9. Citizen Comments on Non-Agenda Items.

There were two citizen comments on non-agenda items.

10. Volunteer Board Applications

A. Animal Cruelty Investigators - There are five vacancies and five applicants; Jeanne Peters, Paula Spinale, Sarah McDonald, Shyla Foster, and Ted Owen, DVM. (All applicants have completed the required training).

Commissioner Beiler moved to appoint the applicants as presented to the Animal Cruelty Investigators, seconded by Commissioner Melton, and the motion carried unanimously.

B. Health and Human Services Agency - There are seven vacancies and one applicant; Ellen Thomas.

Vice-Chairman Moore moved to appoint the applicant as presented to the Health and Human Services Agency, seconded by Commissioner Beiler, and the motion carried unanimously.

11. Commissioner Comments.

The Commissioners thanked everyone for attending the meeting and expressed their appreciation to veterans in recognition of Veterans Day, which would take place before the Board's next meeting.

12. 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, and Personnel, seconded by Commissioner Beiler, and the motion carried unanimously.

    B. Motion to return to open session.

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

13. Adjournment

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

Attest:

POLK COUNTY BOARD OF COMMISSIONERS

Kennedy E. Freeman
Clerk to the Board

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 7.B

Schedule a public hearing to be held on December 7, 2026, at 5:00 PM in the Bryant H. Womack Justice and Administration building for consideration of new road names.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 7.C

Designation of Vice-Chairman Moore as the voting delegate for the 2026 NCACC Legislative Goals Conference in Wake County, NC.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 7.D

Budget Amendment to appropriate fund balance to cover Regional Water Commission legal fees through the remainder of the fiscal year.

ATTACHMENTS

1. FB_Appropriated_2_F_Water_Service_Womble_Bond_Dickenson_11.16.2026

BUDGET AMENDMENT: GENERAL FUND BALANCE

DATE: 11/16/2026 BOC Meeting BATCH #: _____ LINE_____

Dept.: Water Services

Amendment # : #2-F Fund Balance

INCREASE EXPENSE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-5930-4400-0	Water Contracted Svcs	$ 15,000	10-3991-0000	Fund Balance Approp	$ (15,000)
		15,000			(15,000)

EXPLANATION: To appropriate fund balance to cover Womble Bond Dickinson Fees through the remaining of the year

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

Date approved & entered into the BOC minutes

BUDGET OFFICER/COUNTY MANAGER **FINANCE OFFICER**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 7.E

Tax Refund Requests for the month of October in the amount of $1,344.49.

ATTACHMENTS

1. Oct refunds

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date:

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Mark Miner	vehicle	$ 145.64	tag surrender
John Fowler	vehicle	$ 138.46	tag surrender
Michael Sprouse	P35-177	$ 211.90	over payment
Alexander Harkness	vehicle	$ 848.49	tag surrender
	TOTAL:	**$ 1,344.49**	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.A

Consideration and approval of the proposed new road names subsequent to the public hearing - Attorney Berg.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.B

Consideration and approval of the proposed Subdivision Ordinance Amendment subsequent to the Public Hearing.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.C

Polk County Community Recreation Facility (Operated by the YMCA of Greater Spartanburg) - Manager Pittman.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.C.I

Approval of the Guaranteed Maximum Price (GMP) and Contract Amendment to A133-2019 Exhibit A.

ATTACHMENTS

1. PCCRF - Statement of GMP 10.12
2. A133-2019 Exhibit A 25.091 Rev. 1.2026-11-12.Finalized (1)



POLK COUNTY COMMUNITY RECREATION CENTER

Guaranteed Maximum Price
October 12, 2026

BUILDING PEOPLE
WHO BUILD COMMUNITIES

201 E Broad Street Suite 102
Greenville, SC, 29601
864-351-2227
www.jmcope.com

Date: October 12, 2026

Attn: Mr. D. Marche Pittman
County Manager
Polk County

Re: Guaranteed Maximum Price: Polk County Community Recreation Facility

Mr. Pittman,

JM Cope, Inc. submits the following Guaranteed Maximum Price Proposal to seek approval for the **Guaranteed Maximum Price** for the new Polk County Community Recreation Facility located in Columbus, NC. This GMP is based upon the drawings, specifications, & addenda provided by LS3P Architects dated June 15, 2026, August 10, 2026, and August 21, 2026, respectively. This total GMP proposal, including Trade Contractor Bid Costs, General Conditions, CM Fee, Insurances, Bonds, Allowances, & Contingencies, is $16,238,367.00.

GMP: Polk County Community Recreation Facility $ 16,238,367.00

We have conducted a thorough scope review with each of the apparent low-bid contractors confirming each subcontractor has included the correct scope of work. This GMP is based upon JM Cope, Inc. receiving a Notice to Proceed (NTP) by November 19, 2026.

JM Cope, Inc. is grateful for the opportunity, and we look forward to working with Polk County on this project. Please call should you have any comments or questions regarding this Guaranteed Maximum Price.

Best Regards,
JM Cope Construction

Hunter Galliher
Project Manager

Cc: Ms. Angé High, Community Services Director, Polk County
Mr. Trey Oakley, CEO, YMCA
Mr. John Jennings, Senior Design Director, Gro-Dev
Mr. Brian Rigby, COO/Director of Design, Gro-Dev
Ms. Emily Kite, Associate Principal, LS3P
Ms. Maggie Carnevale, Vice President, LS3P
Mr. Robert Stenhouse, Project Designer, LS3P
Mr. Collin Mickey, Architect, LS3P
Mr. Chad Webb, Executive Vice President, JM Cope
Mr. Garret Brink, Senior Project Manager, JM Cope
Mr. Esteban Camacho, Preconstruction Manager, JM Cope
Mr. Kevin Conrad, Senior Preconstruction Manager, JM Cope
Mr. Eric Pond, Director of Preconstruction, JM Cope

CONTENTS

As one of the largest local general contractors in the Carolinas, J.M. Cope brings unmatched experience building communities.

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SECTION FIVE
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EXHIBIT G: Certified Bid Tabs

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SECTION ONE

Exhibit A
GMP SUMMARY

EXHIBIT A: GMP SUMMARY

POLK COUNTY COMMUNITY RECREATION FACILITY

COLUMBUS, NC

October 13, 2026

Bid Packages		Contractor	BID PERIOD #01: PRE-ENGINEERED METAL BUILDING	BID PERIOD #02: SITEWORK	GMP #01: PEMB & SITEWORK	BID PERIOD #03: VERTICAL CONSTRUCTION & EXTERIOR IMPROVEMENTS	GMP #02: Vertical Construction & Exterior Improvements	TOTAL CONSTRUCTION COST: GMP#01 + GMP#02		Estimate	Variance to Est
BP0100 - GENERAL TRADES		Bucket Mop & Broom				$ 293,774	$ 293,774	$ 293,774	$ 8.32	$ 281,319	$ 12,455
BP0105 - FINAL CLEANING		Bucket Mop & Broom				$ 31,090	$ 31,090	$ 31,090	$ 0.88	$ 33,331	$ (2,241)
BP0235 - AGGREGATE PIERS		ALLOWANCE		$ 175,000	$ 175,000			$ 175,000	$ 4.95	$ 75,000	$ 100,000
BP0300 - TURNKEY CONCRETE		Foundations Unlimited				$ 878,366	$ 878,366	$ 878,366	$ 24.86	$ 597,684	$ 280,682
BP0400 - TURNKEY MASONRY		Vega				$ 319,500	$ 319,500	$ 319,500	$ 9.04	$ 200,178	$ 119,322
BP0500 - TURNKEY STRUCTURAL & MISC. STEEL		Smith Architectural Metals				$ 353,552	$ 353,552	$ 353,552	$ 10.01	$ 210,050	$ 143,502
BP0742 - INTERIOR METAL WALL PANELS		Martin Roofing				$ 169,800	$ 169,800	$ 169,800	$ 4.81	$ -	$ 169,800
BP0790 - SPRAY INSULATION, DAMP PROOF, SEALANTS		Swanger Specialties				$ 78,000	$ 78,000	$ 78,000	$ 2.21	$ 92,903	$ (14,903)
BP0800 - TURNKEY DOORS, FRAMES, HARDWARE		Cook & Boardman				$ 205,510	$ 205,510	$ 205,510	$ 5.82	$ 187,700	$ 17,810
BP0840 - CURTAIN WALL, STOREFRONT, GLASS & GLAZING		A1				$ 449,131	$ 449,131	$ 449,131	$ 12.71	$ 489,274	$ (40,143)
BP0920 - FRAMING, DRYWALL, & ACT		Grey Interiors				$ 587,526	$ 587,526	$ 587,526	$ 16.63	$ 417,456	$ 170,070
BP0964 - WOOD FLOORING		Southern Flooring				$ 101,150	$ 101,150	$ 101,150	$ 2.86	$ 133,144	$ (31,994)
BP0965 - RESILIENT FLOORING, CARPET, TILE & BASE		Atlanta Flooring				$ 273,714	$ 273,714	$ 273,714	$ 7.75	$ 292,477	$ (18,763)
BP0990 - PAINTING & WALL COVERINGS		NJR				$ 110,000	$ 110,000	$ 110,000	$ 3.11	$ 141,285	$ (31,285)
BP1000 - TOILET SPECIALTIES, ACCESSORIES, & DIV 10		Cook & Boardman				$ 48,935	$ 48,935	$ 48,935	$ 1.39	$ 34,648	$ 14,287
BP1014 - SIGNAGE		Owner Furnished				$ -	$ -	$ -	$ -	$ 47,600	$ (47,600)
BP1022 - OPERABLE PARTITIONS		Proven Products				$ 30,300	$ 30,300	$ 30,300	$ 0.86	$ 48,000	$ (17,700)
BP1073 - ALUMINUM CANOPIES & WALKWAY COVERS		Charlotte Tent & Awning				$ 22,272	$ 22,272	$ 22,272	$ 0.63	$ 13,440	$ 8,832
BP1166 - ATHLETIC EQUIPMENT		Scotts Equipment & Surfacing				$ 99,000	$ 99,000	$ 99,000	$ 2.80	$ 111,958	$ (12,958)
BP1220 - WINDOW TREATMENTS		Commonwealth Blinds & Shades				$ 14,965	$ 14,965	$ 14,965	$ 0.42	$ 17,000	$ (2,035)
BP1230 - FINISHED CARPENTRY & CASEWORK		Interior Wood Specialties				$ 52,939	$ 52,939	$ 52,939	$ 1.50	$ 49,790	$ 3,149
BP1317 - SWIMMING POOL		Paddock				$ 1,103,305	$ 1,103,305	$ 1,103,305	$ 31.23	$ 1,425,000	$ (321,695)
BP1320 - PEMB ERECTION & INSULATION		Danforth Construction Group, LLC				$ 647,462	$ 647,462	$ 647,462	$ 18.33	$ 632,739	$ 14,723
BP1330 - SPECIAL STRUCTURES: RETRACTABLE ROOF		Dynadome				$ 1,601,306	$ 1,601,306	$ 1,601,306	$ 45.32	$ 1,440,500	$ 160,806
BP1334 - PRE-ENGINEERED METAL BUILDING (PEMB)		Ascent Buildings, LLC	$ 1,148,583		$ 1,148,583			$ 1,148,583	$ 32.51	$ 1,209,700	$ (61,117)
BP1420 - ELEVATORS		Otis				$ 174,000	$ 174,000	$ 174,000	$ 4.92	$ 130,000	$ 44,000
BP2100 - FIRE PROTECTION		Overwatch Fire & Security				$ 123,415	$ 123,415	$ 123,415	$ 3.49	$ 151,331	$ (27,916)
BP2200 - TURNKEY PLUMBING		WN Kirkland				$ 658,900	$ 658,900	$ 658,900	$ 18.65	$ 525,752	$ 133,148
BP2300 - TURNKEY HVAC		Steelwater Construction				$ 1,114,207	$ 1,114,207	$ 1,114,207	$ 31.54	$ 1,454,370	$ (340,163)
BP2600 - TURNKEY ELECTRICAL		Fountain Services				$ 1,407,700	$ 1,407,700	$ 1,407,700	$ 39.84	$ 1,024,516	$ 383,184
BP3213 - CONCRETE PAVING & SIDEWALKS		Included in BP0300				$ -	$ -	$ -	$ -	$ 86,565	$ (86,565)
BP3231 - FENCES & GATES		Allison Fence				$ 50,617	$ 50,617	$ 50,617	$ 1.43	$ 3,190	$ 47,427
BP3290 - LANDSCAPING		Renegar				$ 159,778	$ 159,778	$ 159,778	$ 4.52	$ 110,344	$ 49,434
BP3400 - TURNKEY SITEWORK		Tennoca Construction		$ 1,355,200	$ 1,355,200			$ 1,355,200	$ 38.36	$ 1,666,933	$ (311,733)
BID DAY TOTAL			**$ 1,148,583**	**$ 1,530,200**	**$ 2,678,783**	**$ 11,160,214**	**$ 11,160,214**	**$ 13,838,997**	$ 391.71	$ 13,335,175	$ 503,822
2.25%	PAYMENT & PERFORMANCE BONDS		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,042	$ (300,042)
SUBCONTRACT COST WITH ACCEPTED VM			**$ 1,148,583**	**$ 1,530,200**	**$ 2,678,783**	**$ 11,160,214**	**$ 11,160,214**	**$ 13,838,997**	$ 391.71	$ 13,635,217	$ 203,780
3.00%	CONSTRUCTION CONTINGENCY		$ 35,207	$ 46,656	$ 81,863	$ 337,506	$ 337,506	$ 419,370	$ 11.87	$ 409,057	$ 10,313
LSUM	DESIGN CONTINGENCY		$ 25,000	$ 25,000	$ 50,000	$ 90,000	$ 90,000	$ 140,000	$ 3.96	$ 252,519	$ (112,519)
0.00%	ESCALATION		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,264	$ (102,264)
COST OF WORK SUBTOTAL			**$ 1,208,790**	**$ 1,601,856**	**$ 2,810,646**	**$ 11,587,721**	**$ 11,587,721**	**$ 14,398,367**	$ 407.54	$ 14,399,056	$ (689)
LSUM	GENERAL CONDITIONS		$ 118,271	$ 156,729	$ 275,000	$ 684,055	$ 684,055	$ 959,055	$ 27.15	$ 959,055	$ -
EXCL	BUILDING PERMIT (By Owner)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.10%	INSURANCES AND BONDS		$ 29,438	$ 39,011	$ 68,449	$ 272,556	$ 272,556	$ 341,006	$ 9.65	$ 341,021	$ (15)
3.75%	CM FEE		$ 45,330	$ 60,070	$ 105,399	$ 434,540	$ 434,540	$ 539,939	$ 15.28	$ 539,964	$ (25)
Project Grand Total			**$ 1,401,829**	**$ 1,857,666**	**$ 3,259,495**	**$ 12,978,872**	**$ 12,978,872**	**$ 16,238,367**	**$ 459.62**	**$ 16,239,097**	**$ (730)**

SECTION TWO

Exhibit B
ALTERNATES SUMMARY

EXHIBIT B: ALTERNATES SUMMARY
POLK COUNTY COMMUNITY RECREATION FACILITY
COLUMBUS, NC
October 12, 2026

Alternate No.	Alternate Description	Packages Affected	BP0100	BP0300	BP0400	BP0500	BP0840	BP0920	BP0965	BP1230	BP1317	BP1320	BP1330	BP1334	BP2100	BP2200	BP2300	BP2600	BP3213	BP3231	BP3400	Status (A/R)
JMC-1	P&P Bonds (Packages<$200,000)	All	$ 5,760.28	$ 17,700.00	$ 4,500.00	$ 3,695.00	$ 4,135.96	$ 5,826.00	$ 3,768.00	$ -	$ 14,390.00	$ 10,906.00	$ -	$ -	$ -	$ 13,000.00	$ 10,300.00	$ 16,700.00	$ 7,000.00	$ -	$ 13,500.00	A
ALT-1	Walking Track	All	$ -	$ (18,587.00)	$ -	$ 57,968.00	$ -	$ -	$ 18,745.74	$ 1,543.00	$ -	$ 46,000.00	$ -	$ 76,499.00	$ (9,450.00)	$ -	$ -	$ -	$ -	$ -	$ -	A
ALT-2.1	Interior Wall Liner Panel Option #1: McElroy R-Panel, MBCI PBR or Approved Equal	BP1334, BP1320	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,649.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	P
ALT-2.2	Interior Wall Liner Panel Option #2: McElroy Mega Rib, MBCI 7.2 or Approved Equal	BP1334, BP1320	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,678.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	P
ALT-3	Deduct: Natatorium w/ Retractable Roof Structure	All	$ -	$ (10,005.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,601,306.00)	$ -	$ -	$ -	$ (42,096.00)	$ -	$ -	$ 46,803.00	$ -	R
ALT - 4	Vinyl Multi Use Floor System in Gymnasium	BP0964, BP0965, PB0300	$ -	$ -	$ -	$ -	$ -	$ -	$ 149,796.27	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	R
JMC-2	Add Cost to include BP3213 - Site Concrete SOW	BP0300	$ -	$ 73,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	A

SECTION FOUR

EXHIBIT C
ALLOWANCE LOG

EXHIBIT C: SCHEDULE OF ALLOWANCES

POLK COUNTY COMMUNITY RECREATION FACILITY

COLUMBUS, NC

October 12, 2026

ALLOW #	BID PACKAGE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ALLOWANCE AMOUNT
GMP#01 - 1	BP1334	Furnish & Deliver Anchor Bolts, Nts, & Washers required for the PEMB structure	1	LSUM	$ 8,500.00	$ 8,500
GMP#02 - 1	BP3400	Mass Rock Removal	50	CUYD	$ 80.00	$ 4,000
GMP#02 - 2	BP3400	Trench Rock Removal	50	CUYD	$ 220.00	$ 11,000
GMP#02 - 3	BP3400	Unsuitable Soil Removal, Disposal Onsite	500	CUYD	$ 15.00	$ 7,500
GMP#02 - 4	BP3400	Unsuitable Soil Removal, Disposal Offsite	1,900	CUYD	$ 30.00	$ 57,000
GMP#02 - 5	BP3400	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils	2,250	CUYD	$ 25.00	$ 56,250
GMP#02 - 6	BP3400	Replacement of Removed Rock or Unsuitale with ABC Stone	250	CUYD	$ 92.00	$ 23,000
GMP#02 - 7	BP3400	Woven Geotextile Fabric	500	SQYD	$ 5.00	$ 2,500
GMP#02 - 8	BP3400	Biaxial GeoGrid	500	SQYD	$ 6.00	$ 3,000
GMP#02 - 9	BP3400	Silt Fence	100	LNFT	$ 10.00	$ 1,000
GMP#02 - 10	BP3400	Sawcut, Remove, & Repair Binder Course	150	SQYD	$ 30.00	$ 4,500
GMP#03 - 1	BP1334	PEMB Deisgn, AHJ, & Permit Contingency Allowance	1	LSUM	$ 25,000.00	$ 25,000
GMP#03 - 2	BP3400	Civil Design, AHJ, & Permit Reconciliation Allowance	1	LSUM	$ 25,000.00	$ 25,000
GMP#03 - 3	All	Vertical Construction & Exterior Improvement Design, AHJ, & Permit Reconciliation Allowance	1	LSUM	$ 52,858.00	$ 52,858
GMP#03 - 4	BP0235	Aggregate Piers	1	ALLOW	$ 175,000.00	$ 175,000
GMP#03 - 5	BP3231	Dumpster Screen	1	LSUM	$ 7,142.00	$ 7,142
GMP#03 - 6	BP0840	Gym Mirrors	1	LSUM	$ 30,000.00	$ 30,000
TOTAL ALLOWANCES:						**$ 493,250**

SECTION FIVE

EXHIBIT D
UNIT PRICE LOG

EXHIBIT D: SCHEDULE OF UNIT PRICES

POLK COUNTY COMMUNITY RECREATION FACILITY

COLUMBUS, NC

October 12, 2026

UP #	BID PACKAGE	DESCRIPTION	UNIT PRICE	UNIT OF MEASURE
GMP#02 - 1	BP3400	Mass Rock Removal	$ 80.00	CUYD
GMP#02 - 2	BP3400	Trench Rock Removal	$ 220.00	CUYD
GMP#02 - 3	BP3400	Unsuitable Soil Removal, Disposal Onsite	$ 15.00	CUYD
GMP#02 - 4	BP3400	Unsuitable Soil Removal, Disposal Offsite	$ 30.00	CUYD
GMP#02 - 5	BP3400	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils	$ 25.00	CUYD
GMP#02 - 6	BP3400	Replacement of Removed Rock or Unsuitale with ABC Stone	$ 92.00	CUYD
GMP#02 - 7	BP3400	Woven Geotextile Fabric	$ 5.00	SQYD
GMP#02 - 8	BP3400	Biaxial GeoGrid	$ 6.00	SQYD
GMP#02 - 9	BP3400	Silt Fence	$ 10.00	LNFT
GMP#02 - 10	BP3400	Sawcut, Remove, & Repair Binder Course	$ 30.00	SQYD

SECTION SEVEN

EXHIBIT E
NON-RESPONSIVE BIDDERS

201 E Broad Street Suite 102
Greenville, SC, 29601
864-351-2227
www.jmcope.com

Date: October 12, 2026

Attn: Mr. D. Marche Pittman
County Manager
Polk County

Re: EXHIBIT E: Polk County Community Recreation Facility, Non-Responsive Bidders

Mr. Pittman,

Listed below are the apparent low-bid subcontractors that withdrew their bids due to non-inclusive pricing, missing scope items, or acknowledgment of bid tiebreaker.

1. BP0300 – Turnkey Concrete: Thorsland Concrete did not include a complete scope of work within their bid proposal. We have conducted a scope review with Foundations Unlimited and confirmed they have a complete scope of work.
2. BP0920 – Framing, Drywall, & ACT: Styles Contracting did not include a full scope of work within their bid proposal. We have conducted a scope review with Grey Interiors and confirmed they have a complete scope of work.
3. BP1073 – Aluminum Canopies & Walkway Covers: East Coast TVM did not include in their bid proposals a specified manufacturer. We have conducted a scope review with Charlotte Tent & Awnings and confirmed they have included a specified manufacturer and that they have included a complete scope of work.
4. BP2200 – Turnkey Plumbing: Hickory Mechanical, Inc. made a mathematical error while assembling their bid resulting in a miscalculation related to the excavation time making their bid unresponsive. We have conducted a scope review with WN Kirkland and confirmed they have a complete scope of work.

If you have any questions, please feel free to give me a call.

Best Regards,
JM Cope Construction

Hunter Galliher
Project Manager

Cc: Ms. Angé High, Community Services Director, Polk County
Mr. Trey Oakley, CEO, YMCA
Mr. John Jennings, Senior Design Director, Gro-Dev
Mr. Brian Rigby, COO/Director of Design, Gro-Dev
Ms. Emily Kite, Associate Principal, LS3P
Ms. Maggie Carnevale, Vice President, LS3P
Mr. Robert Stenhouse, Project Designer, LS3P
Mr. Collin Mickey, Architect, LS3P
Mr. Chad Webb, Executive Vice President, JM Cope
Mr. Garret Brink, Senior Project Manager, JM Cope
Mr. Esteban Camacho, Preconstruction Manager, JM Cope
Mr. Kevin Conrad, Senior Preconstruction Manager, JM Cope
Mr. Eric Pond, Director of Preconstruction, JM Cope

SECTION EIGHT

EXHIBIT F
QUALIFICATIONS

346 9th St SE
Hickory, NC 28602
803-329-3250
www.jmcope.com

Date: October 12, 2026

Attn: Mr. D. Marche Pittman
County Manager
Polk County

Re: EXHIBIT F: Qualifications & Clarifications

Mr. Pittman,

JM Cope, Inc. submits the following Qualifications & Clarifications:

- Total project cost is $18,590,394 including construction costs of $16,238,367.
- All low voltage wiring, fixtures, or equipment for Communication, Audio Visual, & Security Systems are by owner and included in the total project costs.
- Site lighting including poles, bases, conduit and conductors will be leased from Duke Energy.
- Interior and Exterior signage scope of work is included in total project costs by owner. Includes foundation & base.
- This GMP is based on an asphalt index of $765.63/Ton.
- FFE including scoreboards, residential appliances, gym/exercise equipment, lockers & benches are in total project budget and provided by owner.
- Environmental impact fees are by owner and included in the total project budget.
- Owner Testing, Special Inspections, Third Party Material Testing, etc are by owner and included in total project costs.
- Meter & tap fees are by owner and included in total project costs.
- Primary electrical utility including transformers, power poles, low voltage, fiber, etc. to include any conduit, wiring, or duct banks or conductors are by Duke Energy or Service provider. Costs are captured by Owner in total project costs.
- This GMP includes taxes on imported materials at typical interval increases for the duration of construction project.

Should you have any questions about these clarifications and assumptions, feel free to contact me.

Best Regards,
JM Cope Construction

Hunter Galliher
Project Manager

Cc: Ms. Angé High, Community Services Director, Polk County
Mr. Trey Oakley, CEO, YMCA
Mr. John Jennings, Senior Design Director, Gro-Dev
Mr. Brian Rigby, COO/Director of Design, Gro-Dev
Ms. Emily Kite, Associate Principal, LS3P
Ms. Maggie Carnevale, Vice President, LS3P
Mr. Robert Stenhouse, Project Designer, LS3P
Mr. Collin Mickey, Architect, LS3P
Mr. Chad Webb, Executive Vice President, JM Cope
Mr. Garret Brink, Senior Project Manager, JM Cope
Mr. Esteban Camacho, Preconstruction Manager, JM Cope
Mr. Kevin Conrad, Senior Preconstruction Manager, JM Cope
Mr. Eric Pond, Director of Preconstruction, JM Cope

SECTION NINE

EXHIBIT G
CERTIFIED BID TABS

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0100 - GENERAL TRADES
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Classic Contracting	Bucket Mop & Broom	WC Construction									
Base Bid Amount			$ 524,351.00	$ 288,014.00	$ 514,000.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 26,217.55	$ 5,760.28	$ 15,500.00									
Alternate Bid Amount			$ 550,568.55	$ 293,774.28	$ 529,500.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	yes	Yes									
Signed Bid Form (Yes / No)			Yes	yes	Yes									
Bid Bond (Packages>$300,000)			Yes	n/a	Yes									
Form of Non-Collusion (Yes / No)			Yes	yes	Yes									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0105 - FINAL CLEANING
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Bucket Mop & Broom	Classic Contracting	Proklean									
Base Bid Amount			$ 31,090.00	$ 51,870.00	$ 39,750.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ -	$ 2,593.50	$ -									
ALT-1	0	Walking Track	$ -		$ -									
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -		$ -									
Alternate Bid Amount			$ 31,090.00	$ 54,463.50	$ 39,750.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			Yes	Yes	Yes									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:			**Apparent Low**			**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0300 - TURNKEY CONCRETE
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Thorsland Concrete	Foundations Unlimited										
Base Bid Amount			$ 596,794.00	$ 786,762.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 10,053.00	$ 17,700.00										
ALT-1	0	Walking Track	$ -	$ (18,587.00)										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ (10,005.00)										
ALT - 4	0	Vinyl Multi Use Floor System in Gymnasium	$ -	$ -										
JMC-2	A	Add Cost to include BP3213 - Site Concrete SOW	$ -	$ 73,904.00										
Alternate Bid Amount			$ 606,847.00	$ 878,366.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			Yes	Yes										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:				Apparent Low	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid	Did Not Bid

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0400 - TURNKEY MASONRY
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Michaeel J Rogers, Inc.	WC Construction	Vega									
Base Bid Amount			$ 357,916.00	$ 411,000.00	$ 315,000.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 5,010.00	$ 12,500.00	$ 4,500.00									
ALT-1	0	Walking Track	Not Indicated	Not Indicated	$ -									
ALT-3	0	Natatorium w/ Retractable Roof Structure	Not Indicated	Not Indicated	$ -									
Alternate Bid Amount			$ 362,926.00	$ 423,500.00	$ 319,500.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			Yes	Yes	Yes									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:					**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0500 - TURNKEY STRUCTURAL & MI
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Smith Architectural Metals											
Base Bid Amount			$ 291,889.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 3,695.00											
ALT-1	A	Walking Track	$ 57,968.00											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 353,552.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0742 - INTERIOR METAL WALL PANELS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Martin Roofing											
Base Bid Amount			$ 169,800.00											
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 2,600.00											
ALT-1	0	Walking Track	Not Indicated											
ALT-3	0	Natatorium w/ Retractable Roof Structure	Not Indicated											
Alternate Bid Amount			$ 169,800.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0790 - SPRAY INSULATION, DAMP PROOF, SEALANTS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Waterproofing Specialties	Swanger Specialties										
Base Bid Amount			$ 247,000.00	$ 78,000.00										
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 5,000.00	$ 2,340.00										
ALT-1	0	Walking Track	$ -	$ -										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -										
Alternate Bid Amount			$ 247,000.00	$ 78,000.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			N/A	N/A										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:				**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0800 - TURNKEY DOORS, FRAMES, H
Bid Date: 10/1/2026
Bid Time: 3:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Cook & Boardman	Burgess Sales & Supply										
Base Bid Amount			$ 205,510.00	$ 264,074.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ -	$ 2,640.00										
ALT-1	0	Walking Track	$ -	$ -										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -										
Alternate Bid Amount			$ 205,510.00	$ 266,714.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			yes											
Signed Bid Form (Yes / No)			yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			yes											
Status:			**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0840 - CURTAIN WALL, STOREFRONT, GLASS & GLAZING
Bid Date: 9/17/2026
Bid Time: 10:00 AM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			MSJ	A1	Carolina Classic									
Base Bid Amount			$ 584,422.00	$ 444,995.00	$ 518,271.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 5,844.00	$ 4,135.96	$ 5,183.00									
ALT-1	0	Walking Track	$ -	$ -	Not Indicated									
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	$ -									
Alternate Bid Amount			$ 590,266.00	$ 449,130.96	$ 523,454.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			Yes	Yes	Yes									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0920 - FRAMING, DRYWALL, & ACT
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Styles Contracting	NJR	Grey Interiors									
Base Bid Amount			$ 378,035.00	$ 670,000.00	$ 581,700.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 4,725.00	$ 8,700.00	$ 5,826.00									
ALT-1	0	Walking Track	$ -	$ -	$ -									
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	$ -									
Alternate Bid Amount			$ 382,760.00	$ 678,700.00	$ 587,526.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			Yes	Yes	Yes									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:					**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0964 - WOOD FLOORING
Bid Date: 9/17/2026
Bid Time: 10:00 AM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Southern Flooring	Royalwood Associates, Inc.	H2I	Scotts	Foster							
Base Bid Amount			$ 101,150.00	$ 128,787.00	$ 130,790.00	$ 123,000.00	$ 105,095.00							
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 1,457.00	$ -	$ 980.83	$ 3,100.00	$ 1,051.00							
ALT-1	0	Walking Track	Not Indicated	$ -	$ 30,000.00	$ -	$ -							
ALT-3	0	Natatorium w/ Retractable Roof Structure	Not Indicated	$ -	$ -	$ -	$ -							
ALT - 4		Vinyl Multi Use Floor System in Gymnasium	Not Indicated	Not Indicated	$ 57,820.00	$ -	$ -							
Alternate Bid Amount			$ 101,150.00	$ 128,787.00	$ 130,790.00	$ 123,000.00	$ 105,095.00							
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes	Yes	Yes							
Signed Bid Form (Yes / No)			Yes	Yes	Yes	Yes	Yes							
Bid Bond (Packages>$300,000)			N/A	N/A	N/A	N/A	N/A							
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes	Yes	Yes							
Status:			**Apparent Low**					**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
Columbus, NC

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: **BP0965 - RESILIENT FLOORING, CARPET, TILE & BASE**
Bid Date: **9/24/2026**
Bid Time: **3:00 PM**

Certification By: _____

Bids Received:			**Bidder #1**	**Bidder #2**	**Bidder #3**	**Bidder #4**	**Bidder #5**	**Bidder #6**	**Bidder #7**	**Bidder #8**	**Bidder #9**	**Bidder #10**	**Bidder #11**	**Bidder #12**
Bidder Name			**Atlanta Flooring**											
Base Bid Amount			$ 251,200.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 3,768.00											
ALT-1	A	Walking Track	$ 18,745.74											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
ALT - 4	0	Vinyl Multi Use Floor System in Gymnasium	$ 149,796.27											
Alternate Bid Amount			$ 273,713.74											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			Yes											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP0990 - PAINTING & WALL COVERINGS
Bid Date: 9/17/2026
Bid Time: 10:00 AM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			KBL	NJR	United Painting									
Base Bid Amount			$ 112,000.00	$ 110,000.00	$ 121,378.00									
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ -	$ 1,584.00	$ 3,428.00									
ALT-1	0	Walking Track	$ 6,100.00	$ -	Not Indicated									
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	Not Indicated									
Alternate Bid Amount			$ 112,000.00	$ 110,000.00	$ 121,378.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Bid Package: BP1000 - TOILET SPECIALTIES, ACCESSORIES, & DIV 10
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Cook & Boardman	DJAC										
Base Bid Amount			$ 48,935.00	$ 78,900.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ -	$ -										
ALT-1	0	Walking Track	$ -	$ -										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -										
Alternate Bid Amount			$ 48,935.00	$ 78,900.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			N/A	N/A										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:			**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1014 - SIGNAGE
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			DJAC											
Base Bid Amount			$ 148,900.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ -											
ALT-1	0	Walking Track	$ -											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 148,900.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1022 - OPERABLE PARTITIONS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Proven Products	DJAC	M Michael Elkins	Maxson & Associates								
Base Bid Amount			$ 30,300.00	$ 136,600.00	$ 39,390.00	$ 58,500.00								
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 950.00	$ -	$ -	$ -								
ALT-1	0	Walking Track	$ -	$ -	$ -	Not Indicated								
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	$ -	Not Indicated								
Alternate Bid Amount			$ 30,300.00	$ 136,600.00	$ 39,390.00	$ 58,500.00								
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes	Yes								
Signed Bid Form (Yes / No)			Yes	Yes	Yes	Yes								
Bid Bond (Packages>$300,000)			N/A	N/A	N/A	N/A								
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes	Yes								
Status:			**Apparent Low**				**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Bid Package: BP1073 - ALUMINUM CANOPIES & WALKWAY COVERS
Bid Date: 9/17/2026
Bid Time: 10:00 AM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Mitchell Metals	Charlotte Tent & Awning	East Coast TVM									
Base Bid Amount			$ 38,780.00	$ 22,272.00	$ 14,000.00									
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 1,164.00	$ -	$ 280.00									
ALT-1	0	Walking Track	Not Inidcated	$ -	$ -									
ALT-3	0	Natatorium w/ Retractable Roof Structure	Not Indicated	$ -	$ -									
Alternate Bid Amount			$ 38,780.00	$ 22,272.00	$ 14,000.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			N/A	N/A	N/A									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1166 - ATHLETIC EQUIPMENT
Bid Date: 9/17/2026
Bid Time: 10:00 AM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Sportscon	Scotts Equipment & Surfacing	H2I									
Base Bid Amount				$ 99,000.00	$ 108,150.00									
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)		$ 2,800.00	$ 811.13									
ALT-1	0	Walking Track		$ -	$ 30,000.00									
ALT-3	0	Natatorium w/ Retractable Roof Structure		$ -	$ -									
Alternate Bid Amount				$ 99,000.00	$ 108,150.00									
Bid Inclusion Items:														
Acknowledgement of Addenda				Yes	Yes									
Signed Bid Form (Yes / No)			No	Yes	Yes									
Bid Bond (Packages>$300,000)				N/A	N/A									
Form of Non-Collusion (Yes / No)				Yes	No									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1220 - WINDOW TREATMENTS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			United Supply Company	Commonwealth Blinds & Shades										
Base Bid Amount			$ 15,652.00	$ 14,965.00										
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ -	$ 150.00										
ALT-1	0	Walking Track	$ -	$ -										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -										
Alternate Bid Amount			$ 15,652.00	$ 14,965.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			N/A	N/A										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:				**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1230 - FINISHED CARPENTRY & CASEWORK
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Interior Wood Specialties											
Base Bid Amount			$ 51,396.00											
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 1,799.00											
ALT-1	A	Walking Track	$ 1,543.00											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 52,939.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1317 - SWIMMING POOL
Bid Date: 9/17/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Conner	Paddock	Augusta Aquatics	Miracle Pools								
Base Bid Amount			$ 1,098,000.00	$ 1,088,915.00	$ 1,300,000.00	$ 1,143,515.00								
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 14,500.00	$ 14,390.00	$ 15,600.00	$ 17,153.00								
ALT-1	0	Walking Track	$ -	$ -	$ -	$ -								
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	$ -	$ -								
Alternate Bid Amount			$ 1,112,500.00	$ 1,103,305.00	$ 1,315,600.00	$ 1,160,668.00								
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes	Yes								
Signed Bid Form (Yes / No)			Yes	Yes	Yes	Yes								
Bid Bond (Packages>$300,000)			Yes	Yes	Yes	Yes								
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes	Yes								
Status:				**Apparent Low**			**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1320 - PEMB ERECTION & INSULATION
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Danforth Construction Group, LLC	Alliance Buildign Systems										
Base Bid Amount			$ 590,556.00	$ 605,100.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 10,906.00	$ 37,500.00										
ALT-1	A	Walking Track	$ 46,000.00	$ 35,300.00										
ALT-2.1	0	Interior Wall Liner Panel Option #1: McElroy R-Panel, MBCI PBR or Approved Equal	$ -	$ 25,700.00										
ALT-2.2	0	Interior Wall Liner Panel Option #2: McElroy Mega Rib, MBCI 7.2 or Approved Equal	$ -	$ 27,500.00										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -										
Alternate Bid Amount			$ 647,462.00	$ 677,900.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			Yes	Yes										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:			**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Bid Package: BP1330 - SPECIAL STRUCTURES: RETRACTABLE ROOF
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

JM Cope Construction

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			OpenAire	Dynadome										
Base Bid Amount			$ 1,598,000.00	$ 1,562,250.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 23,970.00	$ 39,056.00										
ALT-1	0	Walking Track	$ -	$ -										
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ (1,621,970.00)	$ -										
Alternate Bid Amount			$ 1,621,970.00	$ 1,601,306.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes										
Signed Bid Form (Yes / No)			Yes	Yes										
Bid Bond (Packages>$300,000)			Yes	Yes										
Form of Non-Collusion (Yes / No)			Yes	Yes										
Status:				**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1334 - PRE-ENGINEERED METAL BUILDING (PEM
Bid Date: 8/27/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Kirby Building Systems	Ascent Buildings, LLC										
Base Bid Amount			$ 1,439,643.00	$ 1,072,084.00										
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ -	$ -										
ALT-1	A	Walking Track	$ 170,176.00	$ 76,499.00										
ALT-2.1	0	Interior Wall Liner Panel Option #1: McElroy R-Panel, MBCI PBR or Approved Equal	$ 19,428.00	$ 8,649.00										
ALT-2.2	0	Interior Wall Liner Panel Option #2: McElroy Mega Rib, MBCI 7.2 or Approved Equal	$ 34,270.00	$ 20,678.00										
Alternate Bid Amount			$ 1,609,819.00	$ 1,148,583.00										
Bid Inclusion Items:														
Acknowledgement of Addenda			yes	yes										
Signed Bid Form (Yes / No)			yes	yes										
Form of Non-Collusion (Yes / No)			yes	yes										
Unit Prices & Allowances														
Allowance 1		Furnish & Deliver Anchor Bolts, Nts, & Washers required for the PEMB structure	$ 8,500.00	$ 8,500.00										
Status:				**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP1420 - ELEVATORS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Otis											
Base Bid Amount			$ 174,000.00											
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 1,740.00											
ALT-1	0	Walking Track	Not Indicated											
ALT-3	0	Natatorium w/ Retractable Roof Structure	Not Indicated											
Alternate Bid Amount			$ 174,000.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP2100 - FIRE PROTECTION
Bid Date: 9/17/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Impact Fire Services	A&A Fire Protection	Overwatch Fire & Security	First Defense								
Base Bid Amount			$ 239,050.00	$ 219,200.00	$ 123,415.00	$ 222,500.00								
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 4,781.00	$ 3,156.48	$ -	$ 5,000.00								
ALT-1	0	Walking Track	$ -	Not Indicated	$ (9,450.00)	$ -								
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ 47,600.00	Not Indicated	$ -								
Alternate Bid Amount			$ 243,831.00	$ 222,356.48	$ 123,415.00	$ 227,500.00								
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes	Yes								
Signed Bid Form (Yes / No)			Yes	Yes	Yes	Yes								
Bid Bond (Packages>$300,000)			N/A	Yes	N/A	N/A								
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes	Yes								
Status:					**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP2200 - TURNKEY PLUMBING
Bid Date: 9/17/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			TP Howard	WN Kirkland	Hickory Mechanical									
Base Bid Amount			$ 858,550.00	$ 645,900.00	$ 490,750.00									
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 12,363.00	$ 13,000.00	$ 4,224.00									
ALT-1	0	Walking Track	$ -	$ -	$ -									
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -	$ -	$ -									
Alternate Bid Amount			$ 870,913.00	$ 658,900.00	$ 494,974.00									
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes									
Signed Bid Form (Yes / No)			Yes	Yes	Yes									
Bid Bond (Packages>$300,000)			Yes	Yes	Yes									
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes									
Status:				**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP2300 - TURNKEY HVAC
Bid Date: 9/17/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Steelwater Construction	Associated Heating	Hickory Mechanical	Digitrol								
Base Bid Amount			$ 1,103,907.00	$ 1,276,500.00	$ 1,315,000.00	$ 1,404,893.00								
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 10,300.00	$ 12,500.00	$ 13,208.00	$ 12,665.00								
ALT-1	0	Walking Track	$ -	$ -	$ -	Not Indicated								
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ (42,096.00)	$ -	$ -	Not Indicated								
Alternate Bid Amount			$ 1,114,207.00	$ 1,289,000.00	$ 1,328,208.00	$ 1,417,558.00								
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes	Yes	Yes	Yes								
Signed Bid Form (Yes / No)			Yes	Yes	Yes	Yes								
Bid Bond (Packages>$300,000)			Yes	Yes	Yes	Yes								
Form of Non-Collusion (Yes / No)			Yes	Yes	Yes	Yes								
Status:			**Apparent Low**				**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP2600 - TURNKEY ELECTRICAL
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Fountain Services											
Base Bid Amount			$ 1,391,000.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 16,700.00											
ALT-1	0	Walking Track	$ -											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 1,407,700.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			Yes											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
Columbus, NC

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3100 - Earthwork & Storm Drainage
Bid Date: 9/3/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:		Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name		TP Howard	Upstate Grading	NHM Constructors	Tennoca Construction	Phillips Grading							
Base Bid Amount		$ 1,347,125.00				$ 1,242,252.00							
Alternates													
JMC-1	A P&P Bonds (Packages<$200,000)	$ 13,471.00				$ 19,000.00							
Alternate Bid Amount		$ 1,360,596.00				$ 1,261,252.00							
Bid Inclusion Items:													
Acknowledgement of Addenda		yes				yes							
Signed Bid Form (Yes / No)		yes				yes							
Bid Bond (Packages>$300,000)		yes				yes							
Form of Non-Collusion (Yes / No)		yes				yes							
Unit Prices & Allowances													
Unit Price 1	Mass Rock Removal	$ 275.00				$ 100.00							
Unit Price 2	Trench Rock Removal	$ 275.00				$ 250.00							
Unit Price 3	Unsuitable Soil Removal, Disposal Onsite	$ 5.50				$ 6.50							
Unit Price 4	Unsuitable Soil Removal, Disposal Offsite	$ 22.00				$ 18.00							
Unit Price 5	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils	$ 33.00				$ 25.00							
Unit Price 6	Replacement of Removed Rock or Unsuitale with ABC Stone	$ 88.00				$ 77.50							
Unit Price 7	Woven Geotextile Fabric	$ 2.75				$ 3.50							
Unit Price 8	Biaxial GeoGrid	$ 3.85				$ 6.00							
Unit Price 9	Silt Fence	$ 5.50				$ 4.00							
Unit Price 10	Sawcut, Remove, & Repair Binder Course	$ 148.50				$ 65.00							
Allowance 1	Mass Rock Removal (50 CUYD)	$ 13,750.00				$ 5,000.00							
Allowance 2	Trench Rock Removal (50 CUYD)	$ 13,750.00				$ 12,500.00							
Allowance 3	Unsuitable Soil Removal, Disposal Onsite (500 CUYD)	$ 2,750.00				$ 3,250.00							
Allowance 4	Unsuitable Soil Removal, Disposal Offsite (1,900 CUYD)	$ 41,800.00				$ 34,200.00							
Allowance 5	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils (2,250 CUYD)	$ 74,250.00				$ 56,250.00							
Allowance 6	Replacement of Removed Rock or Unsuitale with ABC Stone (250 CUYD)	$ 22,000.00				$ 19,375.00							
Allowance 7	Woven Geotextile Fabric (500 SQYD)	$ 1,375.00				$ 1,750.00							
Allowance 8	Biaxial GeoGrid (500 SQYD)	$ 1,925.00				$ 3,000.00							
Allowance 9	Silt Fence (150 LNFT)	$ 550.00				$ 400.00							
Allowance 10	Sawcut, Remove, & Repair Binder Course (150 SQYD)	$ 22,275.00				$ 9,750.00							
Status:			**Did Not Bid**	**Did Not Bid**	**Did Not Bid**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
Columbus, NC

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: **BP3200 - Asphalt Paving**
Bid Date: **9/3/2026**
Bid Time: **2:00PM**

Certification By: _____

Bids Received:		**Bidder #1**	**Bidder #2**	**Bidder #3**	**Bidder #4**	**Bidder #5**	**Bidder #6**	**Bidder #7**	**Bidder #8**	**Bidder #9**	**Bidder #10**	**Bidder #11**	**Bidder #12**
Bidder Name		TP Howard	Upstate Grading	NHM Constructors	Tennoca Construction	Phillips Grading	Stott Construction						
Base Bid Amount		$ 270,000.00					$ 262,046.00						
Alternates													
JMC-1	A P&P Bonds (Packages<$200,000)	$ 2,700.00					$ 10,000.00						
Alternate Bid Amount		$ 272,700.00					$ 272,046.00						
Bid Inclusion Items:													
Acknowledgement of Addenda		yes					yes						
Signed Bid Form (Yes / No)		yes					yes						
Bid Bond (Packages>$300,000)		yes					no						
Form of Non-Collusion (Yes / No)		yes					yes						
Unit Prices & Allowances													
Unit Price 1	Sawcut, Remove & Repair Bid Course 150 SQYD	$ 148.50					$ 100.00						
Allowance 1	Sawcut, Remove & Repair Bid Course 150 SQYD	$ 22,275.00					$ 15,000.00						
Status:			**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3213 - CONCRETE PAVING & SIDEWALKS
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			WC Construction											
Base Bid Amount			$ 237,000.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 7,000.00											
ALT-1	0	Walking Track	$ -											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 244,000.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			Yes											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3231 - FENCES & GATES
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Allison Fence											
Base Bid Amount			$ 50,617.00											
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ 900.00											
ALT-1	0	Walking Track	Not Indicated											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ 46,803.00											
Alternate Bid Amount			$ 50,617.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			Yes											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3290 - LANDSCAPING
Bid Date: 9/24/2026
Bid Time: 3:00 PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			Renegar											
Base Bid Amount			$ 159,778.49											
Alternates														
JMC-1		P&P Bonds (Packages<$200,000)	$ -											
ALT-1	0	Walking Track	$ -											
ALT-3	0	Natatorium w/ Retractable Roof Structure	$ -											
Alternate Bid Amount			$ 159,778.49											
Bid Inclusion Items:														
Acknowledgement of Addenda			Yes											
Signed Bid Form (Yes / No)			Yes											
Bid Bond (Packages>$300,000)			N/A											
Form of Non-Collusion (Yes / No)			Yes											
Status:			**Apparent Low**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3300 - Site Utilities
Bid Date: 9/3/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name			TP Howard	Upstate Grading	NHM Constructors	Tennoca Construction	Phillips Grading							
Base Bid Amount			$ 200,000.00											
Alternates														
JMC-1	A	P&P Bonds (Packages<$200,000)	$ 2,500.00											
Alternate Bid Amount			$ 202,500.00											
Bid Inclusion Items:														
Acknowledgement of Addenda			yes											
Signed Bid Form (Yes / No)			yes											
Bid Bond (Packages>$300,000)			yes											
Form of Non-Collusion (Yes / No)			yes											
Unit Prices & Allowances														
Unit Price 1		Trench Rock Removal, Disposal Off-Site	$ 250.00											
Allowance 1		Trench Rock Removal, Disposal Off-Site 50 CUYD	$ 2,500.00											
Status:				**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

Polk County Community Recreation Facility
Columbus, NC

Polk County Community Recreation Facility
EXHIBIT G: BID TABULATION RECORD

Bid Package: BP3400 - TURNKEY SITEWORK
Bid Date: 9/3/2026
Bid Time: 2:00PM

Certification By: _____

Bids Received:		Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10	Bidder #11	Bidder #12
Bidder Name		TP Howard	Upstate Grading	NHM Constructors	Tennoca Construction	Phillips Grading							
Base Bid Amount		$ 1,727,270.00	$ 1,590,289.40	$ 1,564,155.00	$ 1,341,700.00	$ 1,729,279.00							
Alternates													
JMC-1 A	P&P Bonds (Packages<$200,000)	$ 17,212.00	$ 31,800.00	$ 19,552.00	$ 13,500.00	$ 26,000.00							
Alternate Bid Amount		$ 1,744,482.00	$ 1,622,089.40	$ 1,583,707.00	$ 1,355,200.00	$ 1,755,279.00							
Bid Inclusion Items:													
Acknowledgement of Addenda		yes	yes	yes	yes	yes							
Signed Bid Form (Yes / No)		yes	yes	yes	yes	yes							
Bid Bond (Packages>$300,000)		yes	yes	yes	yes	yes							
Form of Non-Collusion (Yes / No)		yes	yes	yes	yes	yes							
Unit Prices & Allowances													
Unit Price 1	Mass Rock Removal	$ 275.00	$ 300.00	$ 75.00	$ 80.00	$ 100.00							
Unit Price 2	Trench Rock Removal	$ 275.00	$ 350.00	$ 250.00	$ 220.00	$ 250.00							
Unit Price 3	Unsuitable Soil Removal, Disposal Onsite	$ 5.50	$ 28.00	$ 10.00	$ 15.00	$ 6.50							
Unit Price 4	Unsuitable Soil Removal, Disposal Offsite	$ 22.00	$ 38.00	$ 30.00	$ 30.00	$ 18.00							
Unit Price 5	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils	$ 33.00	$ 35.00	$ 25.00	$ 25.00	$ 25.00							
Unit Price 6	Replacement of Removed Rock or Unsuitale with ABC Stone	$ 88.00	$ 120.00	$ 80.00	$ 92.00	$ 77.50							
Unit Price 7	Woven Geotextile Fabric	$ 2.75	$ 5.00	$ 3.50	$ 5.00	$ 3.50							
Unit Price 8	Biaxial GeoGrid	$ 3.85	$ 12.00	$ 5.00	$ 6.00	$ 6.00							
Unit Price 9	Silt Fence	$ 5.50	$ 11.00	$ 6.00	$ 10.00	$ 4.00							
Unit Price 10	Sawcut, Remove, & Repair Binder Course	$ 148.50	$ 41.00	$ 120.00	$ 30.00	$ 65.00							
Allowance 1	Mass Rock Removal (50 CUYD)	$ 13,750.00	$ 15,000.00	$ 3,750.00	$ 4,000.00	$ 5,000.00							
Allowance 2	Trench Rock Removal (50 CUYD)	$ 13,750.00	$ 17,500.00	$ 12,500.00	$ 11,000.00	$ 12,500.00							
Allowance 3	Unsuitable Soil Removal, Disposal Onsite (500 CUYD)	$ 2,750.00	$ 14,000.00	$ 5,000.00	$ 7,500.00	$ 3,250.00							
Allowance 4	Unsuitable Soil Removal, Disposal Offsite (1,900 CUYD)	$ 41,800.00	$ 72,200.00	$ 57,000.00	$ 57,000.00	$ 34,200.00							
Allowance 5	Replacement of Removed Rock or Unsuitale with Offsite Suitable Soils (2,250 CUYD)	$ 74,250.00	$ 78,750.00	$ 56,250.00	$ 56,250.00	$ 56,250.00							
Allowance 6	Replacement of Removed Rock or Unsuitale with ABC Stone (250 CUYD)	$ 22,000.00	$ 30,000.00	$ 20,000.00	$ 23,000.00	$ 19,375.00							
Allowance 7	Woven Geotextile Fabric (500 SQYD)	$ 1,375.00	$ 2,500.00	$ 1,750.00	$ 2,500.00	$ 1,750.00							
Allowance 8	Biaxial GeoGrid (500 SQYD)	$ 1,925.00	$ 6,000.00	$ 2,500.00	$ 3,000.00	$ 3,000.00							
Allowance 9	Silt Fence (100 LNFT)	$ 550.00	$ 1,100.00	$ 600.00	$ 1,000.00	$ 400.00							
Allowance 10	Sawcut, Remove, & Repair Binder Course (150 SQYD)	$ 22,275.00	$ 6,150.00	$ 18,750.00	$ 4,500.00	$ 9,750.00							
Status:					**Apparent Low**		**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**	**Did Not Bid**

SECTION NINE

EXHIBIT H
CONTRACT DOCUMENTS LOG

Polk County Community Recreation Facility
Columbus, NC
October 12, 2026

Documents Log: Drawings & Specifications

Dwg/Spec No:	Drawing / Specification Title:	Date:
	GMP#01	
	GENERAL	
G-000	Cover Sheet	6/15/2026
G-001	Project Information	6/15/2026
G-005	Appendix B Building Code Summary	6/15/2026
G-101	Life Safety Plans - Level 1	6/15/2026
G-102	Life Safety Plans - Level 2	6/15/2026
	ARCHITECTURAL	
A-001	Construction Subsystems	6/15/2026
A-003	Partition Types - Metal Stud and CMU Assemblies	6/15/2026
A-101A	Level 1 Floor Plan - Reference Plan	6/15/2026
A-101B	Level 1 Floor Plan - Dimension Plan	6/15/2026
A-102A	Level 2 Floor Plan - Reference Plan	6/15/2026
A-102B	Level 2 Floor Plan - Dimension Plan	6/15/2026
A-103	Roof Plan	6/15/2026
A-201	Building Elevations	6/15/2026
A-202	Building Elevations	6/15/2026
A-301	Building Sections	6/15/2026
A-302	Building Sections	6/15/2026
A-303	Building Sections	6/15/2026
A-304	Building Sections	6/15/2026
A-351	Wall Sections	6/15/2026
A-352	Wall Sections	6/15/2026
A-353	Wall Sections	6/15/2026
A-401	Enlarged Circluation Plans & Sections	6/15/2026
A-511	Section Details	6/15/2026
A-512	Section Details	6/15/2026
A-513	Section Details	6/15/2026
A-601	Door Schedule	6/15/2026
A-631	Storefront Elevations	6/15/2026
A-632	Storefront Elevations	6/15/2026
	SPECIFICATIONS	
133419	Metal Building Systems	6/15/2026
1	**Addendum #01**	7/7/2006
2	**Addendum #02**	7/14/2026
3	**Addendum #03**	8/11/2026
4	**Addendum #04**	8/19/2026
	GMP#02	
	CIVIL	
C0.1	Legend Sheet	8/10/2026
C0.2	Existing Conditions & Demolition	8/10/2026
C1.0	Layout & Paving Plan	8/10/2026
C1.1	Layout & Paving Plan Details	8/10/2026
C2.0	Grading Plan	8/10/2026
C3.0	Erosion Control Plan - Phase 1	8/10/2026
C3.1	Erosion Contral Plan - Phase 2	8/10/2026
C3.2	Erosion Control Plan - Phase 3	8/10/2026
C3.3	Erosion Control Details (1 of 4)	8/10/2026

Polk County Community Recreation Facility
Columbus, NC
October 12, 2026

Documents Log: Drawings & Specifications

Dwg/Spec No:	Drawing / Specification Title:	Date:
C3.4	Erosion Control Details (2 of 4)	8/10/2026
C3.5	Erosion Control Details (3 of 4)	8/10/2026
C3.6	Erosion Control Details (4 of 4)	8/10/2026
C4.0	Drainage Areas	8/10/2026
C4.1	Stormwater Plan	8/10/2026
C4.2	Stormwater Profiles	8/10/2026
C4.3	Stormwater Details (1 of 2)	8/10/2026
C4.4	Stormwater Deatails (2 of 2)	8/10/2026
C5.0	Utility Plan	8/10/2026
C5.1	Utility Details 1 of 2	8/10/2026
C5.2	Utility Details 2 of 2	8/10/2026
C6.0	Landscape Plan	8/10/2026
C6.1	Landscape Details	8/10/2026
	SPECIFICATIONS	
	DIVISION 00 - PROCUREMENT and CONTRACTING REQUIREMENTS	
003132	GEOTECHNICAL DATA	8/10/2026
006313	CONTRACTOR'S RFI FORM	8/10/2026
	DIVISION 01 - GENERAL REQUIREMENTS	
011000	SUMMARY	8/10/2026
012100	ALLOWANCES	8/10/2026
012200	UNIT PRICES	8/10/2026
012500	SUBSTITUTION PROCEDURES	8/10/2026
012500.1	CONTRACTOR’S REQUEST FOR SUBSTITUTION FORM	8/10/2026
012600	CONTRACT MODIFICATION PROCEDURES	8/10/2026
012900	PAYMENT PROCEDURES	8/10/2026
012900	PAY APP SALES TAX FORM	8/10/2026
013100	PROJECT MANAGEMENT AND COORDINATION	8/10/2026
013200	CONSTRUCTION PROGRESS DOCUMENTATION	8/10/2026
013233	PHOTOGRAPHIC DOCUMENTATION	8/10/2026
013300	SUBMITTAL PROCEDURES	8/10/2026
013300.1	DIGITAL DATA LETTER OF AGREEMENT REV01.2023	8/10/2026
014000	QUALITY REQUIREMENTS	8/10/2026
014200	REFERENCES	8/10/2026
014500	QUALITY CONTROL (Wade Trim)	8/10/2026
015000	TEMPORARY FACILITIES AND CONTROLS (Wade Trim)	8/10/2026
015000A	LS3P SITE SIGNAGE SPECS	8/10/2026
015713	TEMPORARY EROSION AND SEDIMENT CONTROL (Wade Trim)	8/10/2026
016000	PRODUCT REQUIREMENTS (Wade Trim)	8/10/2026
017123.26	CONSTRUCTION LAYOUT AND STAKING (Wade Trim)	8/10/2026
017300	EXECUTION	8/10/2026
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	8/10/2026
017700	CLOSEOUT PROCEDURES	8/10/2026
017823	OPERATION AND MAINTENANCE DATA	8/10/2026
017836	WARRANTIES AND BONDS	8/10/2026
017839	PROJECT RECORD DOCUMENTS	8/10/2026
017900	DEMONSTRATION AND TRAINING	8/10/2026
018900	SITE CONSTRUCTION PERFORMANCE REQUIREMENTS (Wade Trim)	8/10/2026
	DIVISION 02 - EXISTING CONDITIONS	
020110	(Wade Trim)	8/10/2026
	DIVISION 31 - EARTHWORK	
311000	SITE CLEARING (Wade Trim)	8/10/2026
312200	GRADING (Wade Trim)	8/10/2026
312313	SUBGRADE PREPARATION (Wade Trim)	8/10/2026

Polk County Community Recreation Facility
Columbus, NC
October 12, 2026

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312316	STRUCTURAL EXCAVATION AND BACKFILL (Wade Trim)	8/10/2026
312319	DEWATERING (Wade Trim)	8/10/2026
312333	TRENCHING AND BACKFILLING (Wade Trim)	8/10/2026
313116	TERMITE CONTROL	8/10/2026
315000	EXCAVATION AND SUPPORT AND PROTECTION (Wade Trim)	8/10/2026
	DIVISION 32 - EXTERIOR IMPROVEMENTS	
320190	MAINTENANCE OF PLANTED AREAS (Wade Trim)	8/10/2026
321123	AGGREGATE BASE COURSES (Wade Trim)	8/10/2026
321216	BITUMINOUS PAVING (Wade Trim)	8/10/2026
321300	RIGID PAVING (Wade Trim)	8/10/2026
321313	CONCRETE PAVING (Wade Trim)	8/10/2026
321713	PARKING BUMPERS (Wade Trim)	8/10/2026
321723	PAVEMENT MARKINGS (Wade Trim)	8/10/2026
329000	PLANTINGS (Wade Trim)	8/10/2026
329219	SEEDING (Wade Trim)	8/10/2026
329223	SODDING (Wade Trim)	8/10/2026
	DIVISION 33 - UTILITIES	
330100	PIPELINE DEWATERING AND BYPASS PUMPING (Wade Trim)	8/10/2026
330130.41	CLEANING OF SANITARY SEWERAGE UTILITIES (Wade Trim)	8/10/2026
330513	MANHOLES AND STRUCTURES (Wade Trim)	8/10/2026
331400	WATER UTILITY DISTRIBUTION PIPING (Wade Trim)	8/10/2026
333000	SANITARY UTILITY SEWERAGE PIPING (Wade Trim)	8/10/2026
333110	HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS (Wade Trim)	8/10/2026
333110.15	LEAKAGE TESTING FOR HDPE PIPE (Wade Trim)	8/10/2026
334100	STORM UTILITY DRAINAGE PIPING (Wade Trim)	8/10/2026
1	**Addendum #01**	8/25/2026
2	**Addendum #02**	8/26/2026
	GMP#03	
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G-000	COVER SHEET	8/21/2026
G-001	PROJECT INFORMATION	8/21/2026
G-005	APPENDIX B BUILDING CODE SUMMARY	8/21/2026
G-101	LIFE SAFETY PLAN- LEVEL 1	8/21/2026
G-102	LIFE SAFETY PLAN- LEVEL 2	8/21/2026
	STRUCTURAL	
S-001	STRUCTURAL NOTES	8/21/2026
S-002	SPECIAL INSPECTIONS	8/21/2026
S-003	SPECIAL INSPECTIONS	8/21/2026
S-101	FOUNDATION PLAN	8/21/2026
S-102	SECOND FLOOR & PARTIAL ROOF FRAMING PLANS	8/21/2026
S-201	SECTIONS & DETAILS	8/21/2026
S-301	SECTIONS & DETAILS	8/21/2026
S-302	SECTIONS & DETAILS	8/21/2026
S-401	SECTIONS & DETAILS	8/21/2026
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A-001	CONSTRUCTION SUBSYSTEMS	8/21/2026
A-003	PARTITION TYPES - METAL STUD AND CMU ASSEMBLIES	8/21/2026
A-005	PARTITION DETAILS	8/21/2026
A-006	UL ASSEMBLIES	8/21/2026

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A-007	JOINT ASSEMBLIES	8/21/2026
A-012	ACCESSORY ITEM TYPES AND MOUNTING HEIGHTS	8/21/2026
A-101A	LEVEL 1 FLOOR PLAN - REFERENCE PLAN	8/21/2026
A-101B	LEVEL 1 FLOOR PLAN - DIMENSION PLAN	8/21/2026
A-102A	LEVEL 2 FLOOR PLAN - REFERENCE PLAN	8/21/2026
A-102B	LEVEL 2 FLOOR PLAN - DIMENSION PLAN	8/21/2026
A-103	ROOF PLAN	8/21/2026
A-121	LEVEL 1 REFLECTED CEILING PLAN	8/21/2026
A-122	LEVEL 2 REFLECTED CEILING PLAN	8/21/2026
A-131	LEVEL 1 SLAB EDGE PLAN	8/21/2026
A-132	LEVEL 2 SLAB EDGE PLAN	8/21/2026
A-201	BUILDING ELEVATIONS	8/21/2026
A-202	BUILDING ELEVATIONS	8/21/2026
A-301	BUILDING SECTIONS	8/21/2026
A-302	BUILDING SECTIONS	8/21/2026
A-303	BUILDING SECTIONS	8/21/2026
A-304	BUILDING SECTIONS	8/21/2026
A-351	WALL SECTIONS	8/21/2026
A-352	WALL SECTIONS	8/21/2026
A-353	WALL SECTIONS	8/21/2026
A-354	WALL SECTIONS	8/21/2026
A-401	ENLARGED STAIR & ELEVATOR PLANS	8/21/2026
A-402	STAIR AND RAILING DETAILS	8/21/2026
A-403	ELEVATOR DETAILS	8/21/2026
A-411	ENLARGED LOCKER ROOM PLANS	8/21/2026
A-412	ENLARGED TOILET ROOM PLANS/ELEVATIONS	8/21/2026
A-413	INTERIOR ELEVATIONS	8/21/2026
A-420	ENLARGED PLAN - BACKWASH BASIN AND PUMP PIT	8/21/2026
A-421	ENLARGED PLAN - BACKWASH BASIN AND PUMP PIT	8/21/2026
A-422	ENLARGED PLAN - GYMNASIUM COURT LINES	8/21/2026
A-501	EXTERIOR WALL PLAN DETAILS - STOREFRONT JAMBS	8/21/2026
A-502	EXTERIOR WALL PLAN DETAILS	8/21/2026
A-503	EXTERIOR/INTERIOR WALL PLAN DETAILS	8/21/2026
A-504	EXTERIOR/INTERIOR WALL PLAN DETAILS	8/21/2026
A-511	EXTERIOR SECTION DETAILS	8/21/2026
A-512	EXTERIOR SECTION DETAILS	8/21/2026
A-513	EXTERIOR SECTION DETAILS	8/21/2026
A-514	EXTERIOR SECTION DETAILS	8/21/2026
A-551	INTERIOR SECTION DETAILS	8/21/2026
A-552	INTERIOR SECTION DETAILS	8/21/2026
A-553	INTERIOR CEILING DETAILS	8/21/2026
A-554	INTERIOR CEILING DETAILS	8/21/2026
A-601	DOOR SCHEDULES	8/21/2026
A-602	DOOR IN INTERIOR S.F. HEAD/JAMB DETAILS	8/21/2026
A-631	EXTERIOR STOREFRONT ELEVATIONS	8/21/2026
A-632	EXTERIOR & INTERIOR STOREFRONT ELEVATIONS	8/21/2026
A-651	INTERIOR FINISHES & ROOM FINISH SCHEDULE	8/21/2026
A-652	INTERIOR FINISHES & FINISH LEGEND	8/21/2026
A-701	INTERIOR ELEVATIONS	8/21/2026
A-702	INTERIOR ELEVATIONS	8/21/2026
A-703	INTERIOR ELEVATIONS	8/21/2026
A-704	INTERIOR ELEVATIONS	8/21/2026
A-761	MILLWORK TYPE SCHEDULE AND NOTES	8/21/2026
A-801	LEVEL 1 - FINISH PLAN	8/21/2026
A-802	LEVEL 2 - FINISH PLAN	8/21/2026
A-803	INTERIOR RENDERING - VISUAL REFENCE ONLY	8/21/2026
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FP-001	FIRE PROTECTION LEGEND, NOTES AND DETAILS	8/21/2026
FP-002	U.L PENETRATION DETAILS	8/21/2026
FP-101	FIRE PROTECTION PLAN - LEVEL 1	8/21/2026

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FP-102	FIRE PROTECTION PLAN - LEVEL 2	8/21/2026
	PLUMBING	
P-001	PLUMBING LEGEND, INDEX, AND NOTES	8/21/2026
P-002	PLUMBING SCHEDULES	8/21/2026
P-101	PLUMBING DRAINAGE PLAN - LEVEL 1	8/21/2026
P-102	PLUMBING DRAINAGE PLAN - LEVEL 2	8/21/2026
P-201	PLUMBING SUPPLY PLAN - LEVEL 1	8/21/2026
P-202	PLUMBING SUPPLY PLAN - LEVEL 2	8/21/2026
P-401	ENLARGED PLUMBING PLANS	8/21/2026
P-501	U.L. PENETRATION DETAILS	8/21/2026
P-502	PLUMBING DETAILS	8/21/2026
P-503	WASTE & VENT ISOMETIC DIAGRAM	8/21/2026
P-504	DOMESTIC WATER ISOMETRIC DIAGRAM	8/21/2026
	MECHANICAL	
M-001	MECHANICAL LEGEND AND NOTES	8/21/2026
M-002	M ECHANICAL SCHEDULES	8/21/2026
M-003	VENTILATION CALCULATIONS	8/21/2026
M-004	M ECHANICAL CONTROLS	8/21/2026
M-101	MECHANICAL PLAN - LEVEL 1	8/21/2026
M-102	MECHANICAL PLAN - LEVEL 2	8/21/2026
M-201	MECHANICAL PLAN - PIPING	8/21/2026
M-202	MECHANICAL PLAN - PIPING RISERS	8/21/2026
M-301	MECHANICAL DETAILS	8/21/2026
M-302	MECHANICAL DETAILS	8/21/2026
	ELECTRICAL	
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E-002	ELECTRICAL SPECIFICATIONS	8/21/2026
E-010	ELECTRICAL SITE PLAN	8/21/2026
E-101	LIGHTING PLAN - LEVEL 1	8/21/2026
E-102	LIGHTING PLAN - LEVEL 2	8/21/2026
E-201	POWER PLAN - LEVEL 1	8/21/2026
E-202	POWER PLAN - LEVEL 2	8/21/2026
E-501	ELECTRICAL ELEVATIONS & ENLARGED PLAN	8/21/2026
E-601	ELECTRICAL DETAILS	8/21/2026
E-602	ELECTRICAL PENETRATION DETAILS	8/21/2026
E-603	ELECTRICAL DETAILS	8/21/2026
E-604	ELECTRICAL ELEVATOR DETAILS	8/21/2026
E-605	LIGHTING CONTROL DETAILS	8/21/2026
E-606	ELECTRICAL DETAILS	8/21/2026
E-701	ELECTRICAL DIAGRAMS	8/21/2026
E-702	PANEL SCHEDULES	8/21/2026
E-703	PANEL SCHEDULES	8/21/2026
E-801	LIGHTING FIXTURE SCHEDULE	8/21/2026
	FIRE ALARM	
FA-001	FIRE ALARM LEGEND AND NOTES	8/21/2026
FA-002	FIRE ALARM DETAILS	8/21/2026
FA-100	FIRE ALARM SITE PLAN	8/21/2026
FA-101	FIRE ALARM PLAN - LEVEL 1	8/21/2026
FA-102	FIRE ALARM PLAN - LEVEL 2	8/21/2026
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AQ0.0	POOL REFERENCE PLAN	8/21/2026
AQ1.0	POOL STRUCTURAL NOTES	8/21/2026

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AQ1.1	POOL FOUNDATION PLAN	8/21/2026
AQ1.2	POOL TOP OF WALL PLAN	8/21/2026
AQ1.3	POOL STRUCTURAL DETAILS	8/21/2026
AQ1.4	POOL STRUCTURAL DETAILS	8/21/2026
AQ1.5	POOL STRUCTURAL DETAILS	8/21/2026
AQ2.0	POOL PLANS & SECTIONS	8/21/2026
AQ2.1	POOL DETAILS	8/21/2026
AQ3.0	POOL COMPOSITE PIPING PLAN	8/21/2026
AQ3.1	POOL PIPING DETAILS	8/21/2026
AQ4.0	POOL MECHANICAL ROOM PLAN	8/21/2026
AQ4.1	POOL MECHANICAL ROOM SECTIONS	8/21/2026
AQ4.2	POOL MECHANICAL ISOMETRIC	8/21/2026
AQ4.3	POOL MECHANICAL DETAILS	8/21/2026
AQ4.4	POOL MECHANICAL DETAILS	8/21/2026
AQ5.0	POOL SYSTEMS SCHEMATIC	8/21/2026
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	DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS	
006313	CONTRACTOR'S RFI FORM	8/21/2026
	DIVISION 01 — GENERAL REQUIREMENTS	
011000	SUMMARY	8/21/2026
012100	ALLOWANCES	8/21/2026
012200	UNIT PRICES	8/21/2026
012300	ALTERNATES	8/21/2026
012500	SUBSTITUTION PROCEDURES	8/21/2026
012500.1	CONTRACTOR’S REQUEST FOR SUBSTITUTION FORM	8/21/2026
12600	CONTRACT MODIFICATION PROCEDURES	8/21/2026
12900	PAYMENT PROCEDURES	8/21/2026
012900.1	PAY APP SALES TAX FORM	8/21/2026
13100	PROJECT MANAGEMENT AND COORDINATION	8/21/2026
13200	CONSTRUCTION PROGRESS DOCUMENTATION	8/21/2026
13233	PHOTOGRAPHIC DOCUMENTATION	8/21/2026
13300	SUBMITTAL PROCEDURES	8/21/2026
013300.1	DIGITAL DATA LETTER OF AGREEMENT REV01.2023	8/21/2026
014000	QUALITY REQUIREMENTS	8/21/2026
014200	REFERENCES	8/21/2026
014339	MOCKUPS	8/21/2026
015000	TEMPORARY FACILITIES AND CONTROLS	8/21/2026
015000A	LS3P SITE SIGNAGE SPECS	8/21/2026
016000	PRODUCT REQUIREMENTS	8/21/2026
017300	EXECUTION	8/21/2026
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	8/21/2026
017700	CLOSEOUT PROCEDURES	8/21/2026
017823	OPERATION AND MAINTENANCE DATA	8/21/2026
017836	WARRANTIES AND BONDS	8/21/2026
017839	PROJECT RECORD DOCUMENTS	8/21/2026
017900	DEMONSTRATION AND TRAINING	8/21/2026
019100	GENERAL COMMISSIONING	8/21/2026
	DIVISION 03 — CONCRETE	
033000	CAST-IN-PLACE CONCRETE	8/21/2026
	DIVISION 04 — MASONRY	
042200	CONCRETE UNIT MASONRY	8/21/2026
042200.13	CONCRETE UNIT LIGHTWEIGHT VENEER MASONRY	8/21/2026

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053100	STEEL DECK - Polk YMCA	8/21/2026
054000	COLD-FORMED METAL FRAMING - Polk YMCA	8/21/2026
055000	METAL FABRICATIONS	8/21/2026
055113	METAL PAN STAIRS	8/21/2026
055213	PIPE AND TUBE RAILINGS	8/21/2026
	DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES	
061000	ROUGH CARPENTRY	8/21/2026
061600	SHEATHING	8/21/2026
062023	INTERIOR FINISH CARPENTRY	8/21/2026
064113	WOOD-VENEER-FACED ARCHITECTURAL CABINETS	8/21/2026
064116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	8/21/2026
066400	PLASTIC PANELING	8/21/2026
066500	SOLID SURFACE SHOWER SYSTEMS	8/21/2026
	DIVISION 07 — THERMAL AND MOISTURE PROTECTION	
071113	BITUMINOUS DAMPPROOFING	8/21/2026
072100	THERMAL INSULATION	8/21/2026
072726	FLUID-APPLIED MEMBRANE AIR BARRIERS	8/21/2026
074213.13	FORMED METAL WALL PANELS	8/21/2026
074800	RAINSCREEN ATTACHMENT SYSTEM	8/21/2026
076200	SHEET METAL FLASHING AND TRIM	8/21/2026
077100	ROOF SPECIALTIES	8/21/2026
077200	ROOF ACCESSORIES	8/21/2026
077253	SNOW GUARDS	8/21/2026
078413	PENETRATION FIRESTOPPING	8/21/2026
078443	JOINT FIRESTOPPING	8/21/2026
079200	JOINT SEALANTS	8/21/2026
079219	ACOUSTICAL JOINT SEALANTS	8/21/2026
079500	EXPANSION CONTROL	8/21/2026
	DIVISION 08 — OPENINGS	
081113	HOLLOW METAL DOORS AND FRAMES	8/21/2026
081216	ALUMINUM FRAMES	8/21/2026
081416	FLUSH WOOD DOORS	8/21/2026
083113	ACCESS DOORS AND FRAMES	8/21/2026
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	8/21/2026
087120	DOOR HARDWARE	8/21/2026
088000	GLAZING	8/21/2026
088300	MIRRORS	8/21/2026
089119	FIXED LOUVERS	8/21/2026
	DIVISION 09 — FINISHES	
092216	NON-STRUCTURAL METAL FRAMING	8/21/2026
092900	GYPSUM BOARD	8/21/2026
093000	TILING	8/21/2026
095113	ACOUSTICAL PANEL CEILINGS	8/21/2026
096253	SYNTHETIC TURF FLOORING	8/21/2026
096466	WOOD ATHLETIC FLOORING	8/21/2026
096513	RESILIENT BASE AND ACCESSORIES	8/21/2026
096519	RESILIENT TILE FLOORING	8/21/2026
096566	RESILIENT ATHLETIC FLOORING	8/21/2026
096813	TILE CARPETING	8/21/2026
097426	LINEAR WOOD WALL AND CEILING PANEL GRILLES	8/21/2026

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099113	EXTERIOR PAINTING	8/21/2026
099123	INTERIOR PAINTING	8/21/2026
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101419	DIMENSIONAL LETTER SIGNAGE	8/21/2026
101423.16	ROOM-IDENTIFICATION PANEL SIGNAGE	8/21/2026
102113.19	PLASTIC TOILET COMPARTMENTS	8/21/2026
102239	OPERABLE PANEL PARTITIONS	8/21/2026
102800	TOILET AND BATH ACCESSORIES	8/21/2026
104313	DEFIBRILLATOR CABINETS	8/21/2026
104413	FIRE PROTECTION CABINETS	8/21/2026
104416	FIRE EXTINGUISHERS	8/21/2026
105113	METAL LOCKERS	8/21/2026
105126	LASTIC LOCKERS	8/21/2026
107326	MANUFACTURED WALKWAY COVERINGS	8/21/2026
	DIVISION 11 — EQUIPMENT	
113013	RESIDENTIAL APPLIANCES	8/21/2026
116613	EXERCISE EQUIPMENT	8/21/2026
116623	GYMNASIUM EQUIPMENT	8/21/2026
116653	GYMNASIUM DIVIDERS	8/21/2026
	DIVISION 12 — FURNISHINGS	
122413	ROLLER WINDOW SHADES	8/21/2026
123661.16	SOLID SURFACING COUNTERTOPS	8/21/2026
	DIVISION 13 — SPECIAL CONSTRUCTION	
131100	SWIMMING POOLS	8/21/2026
131101	SWIMMING POOL CAST-IN-PLACE CONCRETE	8/21/2026
131102	SWIMMING POOL SHOTCRETE	8/21/2026
131103	SWIMMING POOL TILE	8/21/2026
131104	SWIMMING POOL CEMENTITIOUS FINISH	8/21/2026
	DIVISION 14 — CONVEYING EQUIPMENT	
142123.16	MACHINE ROOM-LESS ELECTRIC TRACTION ELEVATORS	8/21/2026
	DIVISION 21 — FIRE SUPPRESSION	
210500	FIRE PROTECTION GENERAL	8/21/2026
211313	WET PIPE SPRINKLER SYSTEMS	8/21/2026
	DIVISION 22 — PLUMBING	
220500	PLUMBING GENERAL	8/21/2026
220503	PLUMBING PIPE, TUBE AND FITTINGS	8/21/2026
220515	PLUMBING SPECIALTIES	8/21/2026
220523	GENERAL DUTY VALVES FOR PLUMBING PIPING	8/21/2026
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	8/21/2026
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	8/21/2026
220700	PLUMBING INSULATION	8/21/2026
223010	PLUMBING EQUIPMENT	8/21/2026
224200	PLUMBING FIXTURES	8/21/2026

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230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	8/21/2026
230516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	8/21/2026
230519	METERS AND GAGES FOR HVAC EQUIPMENT	8/21/2026
230523	GENERAL DUTY VALVES FOR HVAC PIPING	8/21/2026
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	8/21/2026
230548	VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT	8/21/2026
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	8/21/2026
230593	TESTING, ADJUSTING AND BALANCING FOR HVAC	8/21/2026
230700	HVAC INSULATION	8/21/2026
231123	FACILITY NATURAL-GAS PIPING	8/21/2026
232300	REFRIGERANT PIPING	8/21/2026
233113	METAL DUCTS	8/21/2026
233116	NONMETAL DUCTS	8/21/2026
233300	AIR DUCT ACCESSORIES	8/21/2026
233423	HVAC POWER VENTILATORS	8/21/2026
233600	AIR TERMINAL UNITS	8/21/2026
233713	DIFFUSERS, REGISTERS AND GRILLES	8/21/2026
233723	HVAC GRAVITY VENTILATORS	8/21/2026
234316	ELECTRONIC AIR CLEANERS	8/21/2026
235100	BREECHINGS, CHIMNEYS, AND STACKS	8/21/2026
237413	PACKAGED ROOFTOP UNITS	8/21/2026
238126	SPLIT SYSTEM AIR-CONDITIONERS	8/21/2026
	DIVISION 26 — ELECTRICAL	
260500	COMMON WORK RESULTS FOR ELECTRICAL	8/21/2026
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	8/21/2026
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS - POOL GROUNDING	8/21/2026
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	8/21/2026
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	8/21/2026
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	8/21/2026
260548	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SSYTEMS	8/21/2026
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	8/21/2026
260800	ELECTRICAL SYSTEMS COMMISSIONING	8/21/2026
260923	LIGHTING CONTROL DEVICES	8/21/2026
262200	LOW-VOLTAGE TRANSFORMERS	8/21/2026
262416	PANELBOARDS	8/21/2026
262726	WIRING DEVICES	8/21/2026
262813	FUSES	8/21/2026
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	8/21/2026
263613163	WAY MANUAL TRANSFER SWITCH PERFORMANCE	8/21/2026
264313	SURGE-PROTECTIVE DEVICES (SPD) FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	8/21/2026
264313	TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE POWER	8/21/2026
265119	LED INTERIOR LIGHTING	8/21/2026
	DIVISION 27 — COMMUNICATIONS	
270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	8/21/2026
270528	PATHWAYSS FOR COMMUNICATIONS SYSTEMS	8/21/2026
275319	EMERGENCY RESPONDER RADIO ANTENNA REPEATER SYSTEM - STANDARD	8/21/2026

Documents Log: Drawings & Specifications

Dwg/Spec No:	Drawing / Specification Title:	Date:
	DIVISION 28 — ELECTRONIC SAFETY AND SECURITY	
280528	PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY	8/21/2026
283111	ADDRESSABLE FIRE ALARM SYSTEM - VOICE EV AC SED	8/21/2026
1	**Addendum #01**	8/26/2026
2	**Addendum #02**	9/1/2026
3	**Addendum #03**	9/2/2026
4	**Addendum #04**	9/4/2026
1	**Addendum #05**	9/9/2026
2	**Addendum #06**	9/10/2026
3	**Addendum #07**	9/17/2026
4	**Addendum #08**	9/24/2026

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 26 day of Octoberin the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20 day of January in the year 2026(the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Polk County Community Recreation Center
Highway 108
Columbus NC 28722

THE OWNER:
(Name, legal status, and address)

Polk County Government
Mr. D. Marche Pittman
PO Box 308
Columbus NC 28722

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

J. M. Cope, Inc.
Gary C. Webb
346 9th St
Hickory, NC 28602
704.940.9405

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million Two Hundred Thirty-Eight Thousand Three Hundred Sixty-Seven ($ 16,238,367.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

PCCRF – Statement of GMP dated October 12, 2026

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
P&P Bonds	$163,237.24
ALT-1 Walking Track	$172,718.74
JMC-2 Site Concrete SOW	$ 73,904.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
ALT 2.1 Interior Wall Liner Panel Option 1	$ 8,649.00	November 25, 2026
ALT 2.2 Interior Wall Liner Panel Option 2	$20,678.00	November 25, 2026

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
GMP#02-1 – Mass Rock Removal	CUYD	$ 80.00
GMP#02-2 – Trench Rock Removal	CUYD	$ 220.00
GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite	CUYD	$ 15.00
GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite	CUYD	$ 30.00
GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils	CUYD	$ 25.00
GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone	CUYD	$ 92.00
GMP#02-7 – Woven Geotextile Fabric	SQYD	$ 5.00
GMP#02-8 – Biaxial Geogrid	SQYD	$ 6.00
GMP#02-9 – Silt Fence	LNFT	$ 10.00
GMP#02-10 – Sawcut, Remove & Repair Binder Course	SQYD	$ 30.00

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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement of the Work shall be the date stated in the Owner's written Notice to Proceed, to be issued promptly after the later of (i) execution of this Amendment and (ii) issuance of permits and approvals required to begin work, but not later than November 30, 2026.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Four Hundred Fifty-Seven (457) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit H – Contract Documents Log Dated October 12, 2026

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit H – Contract Documents Log Dated October 12, 2026

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
GMP#01-1 – Furnish and Deliver Anchor Bolts, Nuts & Washers required for the PEMB Structure	$8,500.00
GMP#02-1 – Mass Rock Removal	$4,000.00
GMP#02-2 – Trench Rock Removal	$11,000.00
GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite	$7,500.00
GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite	$57,000.00
GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils	$56,250.00
GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone	$23,000.00
GMP#02-7 – Woven Geotextile Fabric	$2,500.00
GMP#02-8 – Biaxial GeoGrid	
GMP#02-9 – Silt Fence	

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GMP#02-10 – Sawcut, Remove &	$3,000.00
Repair Binder Course	$1,000.00
GMP#03 – 1 PEMB Design, AHJ, & Permit Contingency Allowance	$4,500.00
GMP#03 – 2 Civil Design, AHJ & Permit & Permit Contingency Allowance	$25,000.00
GMP#03 – 3 Vertical Construction & Exterior Improvement Design, AHJ, & Permit Reconciliation	$25,000.00
GMP#03 – 4 Subsurface Building Soils	$52,858.00
GMP#03 – 5 Dumpster Screen	$175,000.00
GMP#03 – 6 Gym Mirrors	$7,142.00
	$30,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit F – Qualifications dated October 12, 2026

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY:	BY: Chad Webb, Executive Vice President
(Printed name and title)	*(Printed name and title)*

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sonya Ayers, Government Unit Finance Officer

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

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PAGE 1:

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million Two Hundred Thirty-Eight Thousand Three Hundred Sixty-Seven ($ 16,238,367.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

This Amendment dated the 26 day of Octoberin the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20 day of January in the year 2026(the "Agreement")

Polk County Community Recreation Center

Highway 108
Columbus NC 28722

Polk County Government

Mr. D. Marche Pittman
PO Box 308

Columbus NC 28722

J. M. Cope, Inc.

Gary C. Webb
346 9th St
Hickory, NC 28602
704.940.9405

PAGE 2:

PCCRF – Statement of GMP dated October 12, 2026

P&P Bonds

$163,237.24

ALT-1 Walking Track

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$172,718.74

JMC-2 Site Concrete SOW

$ 73,904.00

ALT 2.1 Interior Wall Liner Panel Option 1

$ 8,649.00

November 25, 2026

ALT 2.2 Interior Wall Liner Panel Option 2

$20,678.00

November 25, 2026

GMP#02-1 – Mass Rock Removal

CUYD

$ 80.00

GMP#02-2 – Trench Rock Removal

CUYD

$ 220.00

CUYD

$ 15.00

GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite

CUYD

$ 30.00

GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite

CUYD

$ 25.00

GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils

CUYD

$ 92.00

GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone

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GMP#02-7 – Woven Geotextile Fabric

SQYD

$ 5.00

GMP#02-8 – Biaxial Geogrid

SQYD

$ 6.00

GMP#02-9 – Silt Fence

LNFT

$ 10.00

SQYD

$ 30.00

GMP#02-10 – Sawcut, Remove & Repair Binder Course

PAGE 3:

[X] Established as follows:

The date of commencement of the Work shall be the date stated in the Owner's written Notice to Proceed, to be issued promptly after the later of (i) execution of this Amendment and (ii) issuance of permits and approvals required to begin work, but not later than November 30, 2026.

[X]Not later than Four Hundred Fifty-Seven (457) calendar days from the date of commencement of the Work.

Exhibit H – Contract Documents Log Dated October 12, 2026

PAGE 4:

Exhibit H – Contract Documents Log Dated October 12, 2026

$8,500.00

GMP#01-1 – Furnish and Deliver Anchor Bolts, Nuts & Washers required for the PEMB Structure

GMP#02-1 – Mass Rock Removal

$4,000.00

GMP#02-2 – Trench Rock Removal

$11,000.00

$7,500.00

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GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite

GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite

$57,000.00

GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils

$56,250.00

GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone

GMP#02-7 – Woven Geotextile Fabric

$23,000.00

GMP#02-8 – Biaxial GeoGrid

GMP#02-9 – Silt Fence

$2,500.00

$3,000.00

GMP#02-10 – Sawcut, Remove & Repair Binder Course

$1,000.00

$4,500.00

GMP#03 – 1 PEMB Design, AHJ, & Permit Contingency Allowance

$25,000.00

GMP#03 – 2 Civil Design, AHJ & Permit & Permit Contingency Allowance

$25,000.00

GMP#03 – 3 Vertical Construction & Exterior Improvement Design, AHJ, & Permit Reconciliation

GMP#03 – 4 Subsurface Building Soils

$52,858.00

GMP#03 – 5 Dumpster Screen

GMP#03 – 6 Gym Mirrors

$175,000.00

$7,142.00

$30,000.00

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PAGE 5:

Exhibit F – Qualifications dated October 12, 2026

N/A

N/A

BY: Chad Webb, Executive Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:10:31 EST on 11/12/2026 under Order No. 20250127414 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.C.II

Project Budget Ordinance Amendment.

ATTACHMENTS

1. Proj Ord Amended PCCRF

COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
Polk County Community Recreation Facility

		BUDGET EXPENDITURES						
	Original Budget	7/19/2021	Amended 5/15/2023	Amended 10/7/2024	Amended 11/17/2025	Amended 3/16/2026	Amended 8/17/2026	**Amended 11/16/2026**
Planning-Contract Svc	41-6120-4400-0	$ 110,000	$ 187,023	$ 203,927	$ 203,927	$ 218,927	$ 218,927	$ 218,927
Plans & Consulting	41-6120-0193-5				50,000	60,000	60,000	60,000
Professional Fees	41-6120-0580-2					838,135	838,135	915,339
Capital Outlay	41-6120-5000-0							610,000
Building/Improvements	41-6120-5800-0						4,950,000	16,869,869
Total Expenditures		$ 110,000	$ 187,023	$ 203,927	$ 253,927	$ 1,117,062	$ 6,067,062	$ 18,674,135

		REVENUES						
YMCA Donations	41-3438-0100				$ 50,000	$ 50,000	$ 2,000,000	$ 2,875,870
General Fund Appropriation	41-3330-0800	110,000	110,000	110,000	110,000	973,135	973,135	893,338
St. Lukes Legacy Grant Rev	41-3331-0901						3,000,000	3,000,000
Capital Reserve Transfer In	41-3981-9822		77,023	77,023	77,023	77,023	77,023	77,023
PCCF Grant-Feasibility Study	41-3839-8905			16,904	16,904	16,904	16,904	16,904
Loan Proceeds - Webster	41-3980-0005							11,811,000
Total Revenues		$ 110,000	$ 187,023	$ 203,927	$ 253,927	$ 1,117,062	$ 6,067,062	$ 18,674,135

To establish Project Ordinance for a Polk County Community Recreation Facility

5/15/23 - Capital Reserve remaining funds previously set aside for E & D
10/7/24 - Increase project for a grant received from the Polk County Community Foundation in FY24
11/17/25 - Increase project for CMAR preconstruction planning
3/16/26 - Increase project using unspent FY26 Debt service payment for Porfessional Service Fees and Preliminary Site Work
8/17/26 - Increase project budget for donations and grant funds received for builiding/construction costs
11/16/2026 - Increase project budget to account for loan proceeds and overall project costs

Date approved & entered into the BOC minutes

BUDGET OFFICER/COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: Polk County Community Recreation Facility

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 9.C.III

Resolution Authorizing an Installment Financing Agreement and Related Documents.

ATTACHMENTS

1. Authorizing Resolution-Polk (2026)-4899-7405-9477-v4
2. Deed of Trust - Polk County (2026)-4912-6452-8853-v7
3. Installment Financing Agreement - Polk County (2026)-4918-3331-5797-v6

A regular meeting of the Board of Commissioners for the County of Polk, North Carolina was held in the Bryant H. Womack Justice and Administration Building located at 40 Courthouse Street in Columbus, North Carolina at 5:00 p.m. on November 16, 2026.

Present: Chairman Myron Yoder, presiding, and Commissioners _____

Absent: Commissioners _____

* * * * * *

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

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH A NEW COMMUNITY CENTER FOR THE COUNTY OF POLK, NORTH CAROLINA

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Polk, North Carolina (the "County"):

Section 1. The Board does hereby find and determine as follows:

(a) The County has determined to acquire, construct, and equip a new community center for the County (the "Project"), which will be leased to the YMCA of Greater Spartanburg, a 501(c)(3) not-for-profit charitable organization existing under the laws of South Carolina, for operations under the terms of a lease agreement to be negotiated.

(b) After a public hearing and due consideration, the Board has determined to finance the Project through the execution of an Installment Financing Agreement (the "Agreement") between the County and Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A. (the "Lender") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the County which, together with other available funds of the County, will be in an amount sufficient to pay the costs of the Project and pay certain financing costs in connection therewith, and the County will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure its obligations under the Agreement, the County will execute and deliver a deed of trust (the "Deed of Trust") granting a lien on all or a portion of the site on which the Project is located, together with all improvements and fixtures located and to be located thereon.

(d) There have been presented to the Board at this meeting drafts of the Agreement and the Deed of Trust.

Section 2. The proposal of the Lender to provide financing through the Agreement is hereby accepted, and the actions of the County Manager, Finance Director and any other officers, agents and employees of the County in accepting the proposal of the Lender are hereby ratified, authorized and approved.

Section 3. In order to provide for the financing of the Project, the County is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in an aggregate principal amount not to exceed $12,000,000. The County shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments (as defined therein) shall be designated as principal and interest as provided in the Agreement. The interest rate payable under the Agreement shall be 5.185% per annum (subject to adjustment as provided in the Agreement) and the final maturity shall not exceed January 1, 2047.

Section 4. The Board hereby approves the Agreement and the Deed of Trust in substantially the forms presented at this meeting. The Chair of the Board, the Vice-Chair (in the absence of the Chair), the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County each of said documents in substantially the forms presented at this meeting, containing such modifications, insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk or any Deputy or Assistant Clerk of the Board is hereby authorized and directed to affix the official seal of the County to each of said documents and to attest the same as may be required.

Section 5. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 6. The Chair of the Board, the Vice-Chair (in the absence of the Chair), the County Manager, the County Attorney, the Finance Director, the Clerk and any Deputy Clerk of the County, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such closing certificates, opinions, agreements and other items of evidence as shall be deemed necessary to consummate the transactions described above. The officers, agents and employees of the County are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants and provisions of the Agreement and the Deed of Trust and any other documents contemplated by this resolution.

Section 7. The County Manager and the Finance Director are each hereby authorized to administratively amend the County's annual budget in order to provide the amounts necessary to pay debt service and other payments with respect to the Agreement.

Section 8. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE

EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH A NEW COMMUNITY CENTER FOR THE COUNTY OF POLK, NORTH CAROLINA" was adopted by the following vote:

Ayes:_____

_____

Noes:_____

* * * * * *

I, Kennedy Freeman, Clerk to the Board of Commissioners for 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 for said County at a regular meeting held on November 16, 2026, as it relates in any way to the adoption of the foregoing resolution relating to an installment financing agreement by the County and that said proceedings are 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 16th day of November, 2026.

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

[SEAL]

Prepared by and Return to:

G. Thomas Lee
Attorney at Law
Womble Bond Dickinson (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, North Carolina 27601

DEED OF TRUST AND SECURITY AGREEMENT

NORTH CAROLINA
POLK COUNTY

This DEED OF TRUST AND SECURITY AGREEMENT, dated as of November 24, 2026 (the "Deed of Trust"), from the COUNTY OF POLK, NORTH CAROLINA, a body politic and corporate duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "County"), to THE FIDELITY COMPANY, as trustee (the "Deed of Trust Trustee"), for the benefit of WEBSTER PUBLIC FINANCE CORPORATION, a subsidiary of Santander Bank, N.A., and its successors and assigns hereinafter mentioned (the "Beneficiary");

WITNESSETH:

WHEREAS, the County has entered into an Installment Financing Agreement, of even date herewith (the "Agreement"), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the County for financing the costs of the Project (as defined in the Agreement) and related financing costs, and the County agrees to repay the moneys advanced to the County in installments due at the times and in the amounts set forth in Exhibit A to the Agreement (the "Installment Payments") and to pay certain additional payments as more fully provided therein;

COLLATERAL IS OR INCLUDES FIXTURES

WHEREAS, pursuant to the Agreement, the County is delivering this Deed of Trust to secure the repayment by the County to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the County under the Agreement and this Deed of Trust;

WHEREAS, the County has agreed to pay to the Beneficiary the sum of $11,811,000, representing the moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with a final Installment Payment being due and payable on January 1, 2047;

WHEREAS, the County desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the County of all additional payments required to be paid by the County under the Agreement and the performance by the County of all of the additional covenants of the County set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements hereto or thereto; and

WHEREAS, the County desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the County, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the County under the Agreement and for the performance by the County of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of $1.00 paid to the County by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Polk County in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Exhibit A attached hereto and made a part hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the County in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of any of the foregoing real property and

fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures and proceeds granted to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE COUNTY COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the County is seized of the Mortgaged Property in fee, that the County has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear from all encumbrances and restrictions other than Permitted Encumbrances, that such Permitted Encumbrances will not materially impair the use of the Mortgaged Property for its intended purpose, and that the County does hereby forever warrant and will forever defend the title to the Mortgaged Property (except for Permitted Encumbrances) against the claims of all persons whatsoever; provided, however, that

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the County shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the County.

THE COUNTY FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured; Maintenance and Modification of Mortgaged Property by County. This Deed of Trust secures all present and future indebtedness owing by the County under the Agreement and this Deed of Trust. The principal amount of the indebtedness is $11,811,000.

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The County agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the County may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the County within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The County will do, or cause to be done, all such things as may be required by law in order fully to protect the security and all rights of the Beneficiary under this Deed of Trust. The County shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 2. Grant and Release of Easements; Release of Property. If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the County may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the County may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the County requesting such instrument and (c) a certificate executed by an authorized representative of the County stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the County at the Mortgaged Property, (ii) will not impair the effective use of or interfere with the operations of the County at the Mortgaged Property and (iii) following such release, the value of the security under this Deed of Trust will not be less than the outstanding principal amount of Installment Payments still owing under the Agreement. The Beneficiary may request appraisals or other evidence satisfactory to the Beneficiary to support the certificate required by clause (iii) above.

Section 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the County to observe and perform any warranty, covenant, condition or agreement on the part of the County under this Deed of Trust other than Section 6 hereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the County by the Beneficiary unless the Beneficiary shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be reasonably corrected within the applicable period, and if corrective action is instituted by the County within the applicable period, the County shall have such additional period of time to correct the failure as shall be necessary, so long as such correction is diligently pursued;

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted

to enforce any lien, charge or encumbrance against any of said Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an "Event of Default"), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the County. The Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the County, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the County, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied

with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The County agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Beneficiary may credit against its bid the amount outstanding under the Agreement (subject to the payment of any costs and expenses of such sale and any payment of any taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to as provided in Section 4 hereof). The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the County.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the County, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the County arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The County also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the County are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the

Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the County to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the County at its address set forth herein, shall constitute reasonable notice to the County. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the County agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The County also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the County are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The County hereby waives, to the full extent it lawfully may, the benefit of all appraisement, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in (f), the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH BY THE COUNTY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST, OR FOLLOWING THE EXERCISE BY THE COUNTY OF ITS RIGHT OF TERMINATION OF ITS OBLIGATION TO MAKE THE INSTALLMENT PAYMENTS AND ANY ADDITIONAL PAYMENTS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

Section 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the County is entitled under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal at a rate per annum equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

Section 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the County prior to delivery of the deed by the Deed of Trust Trustee, the County shall pay the Deed

of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

Section 6. General Covenant. The County shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

Section 7. Payment of Costs, Attorneys' Fees and Expenses. The County shall pay, to the extent permitted by law, any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 8. Insurance and Taxes. Pursuant to the Agreement, the County will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 9. No Assignment or Encumbrance of the Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust, the County shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or part thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the County, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of eight percent (8%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of eight percent (8%) per annum. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 12. Security Interest in Fixtures. **COLLATERAL IS OR INCLUDES FIXTURES.** With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law. The fixtures are located on the land described on Exhibit A, and the County is the record owner of that land. The name and address of the County, as debtor, and the Beneficiary, as secured party, are set forth in Section 16. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code, as in effect in the State of North Carolina.

Section 13. Leases. The County shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the County under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the County shall fail to make any payment required to be made by the foregoing

covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 14. Additional Documents. The County agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the County to the Beneficiary remains unpaid, the County hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the County, to the extent permitted by law, to sign the name of the County on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 15. Environmental Issues. The County for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the County, (a) neither the County nor, to the best of the County's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the County nor, to the best of the County's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the County's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the County relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the County shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the County shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the County has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the "Permits"), and the County is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the County shall immediately give the Beneficiary oral and written notice in the event that the County receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the County hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without

limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the County, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the County, (c) the failure by the County to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the County in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the County shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. Prior to any such delivery of the Mortgaged Property, the County shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the County under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 16. Miscellaneous. (a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (i) if to the County, at P.O. Box 308, Columbus, North Carolina 28722, Attention: County Manager; (ii) if to the Beneficiary, to Webster Public Finance Corporation, a subsidiary of Santander Bank, 200 Elm Street, Stamford, Connecticut 06901, Attention: Public Sector Finance; and (iii) if to the Deed of Trust Trustee, to The Fidelity Company, P.O. Box 831, Raleigh, North Carolina 27602 Attention: John C. Cooke.

The County, the Deed of Trust Trustee and the Beneficiary may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Substitution of Deed of Trust Trustee. The County and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the

Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

(h) By its acceptance hereof, the Deed of Trust Trustee certifies that the Deed of Trust Trustee understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Deed of Trust Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Deed of Trust Trustee will require that any subcontractor that it uses in connection with the transactions contemplated by this Deed of Trust certify to such subcontractor's compliance with E-Verify.

[signatures to follow]

IN WITNESS WHEREOF, the County has caused this Deed of Trust to be executed in its name by the County Manager and its seal to be impressed hereon and attested by the Clerk to the Board of the County, all as of the date first above written.

COUNTY OF POLK, NORTH CAROLINA

[SEAL]

By: _____
County Manager

Attest:

_____
Clerk

ACKNOWLEDGEMENT FOR COUNTY

STATE OF NORTH CAROLINA

COUNTY OF POLK

This ____ day of November, 2026, personally came before me, a Notary Public in and for the said County and State, Kennedy Freeman, who, being by me duly sworn, says that she is the Clerk to the Board of County Commissioners of the County of Polk, North Carolina, a body politic and corporate existing under the laws of the State of North Carolina and acting through its Board of County Commissioners, and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by its County Manager, sealed with its seal and attested by herself as Clerk to said Board.

Witness my hand and notarial seal this ___day of November, 2026.

_____
Notary Public

My commission expires:

_____

(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

Draft No. 2
November 10, 2026

INSTALLMENT FINANCING AGREEMENT

Dated as of November 24, 2026

between

COUNTY OF POLK, NORTH CAROLINA

and

WEBSTER PUBLIC FINANCE CORPORATION,
a subsidiary of Santander Bank, N.A.

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[To be updated.]

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INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of November 24, 2026 (the "Agreement"), between COUNTY OF POLK, NORTH CAROLINA, a body politic and corporate duly organized and validly existing under the laws of the State of North Carolina (the "County"), and WEBSTER PUBLIC FINANCE CORPORATION, a subsidiary of Santander Bank, N.A. (the "Lender");

WITNESSETH:

WHEREAS, the County is a body politic and corporate duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the County may finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for construction;

WHEREAS, after a public hearing and due consideration, the Board of Commissioners of the County has determined to finance the cost of acquiring, constructing and equipping a new community center (the "Project");

WHEREAS, in order for the County to obtain the funds to pay the costs of financing the Project, the County has determined to enter into this Agreement whereby the Lender will advance funds to the County to be applied, together with any other available funds, to (a) pay the costs of the Project and (b) pay certain financing costs relating thereto, and the County will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the County will execute and deliver a Deed of Trust, dated as of the date hereof (the "Deed of Trust"), to the Deed of Trust trustee named therein, for the benefit of the Lender, pursuant to which the County will grant a lien on the Site (hereinafter defined), together with all buildings, improvements and fixtures located and to be located thereon;

WHEREAS, the Lender is willing to advance moneys to the County for the purpose of financing the costs of the Project and paying certain financing costs relating thereto, and the County is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the County and the Lender have each duly authorized the execution and delivery of this Agreement and the Deed of Trust.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words "hereby", "herein", "hereof", "hereto", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

"Act" means Section 160A-20 of the General Statutes of North Carolina, as amended.

"Advancement" means the advance being made by the Lender to the County pursuant to Section 3.1 of this Agreement to (a) pay the costs of the Project and (b) pay the Closing Costs.

"Agreement" means this Installment Financing Agreement, including any amendment or supplement hereto as permitted hereby.

"Board of Commissioners" means the Board of Commissioners of the County.

"Closing" means the date on which the County executes and delivers this Agreement, and the Lender makes the Advancement to the County.

"Closing Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the County relating to the financing of the Project, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

"County" means the County of Polk, North Carolina, a body politic and corporate duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

"Deed of Trust" means the Deed of Trust, of even date herewith, from the County to the Deed of Trust Trustee, for the benefit of the Lender, securing the Installment Payments and other obligations specified hereunder and thereunder, as supplemented and amended from time to time.

"Deed of Trust Trustee" means the person or other entity at the time serving as trustee under the Deed of Trust.

"Determination of Taxability" means and shall be deemed to have occurred on the date when (a) the County shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the County under this Agreement due to the occurrence of an Event of Taxability or (b) the County or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the County under this Agreement is includable in the gross income of the Lender for federal income tax purposes due to the occurrence of an Event of Taxability.

"Enforcement Limitation" means the provisions of the Act that provide that no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

"Event of Nonappropriation" means (a) the failure by the Board of Commissioners to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the Board of Commissioners' deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the County's current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred on the date on which such additional payment were due and remain unpaid.

"Event of Taxability" means the occurrence or existence of any fact, event or circumstance caused by the failure of the County to comply with any covenants in this Agreement or any document or certificate executed by the County in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments made by the County under this Agreement to be includable in the gross income of the Lender for federal income tax purposes.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"Installment Payment Date" means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

"Installment Payments" means the payments required to be paid by the County pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A.

"Investment Obligation" means any security or investment authorized by Section 159-30 of the General Statutes of North Carolina, as may be amended from time to time, or any substitute or successor statute.

"Lender" means Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A., and any successors or assigns.

"LGC" means the Local Government Commission of North Carolina, a division of the Department of the State Treasurer, and any successor thereto.

"Mortgaged Property" means the property subject to the lien of the Deed of Trust, consisting of the Site, together with all of the buildings, improvements and fixtures located or to be located thereon and all rents, issues, profits and revenues and proceeds derived therefrom, all as more particularly described in the Deed of Trust.

"Net Proceeds" means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including reasonable attorneys' fees) incurred in the collection thereof.

"Permitted Encumbrances" means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord's, warehouseman's, carrier's, worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers' compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation; (e) the lien created by the Deed of Trust and any lease of all or any portion of the Mortgaged Property permitted by Section 8.2; (f) this Agreement; (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the County certifies in writing to the Lender will not materially impair the use of the Mortgaged Property for its intended purpose or the marketability of the Mortgaged Property; (h) any mortgage or encumbrance on the Mortgaged Property consented to by the Lender pursuant to Section 9 of the Deed of Trust; and (i) any other encumbrances described in any title report of policy evidencing title insurance required pursuant to Section 5.4.

"Project" means the acquisition, construction and equipping of a community center to be located on the Site.

"Project Fund" means the account to which the Advancement is deposited for safekeeping and investment pending the disbursement thereof to pay costs of the Project and Closing Costs.

"Site" means the real property identified in Exhibit A to the Deed of Trust, such site being the site where the Project is or will be located.

"State" means the State of North Carolina.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A: Installment Payment Schedule
Exhibit B: Form of Requisition

ARTICLE II

REPRESENTATIONS OF THE COUNTY AND LENDER

SECTION 2.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants to the Lender as follows:

(a) The County is a body politic and corporate duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the County to execute and deliver this Agreement and the Deed of Trust and to enter into the transactions contemplated by and to carry out its obligations under this Agreement and the Deed of Trust.

(c) The County has duly authorized and executed this Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement and the Deed of Trust, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Agreement, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the County challenging the validity or enforceability of this Agreement, the Deed of Trust or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder.

(g) The County will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the County or the Project that are necessary for the acquisition, construction and equipping of the Project.

(h) The County shall not (i) request the assignment of a rating on this Agreement by any municipal securities rating agency, (ii) register this Agreement with The Depository Trust Company or any other securities depository, (iii) offer this Agreement pursuant to any type of offering document or official statement or (iv) request the assignment of a CUSIP number by Standard & Poor's CUSIP Service.

(i) The County has complied with all applicable public bidding requirements with respect to this Agreement and the acquisition, construction and equipping of the Project.

(j) The Site is not subject to any easement, right of way, covenant, restriction, lien or encumbrance which would materially impair the use of the Mortgaged Property for its intended purpose. The Site is properly zoned for the purposes for which it is intended to be used.

(k) Any taxes, assessments or impositions of any kind with respect to the Site, except current taxes, have been paid in full.

(l) The County acknowledges that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act), all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The County agrees that it will provide to the Lender such information as it may request, from time to time, in order for the Lender to satisfy the requirements of the USA PATRIOT Act, including, but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

SECTION 2.2. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants to the County as follows:

(a) The Lender has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

(c) The Lender (i) is familiar with the County; (ii) has been furnished certain financial information about the County; (iii) acknowledges that the County has made available to it the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of entering into this Agreement; (iv) has had the opportunity to ask questions of and receive answers from the County representatives, including officers, attorneys, advisors and accountants, concerning the terms of this Agreement, the information supplied to it and the County's condition, financial and otherwise; and (v) acknowledges that the County has been responsive to all of its requests for information.

(d) The Lender is capable of evaluating the merits and risks of entering into this Agreement and has agreed to enter into this Agreement although no formal offering material has been provided to it.

(e) The Lender has undertaken to discuss and investigate the form and substance of this Agreement and the transactions related thereto with such counsel and other persons as it has deemed appropriate.

(f) The Lender acknowledges that this Agreement is not registered under the United States Securities Act of 1933, as amended, and that the County is not presently required to register this Agreement under the United States Securities Exchange Act of 1934, as amended. Therefore, if

and when the Lender wishes to sell or assign part or all of the Agreement, current financial and other information may not be available. The Lender further realizes that the County may, but is not under any obligation to, provide current financial and other information upon the sale or assignment of all or part of the Agreement at some subsequent time, or to pay any costs associated with any such sale or assignment. Further, the Lender understands that it may need to bear the risks of this Agreement for an indefinite period of time, because any sale or assignment of this Agreement may not be possible or, if possible, may be at a price below that which the Lender is entering into this Agreement.

(g) The Lender represents that it is entering into the Agreement for its own account with the present intent to hold the loan to maturity with no present intention to resell or distribute the Agreement or any interest therein; provided, however, that the Lender reserves the right at all times to control the disposition of its assets, including this Agreement. The Lender or its assignees may assign or reassign all or any part of this Agreement in accordance with the provisions of Section 8.1.

ARTICLE III

ADVANCEMENT; ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT

SECTION 3.1. Advancement; Creation of Project Fund. In consideration of the covenants, warranties and representations contained herein, and in consideration of the County's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance to the County at Closing moneys in the amount of $11,811,000.00 (the "Advancement"). On the date of Closing, the Lender shall, at the direction of the County, deposit the Advancement in a separate segregated account established with a financial institution acceptable to the Lender (the "Project Fund"). The Project Fund shall be applied in accordance with the provisions of this Article. Any investment earnings on the Project Fund shall be retained in the Project Fund pending disbursement to pay the Closing Costs and the costs of the Project in accordance with Section 3.2.

SECTION 3.2. Acquisition, Construction and Equipping of the Project. The County shall be obligated to pay all Closing Costs and costs of the Project when the same become due and payable from the proceeds of the Advancement or other available funds of the County. The County shall enter into, or cause to be entered into, one or more contracts or purchase orders providing for the acquisition, construction and equipping of the Project. The County shall cause the acquisition, construction and equipping of the Project to be carried on expeditiously in accordance with the plans and specifications therefor and in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. The County shall ensure that the Project (i) does not impermissibly encroach upon nor impermissibly overhang any easement or right of way and (ii) when completed, will be wholly within the boundaries of the Site, and any building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Project to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction over the same. The County shall promptly correct or cause to be corrected any structural defect in the improvements or any departure from any related plans and specifications. The Lender and its representatives and agents shall have the right to enter on and inspect the Project from time to time, during and after acquisition and construction, and the County shall cause any general contractor, construction manager at risk or first-tier subcontractor to cooperate with the Lender and its representatives and agents during such inspections. No right of inspection or approval contained herein imposes on the Lender any duty or obligation whatsoever to undertake any inspection or to give any approval. The County shall not make any material changes to the Project to the extent that such changes impair the structural integrity or utility of the Project without the prior written consent of the Lender. The County shall require, or cause to be required, that each primary contractor for the Project provide performance and labor and materials payment bonds in an amount not less than the amount of the respective contract, naming the Lender as a co-obligee. The net proceeds received by the County from any such bond or bonds shall be paid to the Lender for the deposit in the Project Fund and applied to pay the costs of the Project in the same manner as the Advancement as herein provided.

SECTION 3.3. Investment of the Project Fund. The County shall invest and reinvest moneys deposited in the Project Fund solely in Investment Obligations mutually agreed to by the

County and the Lender, and investment earnings on the Project Fund shall be retained in the Project Fund pending disbursement in accordance with Section 3.4. The County shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to a loan agreement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Project Fund, and the County hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Lender from any such liability, cost, expense, loss or claim.

SECTION 3.4. Disbursements from the Project Fund. Unless the Project Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Project Fund shall be used to pay the Closing Costs and the costs of the Project. In connection with the drawing of funds from the Project Fund, the County Manager or Finance Director or their designees, shall prepare and execute a written requisition substantially in the form set forth in Exhibit B attached hereto, which shall be submitted to the Lender for approval. No funds shall be drawn from the Project Fund until the requisition therefor shall be approved by the Lender (such approval not to be unreasonably withheld). The Lender is entitled to rely on each written requisition as conclusive evidence of the County's compliance with the procedure described herein.

If the moneys held in the Project Fund are insufficient to pay all of the Closing Costs and the costs of the Project, the County shall provide any balance of the funds needed to complete the acquisition, construction, and equipping of the Project.

Any moneys remaining in the Project Fund after completion of the acquisition, construction and equipping of the Project, as evidenced by a written certificate of completion executed by the County Manager or Finance Director of the County and delivered to the Lender stating that the Project has been completed and there are no mechanic's or other liens against the Project for labor or materials furnished in connection with the Project, will be applied to the next succeeding Installment Payments until such time as such moneys are expended.

SECTION 3.5. Termination of the Project Fund. The Project Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Project Fund as provided in Section 3.4, (b) written notice given by the Lender of an event of default by the County under this Agreement resulting in acceleration of the principal component of the Installment Payments, and (c) termination of this Agreement.

SECTION 3.6. Disclaimer of Lender. The County acknowledges and agrees that the design of the Project has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project or similar projects, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the acquisition, equipping or construction thereof, (c) has not at any time had physical

possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY COMPONENT PART THEREOF TO THE COUNTY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE COUNTY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY, TO PAY THE CLOSING COSTS AND THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE COUNTY.

SECTION 3.7. Reliance of the Lender on Documents. The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same, and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement. (a) The County shall repay the Advancement, with interest, computed at the rate of 5.185% per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months), in installments due at the times and in the amounts set forth in Exhibit A attached hereto and made a part hereof.

(b) All payments required to be made to the Lender hereunder shall be made in accordance with the wire instructions provided by the Lender or as may otherwise be authorized or directed by the Lender.

(c) Notwithstanding the provisions of subsection (a) of this Section, in the event of a Determination of Taxability, the interest rate relating to the Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments. In addition, the County shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the County after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the County with a new Installment Payment Schedule which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(d) The County agrees to give prompt written notice to the Lender upon the County's determination or receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

(e) Should the County fail to pay any Installment Payment or any other sum required to be paid to the Lender on the due date thereof, the County shall pay a late payment charge equal to six percent (6%) of the delinquent payment. The acceptance or assessment of a late charge shall not constitute a waiver of default or event of default under this Agreement or impair any other rights or remedies of the Lender.

SECTION 4.2. Budget and Appropriation. (a) The officer of the County at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Board of Commissioners in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Deed of Trust. Any budget item referred to in this Section shall be deleted from the applicable budget by the Board of Commissioners only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be spread upon the minutes of the Board of Commissioners. Upon request, the County shall furnish the Lender with copies of its annual budget within thirty (30) days after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or

the Deed of Trust. The County shall promptly provide written notice to the Lender of any Event of Nonappropriation.

(b) **NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.**

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the County's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Deed of Trust. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the County will execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.

SECTION 4.4. No Set-Off; Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the County to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the County will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the County may have against the Lender.

ARTICLE V

INSURANCE

SECTION 5.1. Comprehensive General Liability. The County shall maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in protection of the County, its officers, agents and employees. Said policy shall cover such losses and for such amounts and shall have such deductible amounts as shall be satisfactory to the Board of Commissioners and, in the judgment of the Board of Commissioners, shall protect the County against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid. Such insurance policies shall name the Lender and its successors and assigns as loss payee and additional insured.

SECTION 5.2. Workers' Compensation. The County shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.3. Insurance. (a) The County shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Lender as mortgagee and its affiliates, successors, and assigns as loss payee thereunder and shall, to the extent permitted by the insurance provider, provide for notice to the Lender not less than thirty (30) days in advance of any cancellation of such insurance policy or reduction in the amount of such insurance below the coverage amount required by this Agreement. To the extent that any contractor shall provide an insurance policy or certificate of insurance (naming the Lender as mortgagee and as loss payee) demonstrating that the same coverage as is required by this subsection is being carried by such contractor with respect to the Mortgaged Property or any part thereof and adequately protects the interest of the County and the Lender, the insurance provided for by this paragraph (a) shall not be required with respect to the Mortgaged Property or such part thereof while the Mortgaged Property or such part thereof is so covered by such other insurance. The County shall cause to be delivered to the Lender prior to construction of the Project a certificate of insurance evidencing that the insurance required by this subsection is in full force and effect.

(b) If any buildings, fixtures or other improvements are located on any portion of the Mortgaged Property that is located in a special flood hazard area according to the Federal Emergency Management Agency, then the County shall maintain a flood insurance policy on the Mortgaged Property. If at any time during the term of this Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should this occur, federal law requires the Lender to notify the County of the reclassification. If, within forty-five (45) days of receipt of notification from the

Lender that any portion of the Mortgaged Property has been reclassified by FEMA as being located in a special flood hazard area, the County has not provided sufficient evidence of flood insurance, the Lender is mandated under federal law to purchase flood insurance on behalf of the County, and any amounts so expended shall immediately become debts of the County, shall bear interest at the rate specified herein, and payment thereof shall be secured by the Deed of Trust.

(c) Such insurance required by this Section shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss).

(d) The Net Proceeds of such insurance required by this Section shall be applied as provided in Section 6.1 or Section 6.2.

SECTION 5.4. Title Insurance. [The Lender shall not require the County to maintain title insurance on the Mortgaged Property.][The County shall obtain at the time of execution and delivery of this Agreement, and cause to be maintained, a mortgagee's title insurance policy on the Mortgaged Property insuring the County's fee simple interest in the Mortgaged Property, subject only to Permitted Encumbrances, in an amount at least equal to the amount of the Advancement, naming the Lender as the named insured.] **[Note: Applicable provision to be confirmed upon completion of title search.]**

SECTION 5.5. General Insurance Provisions. (a) The County shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement.

(b) All insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Lender shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Lender.

(d) In lieu of obtaining the policies of insurance required by Section 5.1, Section 5.2 and Section 5.3, the County may adopt alternative risk management programs which the County determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the County.

(e) The insurance coverage required under Section 5.3 may be maintained under a blanket policy covering other properties of the County.

(f) The County shall cause to be delivered to the Lender annually on or about July 1 of each year a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(g) The County shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

SECTION 6.1. Obligation of the County to Repair and Replace the Mortgaged Property. Unless applied to the payment in full or in part of the remaining Installment Payments pursuant to Section 6.2 and Section 10.1, the County shall cause the Net Proceeds of any insurance policies or condemnation proceedings to be applied to the prompt repair, restoration or replacement of the Mortgaged Property. In the event that any such Net Proceeds exceed $500,000, the County shall cause such Net Proceeds to be deposited in a separate fund maintained by the County with the Lender, its designee or other depository acceptable to the Lender and, except as set forth in Section 6.2, all Net Proceeds so deposited shall be disbursed upon receipt of requisitions of the County to the Lender, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Lender shall cooperate with the County in the administration of such fund and shall not unreasonably withhold its approval of such disbursement requests submitted by the County pursuant to this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the County to Repair the Mortgaged Property. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Mortgaged Property, the County may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this subsection (a), the County shall not be entitled to any reimbursement therefor from the Lender, nor shall the County be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the County elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property, the County may apply the Net Proceeds of such insurance policies to the prepayment of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus any prepayment premium and the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the County.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the County shall commence the repair, restoration or replacement of the Mortgaged Property, or shall elect, by written notice to the Lender, to apply the Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, "commence" shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Mortgaged Property. In the event that the County shall, after commencing the repair, restoration, modification, improvement

or replacement of the Mortgaged Property, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the County may, subject to the proviso set forth above, elect to apply the Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Notice to and Cooperation of the Lender. The County shall promptly provide notice to the Lender of any material damage or destruction of the Mortgaged Property or any prospective or pending condemnation proceedings relating to the Mortgaged Property. The Lender shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.3. In no event shall the Lender or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or condemnation proceeding with respect to the Mortgaged Property without the written consent of the other.

SECTION 6.4. Due on Sale Provision; Acceleration. Subject to the Enforcement Limitation, the Lender may, at its option, require the immediate payment in full of the Installment Payments and all other sums secured by this Agreement upon the sale, transfer or conveyance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Lender's prior written consent. This provision shall apply whether such sale, transfer or conveyance is voluntary, involuntary, by operation of law or otherwise, and includes the grant to any leasehold or similar interest of any option to purchase, right of first refusal or similar interest. The provisions of this Section shall not apply to a casualty or condemnation involving all or part of the Mortgaged Property that is governed by this Article or a lease for all or part of the Mortgaged Property that is allowed pursuant to Section 8.2(b).

ARTICLE VII

COVENANTS OF THE COUNTY

SECTION 7.1. Installation of Additional Improvements. The County may at any time and from time to time, in the sole discretion of the County, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that does not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the County shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items. All such items provided by the County shall become part of the Mortgaged Property and be subject to the lien of the Deed of Trust.

SECTION 7.2. Access to the Mortgaged Property. The County agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours of the County upon the furnishing of reasonable notice to the County under the circumstances, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The County further agrees that the Lender and its agents and employees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the County to perform its obligations hereunder, provided that any such inspection shall be consistent with the law enforcement and public safety protocols of the County. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.

SECTION 7.3. Maintenance, Utilities, Taxes and Assessments. (a) Subject to the Enforcement Limitation, the County shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the County shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the County shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Mortgaged Property will not be materially endangered and that all or any portion of the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the County shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.4. Modification of the Mortgaged Property. The County shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law and that will not cause the interest component of the Installment Payments to be included in gross income for federal income tax purposes, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. The Mortgaged Property, as so modified, shall be subject to the lien of the Deed of Trust.

Except for Permitted Encumbrances, the County shall not permit any lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any additions, modifications or improvements made by the County pursuant to this Section; provided, however, that if any such lien is established, the County may, at its own expense and in its name, in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the County shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.5. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the County shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the County may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.6. Indemnification of the Lender and the Local Government Commission. To the fullest extent permitted by law, the County covenants to defend, indemnify and hold harmless the Lender and the LGC and their respective officers, directors, members, employees and agents (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Deed of Trust and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Deed of Trust. In particular, without limitation, the County shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or

default on the part of the County in the performance of any of its obligations under this Agreement or the Deed of Trust.

SECTION 7.7. Financial Statements. The County agrees that it will furnish the Lender, in such manner as the Lender may require or permit, when the same become available, but in no event later than 270 days after the end of the Fiscal Year, its annual audited financial statements. To the extent that audited financial statements are unavailable, the County shall deliver unaudited annual financial statements to the Lender in the manner described in this Section within such 270 day period and shall then provide the audited financial statements to the Lender promptly upon the availability thereof. The County also agrees to provide to the Lender upon its written request such other information relating to the County, the Project or the Mortgaged Property as the Lender may reasonably request (excluding any privileged or confidential information). Delivery of financial statements to the Lender may be made by electronic means. The electronic audited financial statements or link may be sent to the following email address (or such other address as the Lender supplies to the County in writing): PublicFinance@WebsterBank.com.

SECTION 7.8. Maintenance of Tax-Exempt Status. The County covenants to do and perform all acts and things permitted by law in order to assure that interest component of the Installment Payments which is excludable from the gross income of the Lender for federal income tax purposes on the date of this Agreement shall continue to be so excludable.

ARTICLE VIII

ASSIGNMENT AND LEASING

SECTION 8.1. Assignment by the Lender. The Lender may, at any time and from time to time, assign to any affiliate of Lender or to any bank, insurance company or similar financial institution or any other entity approved by the LGC all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to an affiliate of Lender, or to any bank, insurance company or similar financial institution or any other entity approved by the LGC. The County agrees that this Agreement may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign either the entire pool or any partial interest herein. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Agreement shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The County covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The County agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Agreement, the County shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.7.

After the giving of notice described above to the County, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Agreement will contain a statement to the effect that the County has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the County and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the County shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment and Leasing by the County. (a) This Agreement may not be assigned by the County.

(b) The County may lease all or any portion of the Project to the YMCA of Greater Spartanburg, a South Carolina nonprofit corporation, for operation as a community center, pursuant to a lease agreement to be negotiated between the County and said lessee, subject to each of the following conditions:

(i) the obligation of the County to make Installment Payments hereunder shall remain obligations of the County;

(ii) at least thirty (30) days prior to the execution and delivery of any such lease, the County shall furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Deed of Trust; and

(iv) prior to entering into the lease, the County and the Lender shall receive an opinion of counsel acceptable to the Lender to the effect that the lease by the County and the arrangements contemplated thereby (1) shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the County authorized under the provisions of the Constitution and laws of the State and (2) shall not cause the interest component of the Installment Payments to be includable in gross income of the Lender for federal income tax purposes or change the alternative minimum tax treatment of such interest component for federal tax purposes.

(c) In addition to the lease permitted by (b), the County may lease all or any portion of the Project, subject to each of the following conditions:

(i) the obligation of the County to make Installment Payments hereunder shall remain obligations of the County;

(ii) at least thirty (30) days prior to the execution and delivery of any such lease, the County shall furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Deed of Trust; and

(iv) the lease by the County shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the County authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Lender for federal income tax purposes or change the alternative minimum tax treatment of such interest component for federal tax purposes.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the County to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed under Article V with respect to maintenance of insurance for a period of ten (10) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Lender.

(d) Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the County within the applicable period and diligently pursued, the County shall have such additional sixty (60) day period of time to correct the failure so long as such correction is diligently pursued.

(e) The County becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the County) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fails to have such petition dismissed within sixty (60) consecutive days after the same is filed against the County.

(f) The occurrence of an "Event of Default" under the Deed of Trust as defined therein.

(g) The County shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the County as required by such bonds or notes or the documents providing for the issuance thereof.

(h) Any warranty, representation or statement made by the County herein or in the Deed of Trust or any other document executed and delivered by the County in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Deed of Trust, including sale of the Mortgaged Property, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the County should default under any of the provisions hereof and the Lender should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the County contained herein, the County agrees that it will pay on demand to the Lender, subject to the limitations and provisions of Section

6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. Optional Prepayment of Installment Payments. (a) Upon at least thirty (30) days' prior written notice to the Lender (unless otherwise waived by the Lender), which notice may be conditioned upon the receipt of funds by the County to make such prepayment on or prior to the prepayment date, the County may prepay, in whole or in part (which partial prepayment must be in accordance with the terms of subsection (b) of this Section), the outstanding principal component of the Installment Payments on any Installment Payment Date on or after November 1, 2031 at the following prepayment prices (expressed as a percentage of the principal component of the Installment Payments to be prepaid), plus accrued interest thereon to the prepayment date:

Prepayment Period (Inclusive)	Prepayment Price
November 1, 2031 to October 31, 2034	101%
November 1, 2034 and thereafter	100

(b) Any prepayment in part of the principal component of the Installment Payments, plus accrued interest thereon to the prepayment date, pursuant to this Section (i) shall not be less than $500,000 in principal amount, (ii) shall not be made more than once in any calendar year, (iii) shall be made on an Installment Payment Date and (iv) shall be applied in inverse order of the maturing principal components of the Installment Payments unless otherwise agreed to by the Lender. In the event of such a prepayment in part, the Lender shall provide the County with a new Installment Payment Schedule which reflects such prepayment which will replace the Installment Payment Schedule set forth in Exhibit A.

(c) Notwithstanding the provisions set forth in subsection (a) of this Section, upon damage, destruction or taking by eminent domain of the Mortgaged Property and if the County elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property as provided in Section 6.2, upon at least 30 days' prior written notice to the Lender (unless otherwise waived by the Lender), the County may prepay in whole the outstanding principal component of the Installment Payments on any date at a prepayment price equal to the applicable prepayment price shown in subsection (a) of this Section (except if the prepayment date occurs on a date for which no prepayment price is shown, the prepayment price shall be 101% of the principal component of the Installment Payments to be prepaid), plus accrued interest thereon to the prepayment date.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the County:

County of Polk, North Carolina
P.O. Box 308
Columbus, North Carolina 28722
Attention: Finance Director

If to the Lender:

Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A.
200 Elm Street
Stamford, Connecticut 06901
Attention: Public Sector Finance
Email: publicfinance@websterbank.com

The County and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the County and the Lender and their respective successors and assigns. Whenever in this Agreement either the County or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the County or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3. Further Instruments. Upon the Lender's request, the County shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by the Lender to carry out more effectively the purposes of this Agreement, the Deed of Trust or any other document related to the transactions contemplated hereby, and subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

SECTION 11.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.5. Execution in Counterparts; Electronic Transactions. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In addition, the parties agree that

the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

SECTION 11.6. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Lender. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.7. Role of Lender. The County acknowledges and agrees that: (i) this Agreement is an arm's length commercial transaction between the County and the Lender in which the Lender is acting solely as a principal to make a loan to the County, and not as a municipal advisor, financial advisor or fiduciary to the County or any other person or entity regardless of whether the Lender or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated by this Agreement, and the discussions, undertakings and procedures leading to this Agreement (irrespective of whether the Lender or its affiliates have provided other services or are currently providing other services to the County on other matters); (iii) the only obligations the Lender has to the County with respect to the transaction contemplated by this Agreement are expressly set forth herein or the relating financing documents; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

SECTION 11.7 E-Verify. To the extent applicable in connection with this Agreement, the Lender will comply with the "E-Verify" requirements of Sections 64-25(5) and 64-26(a) of the General Statutes of North Carolina, as amended, including with respect to any subcontractors the Lender may use in connection with this Agreement, if any. The Lender hereby represents that, as of the effective date of this Agreement, it has determined that it is not an "employer" within the meaning of Section 64-25(4) of the General Statutes of North Carolina, as amended, as it does not employ 25 or more employees in the State.

SECTION 11.8. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

(signatures to follow)

IN WITNESS WHEREOF, the County and the Lender have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

COUNTY OF POLK, NORTH CAROLINA

[SEAL]

By:_____
Name:
Title: County Manager

Attest:

_____
Clerk

WEBSTER PUBLIC FINANCE CORPORATION,
a subsidiary of Santander Bank, N.A.

By:_____

Name:
Title: Senior Vice President

[Signature page to the Installment Financing Agreement, dated as of November 24, 2026, between the County of Polk, North Carolina and Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A.]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing Installment Financing Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____

Secretary, Local Government Commission
of North Carolina

EXHIBIT A

INSTALLMENT PAYMENT SCHEDULE

Principal Amount: $11,811,000
Interest Rate: 5.185% (calculated on a 30/360 basis)

Installment Payment Date	Principal	Interest	Total
July 1, 2027	$0	$369,141.32	$369,141.32
January 1, 2028	591,000	306,200.18	897,200.18
July 1, 2028	0	290,878.50	290,878.50
January 1, 2029	591,000	290,878.50	881,878.50
July 1, 2029	0	275,556.83	275,556.83
January 1, 2030	591,000	275,556.83	866,556.83
July 1, 2030	0	260,235.15	260,235.15
January 1, 2031	591,000	260,235.15	851,235.15
July 1, 2031	0	244,913.48	244,913.48
January 1, 2032	591,000	244,913.48	835,913.48
July 1, 2032	0	229,591.80	229,591.80
January 1, 2033	591,000	229,591.80	820,591.80
July 1, 2033	0	214,270.13	214,270.13
January 1, 2034	591,000	214,270.13	805,270.13
July 1, 2034	0	198,948.45	198,948.45
January 1, 2035	591,000	198,948.45	789,948.45
July 1, 2035	0	183,626.78	183,626.78
January 1, 2036	591,000	183,626.78	774,626.78
July 1, 2036	0	168,305.10	168,305.10
January 1, 2037	591,000	168,305.10	759,305.10
July 1, 2037	0	152,983.43	152,983.43
January 1, 2038	591,000	152,983.43	743,983.43
July 1, 2038	0	137,661.75	137,661.75
January 1, 2039	590,000	137,661.75	727,661.75
July 1, 2039	0	122,366.00	122,366.00
January 1, 2040	590,000	122,366.00	712,366.00
July 1, 2040	0	107,070.25	107,070.25
January 1, 2041	590,000	107,070.25	697,070.25
July 1, 2041	0	91,774.50	91,774.50
January 1, 2042	590,000	91,774.50	681,774.50
July 1, 2042	0	76,478.75	76,478.75
January 1, 2043	590,000	76,478.75	666,478.75
July 1, 2043	0	61,183.00	61,183.00
January 1, 2044	590,000	61,183.00	651,183.00
July 1, 2044	0	45,887.25	45,887.25
January 1, 2045	590,000	45,887.25	635,887.25
July 1, 2045	0	30,591.50	30,591.50
January 1, 2046	590,000	30,591.50	620,591.50
July 1, 2046	0	15,295.75	15,295.75
January 1, 2047	590,000	15,295.75	605,295.75

EXHIBIT B

[Form of Requisition]

Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A.
200 Elm Street
Stamford, Connecticut 06901
Attention: Public Sector Finance
Email: PublicFinance@WebsterBank.com; mcargo@websterbank.com

Re: Disbursement from the Project Fund pursuant to Section 3.4 of the Installment Financing Agreement, dated as of November 24, 2026 (the "Agreement"), between the County of Polk, North Carolina (the "County") and Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A. (the "Lender").

REQUISITION NO. _____

DATED: _____

In accordance with Section 3.4 of the Agreement, the County hereby requests approval from the Lender to disburse from the Project Fund the sum of $_____, payable to the persons and in the amounts and at the addresses set forth in **Attachment 1** hereto, said sums being the amounts due for or attributable to the purposes described in said **Attachment 1**.

The County further certifies as follows:

1. This [Project cost/Closing Cost] has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements and such amounts requested have been paid by the County, or are justly due to said persons for the costs of entering into the Agreement or to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on **Attachment 1** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and equipping of the Project. All such materials, equipment or furnishings have been delivered to, and are located on, the Site.

2. Sufficiency of Remaining Moneys. The amount remaining in the Project Fund, together with interest earnings thereon and other available funds, will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Project costs and Closing Costs for the Project as presently estimated in accordance with the related construction contract and plans and specifications.

3. This written requisition contains no request for payment on account of any retained percentage which the County is on the date hereof entitled to retain.

4. There has not been filed with or served upon the County any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive

payment of the amounts requested which has not been released or will not be released simultaneously with the payment of such obligation.

5. If this written requisition is for reimbursement, the County has paid an invoice prior to the date of the commencement of the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with any other evidence required by the Lender prior to the Lender's approval hereof that the County has satisfied the requirements for reimbursement set forth in Treasury Reg. 1.150.2, is hereby attached. The Lender's approval hereof shall evidence that the County has delivered to the Lender such required documentation.

6. Attached hereto are invoices or other evidence of payments due supporting the Project costs or Closing Costs being requisitioned as set forth above (including but not limited to, construction invoices, any applicable AIA Document G-702 Application and Certificate for Payment, lien waivers, inspection reports, architect certificates, itemization of present and prospective expenditures and a list of items necessary for completion).

All capitalized terms in this written requisition shall have the meanings ascribed to them in the Agreement.

Very truly yours,

_____

Title:_____

Approved for Payment:

Webster Public Finance Corporation,
a subsidiary of Santander Bank, N.A.

_____

Title: _____

ATTACHMENT 1 TO
FORM OF REQUISITION

LIST OF PAYMENTS

PAYEE	PAYMENT INSTRUCTIONS	AMOUNT	PURPOSE	IF FOR REIMBURSEMENT, DATE OF ORIGINAL PAYMENT BY TOWN TO VENDOR

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 11.A

Appearance Commission - There are two vacancies and two applicants; Lacie Larsen, and Zia (Enid) Terhune.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 11.B

Town of Tryon Planning Board (*Town seats are appointed by the Town Council; ETJ seats are appointed by the County Commissioners.*) — There are two vacancies and two applicants; Alan Casavant, and Tim Daniels.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 13.A

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

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

November 16, 2026

AGENDA ITEM # 13.B

Motion to return to open session.

ATTACHMENTS

None