1. **Public Hearing on the proposed Zoning Text Amendment.**
   A. Call to Order the Public Hearing - Chairman Melton. The purpose of the public hearing is to take public comment on the proposed Zoning Ordinance Text Amendment. The public hearing was properly advertised in the Tryon Daily Bulletin. Cathy Ruth, Planner.
   B. Citizen Comments.
   C. Commissioner Comments.
   D. Adjourn the first Public Hearing.

2. **Public Hearing on the proposed new road name.**
   A. Call to Order the Public Hearing - Chairman Melton. The purpose of the public hearing is to take public comment on the proposed new road name, Horse Bit Trail. The public hearing was properly advertised in the Tryon Daily Bulletin.
   B. Citizen Comments.
   C. Commissioner Comments.
   D. Adjourn the second Public Hearing.

3. **Call to Order the Regular Meeting - Chairman Melton.**

4. **Invocation - Commissioner Moore.**

5. **Pledge of Allegiance - Commissioner Yoder.**

6. **Approval of Agenda**
   A. Items may be added or removed at this time.
   **Motion to approve the agenda.**

7. **Consent Agenda - Motion to approve the Consent Agenda.**
   A. Approval of June 20, 2022 Regular Meeting Minutes.
   B. Sheriff Department Monthly Activity Report for May and June 2022.
   C. Schedule a public hearing for proposed new road names to be considered on Monday, August 1, 2022 at 5:00 pm in the R. Jay Foster Hall of Justice.
   D. Release uncollectable vehicle taxes of deceased persons in the amount of $758.93.
E. Tax refund requests through June 30, 2022 in the amount of $992.61
F. FY 2023 NCDOT Grant Certs & Assurances (app. approved 9/20/2021).
G. Declare IT equipment as surplus to be sold electronically through Govdeals.
   
   **Motion to approve the Consent Agenda.**

8. **Citizen Comments on Agenda Items.**

9. **Meals on Wheels Program Discussion - Josh Kennedy, HHSA Director and Dee O'Brien-Vice-Chairman Beiler requested this item be added to the agenda.**

10. **Laughter Pond Forebay Project Contract Award - Warren Eadus and Joel Lenk, Quible and Associates, P.C.**
    
    **Motion to award the contract.**
    **Motion to amend the Project Budget Ordinance.**

11. **Polk County Lifesaver Awards - Sheriff Tim Wright. Recipients are Deputy Austin Coggins, Lt. Tim Davis, and Sgt. Justin McDaniel.**

12. **Request from Fire Chiefs Association for LUCAS Chest Compression Systems - Bobby Arledge, Emergency Management Director and Fire Marshall.**
    
    **Motion to appropriate $146,759 from fund balance for the purchase of ten LUCAS Devices and to approve the purchase order from the state contracted vendor, Stryker Medical.**

13. **New Polk County Road Name - Horse Bit Trail (off Manus Chapel Road in Green Creek Township) - Chairman Melton.**
    
    **Motion to approve Horse Bit Trail as a new road name in Polk County.**

14. **Zoning Ordinance Text Amendment to update the definition of Schools and to include the use in the Neighborhood Commercial (NC) Zoning District - Cathy Ruth, County Planner.**
    
    **Motion to approve the Zoning Ordinance Text Amendment to update the definition of Schools and to include the use in the NC Zoning District.**

15. **Designation of a voting delegate and alternate for the Annual Business Session on August 13, 2022, at 2:00 p.m to be held during the 115th Annual Conference of the North Carolina Association of County Commissioners in Cabarrus County.**
    
    **Motion to appoint voting and alternate delegates.**

16. **Volunteer Board Application(s)**
    
    
    **Motion to approve the applicants as presented.**

17. **Citizen Comments on Non-Agenda Items.**

18. **Chairman and Commissioner Comments.**

19. **Adjournment**
Polk County
Zoning Ordinance
Adopted 10/16/17; Amended 12/18/17; 4/16/18; 2/4/19; 10/7/19; 6/21/2021
DRAFT 6/9/2022 PB to BOC 6/20/2022
P = Permitted
P* = Permitted with conditions
S = Allowed as a Special Use
Blank Space = Not Permitted

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To: Polk County Board of Commissioners

From: Planning Board and Staff

Date: June 9, 2022

Re: Polk County Zoning Ordinance Text Amendment

Project History & Analysis

Zoning Ordinance text amendment was requested on May 25, 2022 by a citizen to update the definition of Schools: Vocational Schools, Business Schools, and Special Schools, and include the use in the Neighborhood Commercial Zoning District.

Proposed Amendments

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

School; Vocational Schools, Business Schools, and Special Schools. Land, buildings, and facilities that do not offer a complete educational curriculum. and that are operated by publicly or privately elected or appointed school officials in which the education program and activities are under the control of these officials and which is supported primarily by public or private funds.

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

| EV | E | GPF | RE1 | RE2 | RE5 | AR | R | MR | NC | HC | I | MI | FF | AR5 |
|----|---|-----|-----|-----|-----|----|---|---|----|----|----|---|----|----|-----|
|    |   |     |     |     |     |    |   |   |    |    |    |   |    |    |      |

Schools; vocational schools, business schools, & special school:

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Page 5 of 97
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. I.40 Encourage commercial development to locate in clusters/nodes, special use districts, intended growth and controlled growth land use categories.
b. P.65 Polk County supports development of new businesses, which will create new products, new processes, and new business models.
c. P.65 Polk County considers local entrepreneurship to be crucial to a stable local economy.

Recommendation

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

Votes:
Aye - 5
Nay - 0
Abstain - 0

[Signature]
Planning Board Chair
POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: B.
June 20th 2022

Proposed road name to be adopted:

**Horse Bit Trail  (Private Road-off of Manus Chapel Rd)**

**Township: Green Creek**
New Road/Driveway Request

List 3 desired choices with reason for each name: (Example: Family name, Favorite Destination)

Note: All 3 choices must be different names, NOT separate suffixes such as Cove, Trail, Way, Lane

1. Stirrup Lane

2. Saddle Tramp Way

3. Horse-Bit Trail

All neighbors MUST sign in agreeance with the choices listed above.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date</th>
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<tr>
<td>William McCraw</td>
<td>102 Rockwood Dr</td>
<td>01/122</td>
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<tr>
<td></td>
<td>Hendersonville, NC</td>
<td>28792</td>
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4. [Blank]

Note: Road names are NOT guaranteed until approved by the Board of Commissioners.

Ordinance Regulating Addressing and Road naming or Re-naming in Polk County, North Carolina upon request.

The below signature does hereby attest that the information in this document is true and correct to the best of their knowledge.

X [Signature]

State of North Carolina County of Polk

The foregoing instrument was acknowledged before me this ______ day of _________, 2022

Notary printed name: Patricia S. Bredtay Notary Signature

My Commission Expires: 12-26-2023
Parcels
P103-12 20.67
P103-13 21.42

Deed Book/Page
13 → 429/1021
12 → 425/1090

480 County Rural
Dist., Code 6

Minor Subdivision

Survey Ty Cartrell

https://mail.google.com/mail/u/0/?inbox?projector=1
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

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PRESENT: Chairman Melton, Vice-Chairman Beiler, Commissioner Moore, Commissioner Overholt, and Commissioner Yoder. Also in attendance were County Manager Pittman, County Attorney Berg, Clerk to the Board Tipton, media, and citizens.

1. Call to Order - Chairman Melton

2. Invocation - Chairman Melton

3. Pledge of Allegiance - Commissioner Moore

4. Approval of Agenda
   A. Items may be added or removed at this time.
   
   Vice-Chair Beiler requested removing Item 11, the Meals on Wheels Program to be discussed at a later date. Commissioner Moore moved to approve the agenda as amended, seconded by Commissioner Overholt and the motion carried unanimously.

5. Consent Agenda - Motion to approve the Consent Agenda
   
   A. Approval of June 6, 2022 Budget Work Session, Public Hearing, and Regular Meeting Minutes.
   
   B. July 2022 - December 2022 Board of Commissioners’ Regular Meeting Schedule and Resolution.
   
   C. Tax refund requests through June 14, 2022 in the amount of $1,536.62
   
   D. Budget Amendment in the amount of $257,950 to finalize dredging of Lake Adger grant funded project from NC DEQ which required no County funding or match.
   
   E. Budget Amendment in the amount of $30,386 to transfer funding for approved over-time pay for 911 Communications.
   
   F. Polk County EMS cancellation of uncollectible deceased patients debt in the amount of $77,124.68 from Fiscal Years 2012 through 2021.
   
   G. Schedule a public hearing for proposed new road name to be considered
on Monday, July 18, 2022 at 5:00 pm in the R. Jay Foster Hall of Justice.

Commissioner Yoder moved to approve the Consent Agenda, seconded by Commissioner Overholt and the motion carried unanimously.

6. Citizen Comments on Agenda Items.
There were none.

7. Polk County Budget Ordinance for the Fiscal Year 2022/23 – Budget work sessions were held on May 16, 2022, and June 6, 2022. The budget public hearing was held on June 6, 2022.

Vice-Chairman Beiler moved to adopt the tax levy and the Polk County Budget Ordinance for the Fiscal Year 2022/23, seconded by Commissioner Moore and the motion carried unanimously.

8. Isothermal Community College Updates - Margaret H. Annunziata, Ed. D. President, Isothermal Community College

President Margaret Annunziata gave a presentation to the Board regarding the economic impact of Isothermal Community College, a copy of which is hereby incorporated by reference into these minutes.

9. North Carolina Department of Transportation (NCDOT), Future Hwy 9 Project - Andrew Buchanan, Asst. Division Proposal Engineer NCDOT

Andrew Buchanan, NCDOT Engineer presented the proposed plans for a future project beginning in the fall of 2024 to widen NC 9 South between Hwy 108 E and Hwy 74. The plans include the addition of turning lanes for Polk Central Elementary School and the replacement of seven pipe crossings. He said preparations will begin this July with survey teams flagging the right of way. He gave a presentation discussing road closures and detour options, a copy of which is hereby incorporated by reference into these minutes. It was the consensus of the Board for NCDOT to host another community meeting to bring this information to the attention of the public for a second time since the last meeting was held in 2019, to allow for public input on the project.

10. Schedule a public hearing for proposed Zoning Ordinance text amendment on Monday, July 18, 2022 at 5:00 pm in the R. Jay Foster Hall of Justice - Hannah Lynch, Zoning Administrator

Hannah Lynch, Zoning Administrator stated that a citizen had requested a Zoning Ordinance text amendment to update the definition of Schools: Vocational Schools, Business Schools, and Special Schools, and to include the use in the Neighborhood Commercial Zoning District. She said the Polk County Planning Board found the request is consistent with the Polk County 20/20 Vision Comprehensive Plan and recommends the change. Mrs. Lynch requested a Public Hearing for the Zoning Ordinance text amendment be scheduled for Monday, July 18th @ 5:00 pm prior to the BOC Regular Meeting and following the New Road Name Public Hearing on the same date.
Commissioner Moore moved to approve scheduling the Public Hearing as requested, seconded by Vice-Chairman Beiler and the motion carried unanimously.

11. Meals on Wheels Program Discussion - Josh Kennedy, HHSA Director - Vice-Chairman Beiler requested this item be added to the agenda.

This item was removed from the agenda.

12. Proclamation to declare July 2022 as Parks and Recreation Month - Mickey Edwards, Parks, Recreation and Maintenance Director.

Mr. Edwards, PRM Director gave a brief overview of the Polk County Parks and Recreation programs and facilities and the impact they have on the citizens of Polk County. He requested designating July 2022 as Parks and Recreation Month. Chairman Melton read the proclamation.

Commissioner Overholt moved to declare July 2022 as Parks and Recreation Month, seconded by Vice-Chairman Beiler and the motion carried unanimously.

13. Recreational Trail Program (RTP) Grant acceptance from the NC Department of Natural and Cultural Resources (The complete grant contract is available for review in the County Manager's office.) - Mickey Edwards, Parks, Recreation and Maintenance Director.

Mickey Edwards, PMR Director reported the Recreation Department received a Recreational Trail Program Grant in the amount of $99,999.76 which will provide funding to create 2.5 miles of mountain biking trails at the Little White Oak Mountain Trails. He said that the $25,000 required grant match will be funded by a $20,000 grant received from the Polk County Community Foundation and $5,000 from the Parks and Recreation donations account.

Commissioner Moore moved to accept the award and approve the amended Little White Oak Mountain Grant Project Budget Ordinance, seconded by Commissioner Yoder and the motion carried unanimously.

14. Consulting and Professional Services for the Streamflow Rehabilitation Assessment Program (StRAP) Grant - Kelly Gay, Director Soil and Water

Kelly Gay, Director of Soil and Water requested approval for Quible to provide consulting and professional services for the Streamflow Rehabilitation Assessment Program (StRAP). She said the proposal will be funded as part of the project they approved at the June 6, 2020 meeting.

Vice-Chairman Beiler moved to approve Quible for consulting and professional services during STRAP, seconded by Commissioner Overholt and the motion carried unanimously.

15. Capital Improvement Project in the amount of $45,000 payable to the Town of Columbus for shared portion of paving Courthouse Street and Owens Street -
Manager Pittman.

Manager Pittman said the Town of Columbus requested the county's participation in their paving project for Owens, Courthouse, and Ward Streets. He said Owens and Courthouse Streets are used extensively by County employees, and the requested County funding is $45,000.

Commissioner Moore moved to approve the Capital Improvement Project in the amount of $45,000, seconded by Vice-Chairman Beiler and the motion carried unanimously.

16. **Budget Amendments - Sandra Hughes, Finance Director will present any budget amendments, that may need approval for FY 2021-2022.**

Sandra Hughes, Finance Director requested approval to create a Special Revenue Fund for the Opioid Settlement proceeds received. She said the funds are required to be kept in a separate special revenue fund and the budget for the revenue and expenditure are also within the new fund. She said the County received its first check in the amount of $65,851.

Commissioner Overholt moved to approve the Special Revenue Fund, seconded by Commissioner Moore and the motion carried unanimously.

17. **Volunteer Board Application(s)**

A. The following applications were received for consideration to serve on a Polk County Volunteer Board: Appearance Commission - Debra Torrence, Board of Adjustment - Halcott Green, Alexander Hagerty, Jr., Chris Jones, and Frank Monterisi. Fire and Rescue Advisory Committee (FRAC) - Cynthia Fowler, Harmon Field Board of Supervisors - Rick Covil. ICC Board of Trustees - Bill Miller.

Commissioner Overholt moved to approve the applicants as presented, seconded by Commissioner Moore and the motion carried unanimously.

18. **Citizen Comments on Non-Agenda Items.**

There were three citizen comments on Non-Agenda Items.

19. **Chairman and Commissioner Comments**

The Commissioners thanked the presenters and the public for attending the meeting.

20. **Closed Session**

A. Commissioner Overholt moved to go into closed session for the purpose of attorney client privilege, seconded by Commissioner Yoder and the motion carried unanimously.

B. Commissioner Overholt moved to return to open session, seconded by Vice-Chairman Beiler and the motion carried unanimously.
21. **Adjournment**

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

Attest: POLK COUNTY BOARD OF COMMISSIONERS

__________________________  ____________________________
Kristy A. Tipton            Tommy W. Melton
Clerk to the Board          Chairman
POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: B.

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## Monthly Activity Report - May 2022

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<thead>
<tr>
<th>CALLS FOR SERVICE</th>
<th></th>
<th>CALLS FOR SERVICE</th>
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<tbody>
<tr>
<td>Alarms (Residential/Commercial)</td>
<td>31</td>
<td>Involuntary Commitment/MentalSubject</td>
<td>4</td>
</tr>
<tr>
<td>Animal Control/Livestock</td>
<td>130</td>
<td>Juvenile Complaint</td>
<td>5</td>
</tr>
<tr>
<td>Armed Person</td>
<td>2</td>
<td>Larceny Report/Shoplifting</td>
<td>12</td>
</tr>
<tr>
<td>Assault/Abuse</td>
<td>6</td>
<td>Missing Person Report</td>
<td>4</td>
</tr>
<tr>
<td>Assist FD/EMS/Rescue</td>
<td>18</td>
<td>911 Follow Up/Hang up</td>
<td>44</td>
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<tr>
<td>Assist Law Enforcement Agency</td>
<td>37</td>
<td>Noise Complaint</td>
<td>7</td>
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<tr>
<td>Assist Motorist/Public</td>
<td>28</td>
<td>Property Damage</td>
<td>4</td>
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<tr>
<td>Assist Other/Outside Agency</td>
<td>3</td>
<td>Property (Recovered/Found/Abandoned)</td>
<td>1</td>
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<tr>
<td>Breaking &amp; Entering</td>
<td>8</td>
<td>Shots Fired (Report/Complaint)</td>
<td>5</td>
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<tr>
<td>Citizen Contact/Call by Phone</td>
<td>41</td>
<td>Special Activity/Event</td>
<td>4</td>
</tr>
<tr>
<td>Civil Related/Custody Dispute</td>
<td>21</td>
<td>Stolen Vehicle</td>
<td>2</td>
</tr>
<tr>
<td>Communicating Threats</td>
<td>8</td>
<td>Suicide (Threat/Attempt/Report)</td>
<td>3</td>
</tr>
<tr>
<td>D.O.A.</td>
<td>2</td>
<td>Suspicious Activity</td>
<td>7</td>
</tr>
<tr>
<td>Disturbance/Dispute/Fight</td>
<td>25</td>
<td>Suspicious Person/Prowler</td>
<td>28</td>
</tr>
<tr>
<td>Domestic Related</td>
<td>21</td>
<td>Suspicious Vehicle</td>
<td>48</td>
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<tr>
<td>Drug Related</td>
<td>5</td>
<td>Traffic Control/C&amp;R Driver</td>
<td>31</td>
</tr>
<tr>
<td>Escort (Funeral/Public)</td>
<td>2</td>
<td>Trespassing</td>
<td>16</td>
</tr>
<tr>
<td>Follow-Up Invest./Supplemental</td>
<td>25</td>
<td>Vandalism</td>
<td>2</td>
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<tr>
<td>Fraud/Forgery Report</td>
<td>5</td>
<td>Vehicle Pursuit</td>
<td>3</td>
</tr>
<tr>
<td>Harassment/Stalking</td>
<td>3</td>
<td>Warrant/Process Service/Search Warrant</td>
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<tr>
<td>Intoxicated Person</td>
<td>3</td>
<td>Welfare Check</td>
<td>34</td>
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### CIVIL

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Summons &amp; Complaint</td>
<td>10</td>
</tr>
<tr>
<td>Domestic Protection Order</td>
<td>3</td>
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<tr>
<td>Order to Appear &amp; Show Cause</td>
<td>1</td>
</tr>
<tr>
<td>Order to Appear/Show Cause-Child Support</td>
<td>3</td>
</tr>
<tr>
<td>Other</td>
<td>16</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>33</strong></td>
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### SECURITY CHECKS

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<tr>
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<td>Residence</td>
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</tr>
<tr>
<td>Business</td>
<td>413</td>
</tr>
<tr>
<td>Church</td>
<td>145</td>
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<tr>
<td>School</td>
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<td><strong>TOTAL</strong></td>
<td><strong>794</strong></td>
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### ARRESTS

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misdemeanor</td>
<td>28</td>
</tr>
<tr>
<td>Felony</td>
<td>27</td>
</tr>
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### ANIMAL CONTROL

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Picked up *see notes below</td>
<td>29</td>
</tr>
<tr>
<td>Bite Report</td>
<td>14</td>
</tr>
<tr>
<td>* 20 Cats, 7 Dogs, 1 Fox, 1 Bat</td>
<td></td>
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### LOBBY

<table>
<thead>
<tr>
<th>Service</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Fingerprinting</td>
<td>55</td>
</tr>
<tr>
<td>Telephone Calls</td>
<td>467</td>
</tr>
<tr>
<td>In Person</td>
<td>926</td>
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### DETENTION CENTER

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Inmates Admitted</td>
<td>89</td>
</tr>
<tr>
<td>Weapons Seized</td>
<td>4</td>
</tr>
<tr>
<td>Traffic Stops</td>
<td>172</td>
</tr>
<tr>
<td>Citations Issued</td>
<td>17</td>
</tr>
<tr>
<td>Charges by Citation</td>
<td>19</td>
</tr>
<tr>
<td>Checkpoint</td>
<td>2</td>
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</table>
TRAINING

Detention Center: Sgt. Hill and Officer Damato received their Intermediate Detention Officer Certification.
# Monthly Activity Report - June 2022

## Calls for Service

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
<th>Description</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Alarms (Residential/Commercial)</td>
<td>24</td>
<td>Involuntary Commitment/Mental Subject</td>
<td>12</td>
</tr>
<tr>
<td>Animal Control/Livestock</td>
<td>87</td>
<td>Juvenile Complaint</td>
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<tr>
<td>Armed Person</td>
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<td>Larceny Report/Shoplifting</td>
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<tr>
<td>Assault/Abuse</td>
<td>1</td>
<td>Missing Person Report</td>
<td>3</td>
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<tr>
<td>Assist FD/EMS/Rescue</td>
<td>20</td>
<td>911 Follow Up/Hang up</td>
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<tr>
<td>Assist Law Enforcement Agency</td>
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<td>Noise Complaint</td>
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</tr>
<tr>
<td>Assist Motorist/Public</td>
<td>44</td>
<td>Property Complaint</td>
<td>3</td>
</tr>
<tr>
<td>Breaking &amp; Entering</td>
<td>4</td>
<td>Property (Recovered/Found/Abandoned)</td>
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<tr>
<td>Citizen Contact/Call by Phone</td>
<td>35</td>
<td>Shots Fired (Report/Complaint)</td>
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<tr>
<td>Civil Related/Custody Dispute</td>
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<td>Special Activity/Event</td>
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<tr>
<td>Communicating Threats</td>
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<td>Stolen Vehicle</td>
<td>2</td>
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<tr>
<td>Disturbance/Dispute/Fight</td>
<td>21</td>
<td>Suicide (Threat/Attempt/Report)</td>
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<tr>
<td>Domestic Related</td>
<td>15</td>
<td>Suspicious Activity</td>
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<tr>
<td>Drug Related</td>
<td>3</td>
<td>Suspicious Person/Prowler</td>
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<tr>
<td>Escort (Funeral/Public)</td>
<td>1</td>
<td>Suspicious Vehicle</td>
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<td>Follow-Up Invest./Supplemental</td>
<td>53</td>
<td>Traffic Control/C&amp;R Driver</td>
<td>23</td>
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<tr>
<td>Fraud/Forgery Report</td>
<td>5</td>
<td>Trespassing</td>
<td>8</td>
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<tr>
<td>Harassment/Stalking</td>
<td>6</td>
<td>Vehicle Pursuit</td>
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<td>Intoxicated Person</td>
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<td>Warrant/Process Service/Search Warrant</td>
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<td>Indecent Exposure</td>
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<td>Welfare Check</td>
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<tr>
<td>CIVIL</td>
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<tr>
<td>---------------------------</td>
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</tr>
<tr>
<td>Civil Summons &amp; Complaint</td>
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</tr>
<tr>
<td>Domestic Protection Order</td>
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<tr>
<td>Order to Appear &amp; Show Cause</td>
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<td></td>
<td></td>
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<tr>
<td>Order to Appear/Show Cause-Child Support</td>
<td>8</td>
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<tr>
<td>Other</td>
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<td></td>
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<td><strong>TOTAL</strong></td>
<td><strong>42</strong></td>
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<table>
<thead>
<tr>
<th>ANIMAL CONTROL</th>
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</thead>
<tbody>
<tr>
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<td>37</td>
<td></td>
</tr>
<tr>
<td>Bite Report</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>*21 Dogs, 13 Cats, 2 Bats, 1 Fox</td>
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<table>
<thead>
<tr>
<th>LOBBY</th>
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<tbody>
<tr>
<td>Fingerprinting</td>
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<td>Telephone Calls</td>
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<tr>
<td>In Person</td>
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<table>
<thead>
<tr>
<th>DETENTION CENTER</th>
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<tbody>
<tr>
<td>Inmates Admitted</td>
<td>77</td>
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</table>

<table>
<thead>
<tr>
<th>ARRESTS</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Misdemeanor</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Felony</td>
<td>16</td>
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</table>

<table>
<thead>
<tr>
<th>DETENTION CENTER</th>
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</thead>
<tbody>
<tr>
<td>Weapons Seized</td>
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<td></td>
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<tr>
<td>Traffic Stops</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Checkpoint</td>
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</tr>
</tbody>
</table>
COMMUNITY OUTREACH

Over 60 children attended the 2022 #IAmSomebody Camp hosted by the Sheriff's Office and Brittany Staley.
August 1st, 2022

Proposed road name to be adopted:

Songbird Lane (Off Old Hwy 19 (SR1514)) Township: Tryon

Piney Ridge Lane (Private Road- Off of Piney Gate Rd) Township: Saluda

Tar Heel Lane (Private Rd- off of SR 1340 (Green Creek Dr.)) Township: Green Creek
## AGENDA ITEM

**July 18, 2022 Regular Meeting**

**Agenda Item#:** D.

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Release of Taxes</td>
<td>Cover Memo</td>
<td>6/28/2022</td>
</tr>
</tbody>
</table>
Memorandum

To: Polk County Board of Commissioners
From: Melissa O’Loughlin, Polk County Tax Administrator
Date: 6/28/2022
Re: Request Release of Taxes

Attached is a list of motor vehicles of deceased person. These are uncollectable. N.C.G.S. 105-373 (4)(h)

Amount to release $758.93
## Deceased Vehicle Bills

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>VIVIAN BRYANT</td>
<td>$25.21</td>
</tr>
<tr>
<td>DEMETRA CANTRELL</td>
<td>$7.34</td>
</tr>
<tr>
<td>SANDRA CHASE</td>
<td>$96.81</td>
</tr>
<tr>
<td>LEONARD GOSNELL</td>
<td>$110.73</td>
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<tr>
<td>ANTHONY HAMILTON</td>
<td>$138.71</td>
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<tr>
<td>ANTHONY HAMILTON</td>
<td>$185.53</td>
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<tr>
<td>MICHAEL HENDERSON</td>
<td>$34.00</td>
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<tr>
<td>BRIAN HUBBARD</td>
<td>$65.38</td>
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<tr>
<td>CALVIN RICKMAN</td>
<td>$42.85</td>
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<tr>
<td>CALVIN RICKMAN</td>
<td>$49.00</td>
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<tr>
<td>RODERICK WILKINS</td>
<td>$3.37</td>
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**Total** $758.93
**POLK COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

July 18, 2022 Regular Meeting

**Agenda Item#: E.**

**ATTACHMENTS:**

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<thead>
<tr>
<th>Description</th>
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<tr>
<td>Tax Refund Request</td>
<td>Cover Memo</td>
<td>7/1/2022</td>
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</table>
Memorandum

To: Polk County Board of Commissioners
From: Melissa O'Loughlin, Polk County Tax Administrator
Date: 6/30/2022
Re: Refund Request

<table>
<thead>
<tr>
<th>Taxpayer</th>
<th>Parcel</th>
<th>Amount</th>
<th>Reason</th>
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<tr>
<td>Dusenbury Vernon L III</td>
<td>P59-141</td>
<td>$883.15</td>
<td>Value Correction/Double Billed</td>
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<td>Levi Kerry Allen</td>
<td>Vehicle</td>
<td>$109.46</td>
<td>Tag Surrender</td>
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**TOTAL:** $992.61
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: F.

ATTACHMENTS:

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<tr>
<td>NCDOT Grant Certs and Assurances</td>
<td>Cover Memo</td>
<td>7/12/2022</td>
</tr>
</tbody>
</table>
Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA’s accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

**CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

All applicants must make the certifications in this category.

1.1. **Standard Assurances.**

The certifications in this subcategory appear as part of the applicant’s registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget’s standard form 424B “Assurances—Non-Construction Programs”. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;


3. Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.


5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

6. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

11. the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and


(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded
animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.


(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

1. Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procuring a commercial sex act during the period of time that the award is in effect; or
3. Using forced labor in the performance of the award or subawards under the award.


This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:


(b) Federal laws, regulations, and requirements applicable to FTA procurements; and

(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116-260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.
If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

**CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*
Certifications and Assurances

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.


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

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

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

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

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

4.2. Statement for Loan Guarantees and Loan Insurance.

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

**5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA’s charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

**5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA’s school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

(1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

(2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

**CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

7.1. **Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. **Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will
receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and


CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act’s Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula
Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient’s plan to address the impact of the transition to zero emission vehicles on the applicant’s current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5319), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:
(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).
Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

**CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

**CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and

(b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and

(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework and https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).
CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public
Transportation on Indian Reservations Formula or Discretionary Program authorized under
49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant
must select the Certifications in Category 21, except as FTA determines otherwise in writing.
Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications
and Assurances Required of Every Applicant) and need not make any other certification, to meet
Tribal Transit Program certification requirements. If an applicant will apply for any program in
addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with
Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant
certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award,
including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and
facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in
accordance with its transit asset management plan and consistent with FTA regulations,
"Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum
feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations,
   "Uniform Administrative Requirements, Cost Principles, and Audit Requirements
   for Federal Awards," 2 CFR Part 1201, which incorporates by reference
   U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost
   Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for
   Awards made on or after December 26, 2014,

   (2) It will have a procurement system that complies with U.S. DOT regulations,
   "Uniform Administrative Requirements for Grants and Cooperative Agreements
to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR
   § 18.36, for Awards made before December 26, 2014, or

   (3) It will inform FTA promptly if its procurement system does not comply with
   either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 06 (Transit Asset Management Plan),
(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
(4) Category 09 (Formula Grants for Rural Areas),
(5) Category 15 (Alcohol and Controlled Substances Testing), and
(6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.
**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: **Polk County Transportation**

The Applicant certifies to the applicable provisions of all categories: *(check here)* **X**.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<table>
<thead>
<tr>
<th>Category</th>
<th>Certification</th>
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<tr>
<td>01</td>
<td>Certifications and Assurances Required of Every Applicant</td>
</tr>
<tr>
<td>02</td>
<td>Public Transportation Agency Safety Plans</td>
</tr>
<tr>
<td>03</td>
<td>Tax Liability and Felony Convictions</td>
</tr>
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<td>04</td>
<td>Lobbying</td>
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<td>05</td>
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<td>06</td>
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<td>Rolling Stock Buy America Reviews and Bus Testing</td>
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<td>08</td>
<td>Urbanized Area Formula Grants Program</td>
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<td>Formula Grants for Rural Areas</td>
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<td>Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs</td>
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<td>Certifications and Assurances</td>
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<td>Enhanced Mobility of Seniors and Individuals with Disabilities Programs</td>
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<td>Emergency Relief Program</td>
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**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Polk County Transportation

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 33 or any other statute.
In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature ___________________________________________ Date: ______________________

Name ___________________________ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

Polk County Transportation

For (Name of Applicant): ___________________________

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature ___________________________________________ Date: ______________________

Name ___________________________ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: G.

ATTACHMENTS:

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Suggested Motion:
Motion to approve the Consent Agenda.
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## Agenda Item

July 18, 2022 Regular Meeting

**Agenda Item#:** 9.

### Attachments:

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<td>Cover Memo</td>
<td>7/12/2022</td>
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Polk County Health and Human Services Agency:
Division of Senior Services

Home-Delivered Meals Program:
Meals on Wheels
Program Overview

Our program provides a meal, typically lunch, to home bound older adults living in Polk County. These healthy meals help ensure our older adults are able to get the nutrition they need while living at home.

Eligibility Requirements

- 60 years or better
- Polk County residents
- Home bound
- Inability to prepare nutritious food regularly
Nutrition Program Funding Sources

- **Est. 85% Grants**
  - NCDHHS Home and Community Block Grant

- **Minimum Req. 10% County Funding**

- **Est. 5% Donations**
Annual Meals Served

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<th>Year</th>
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<td>2021</td>
<td></td>
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<tr>
<td>2022</td>
<td></td>
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</table>
Meals on Wheels' Routes

- **Meals on Wheels' Clients**: 142
  - 2-3 referrals every 2 weeks

- **Number of Routes**: 13
  - 373 miles daily
  - Routes are typically 1-2 hours long

- **Number of Current Volunteers**: 81
  - Volunteers use their own vehicle and gas

**Estimated $21,000 in-kind for service and mileage**
Our Needs

Regular Volunteer Drivers
At least 15-20 more drivers for routes and meal packing

Substitute Driver Pool
At least 10 more to serve as substitute drivers
Volunteer Testimonial

Dee O'Brien

Volunteer

Meals on Wheels
Volunteer Sign-Up Process

Application
Complete a volunteer application on our website or at our Columbus Center.

Training
Complete volunteer training with one of our staff members.

Start Signing Up for Routes!
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

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<td>Amended Project Budget Ordinance</td>
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<td>7/11/2022</td>
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Suggested Motion:
Motion to award the contract.
Motion to amend the Project Budget Ordinance.
STATE OF NORTH CAROLINA
STANDARD FORM OF INFORMAL CONTRACT
AND GENERAL CONDITIONS

FOR

Polk County
Laughter Pond Forebay Sediment Removal & Restoration
40 Courthouse Street
PO Box 308
Columbus, NC 28722

SCOPE OF WORK
Base Bid: This project includes sediment removal, on-site disposal, stabilization of removed sediment, and restoration of the forebay. The proposed project is limited work described in the attached plan set by Quible & Associates, P.C.

NOTICE TO BIDDERS
Sealed bids for this work will be received in-person by:

Marche Pittman
County Manager
Polk County
Physical Address: 40 Courthouse Street
Mailing Address: PO Box 308
Columbus, NC 28722
Office: 828-894-3301 ext. 221
mpittman@polknw.org

until 2:00 PM, on Friday, May 27, 2022. Bids will be opened publicly at 2:05 PM on Friday, May 27, 2022, in the Womack Building (40 Courthouse Street) Meeting Room and evaluated for cost and schedule considerations with the winning bid announced on Tuesday, May 31, 2022. Complete plans and specification and contract documents can be obtained from

Joel Lenk, P.G.
Quible & Associates, P.C.
90 Church St., Suite B
Black Mountain, NC 28711
Phone: 828.280.8375
jlenk@quible.com

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for Building and/or Specialty-Grading Contractor.
An optional on-site pre-bid meeting can be requested on or before Wednesday, May 25 at the Polk County Laughter Pond Parking Lot & Tennis Courts on Wolverine Drive. Please email Joel Lenk (jlenk@quible.com) to RSVP for this meeting.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid: Attn:**

March Pittman  
Laughter Pond Forebay Sediment Removal & Restoration May 27, 2022  
(Contractor name)  
(License Number)
GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (Polk County)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/Owner, the Designer/Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.
6. **SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre-bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.

b. Trade name, model or catalog designation.

c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.

d. Detailed comparison with specified products including performance capabilities, warranties, and test results.

e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. **WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. **MATERIALS, EQUIPMENT, EMPLOYEES**

a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

c. Upon notice, the contractor shall furnish evidence as to quality of materials.

d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict

State of North Carolina Standard Form of Informal Contract and General Conditions

Page 72 of 97
bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent product will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

e. The designer is the judge of equality for proposed substitution of products, materials or equipment.

f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.

h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation.

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.

d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.


i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).

j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. Under Method "c(1)" no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;

5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after
such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:
a. Retainage withheld will not exceed 5% at any time.
b. The same terms apply to general contractor and subcontractors alike.
c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
d. Exceptions:
   1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
   2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up “as-built” drawings and specifications and the submission both of notarized Contractor’s affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR’S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

a. Faulty work not corrected.
b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
   i. Claims filed against the contractor or evidence that a claim will be filed.
   ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker’s Compensation and Employer’s Liability

The contractor shall provide and maintain, until final acceptance, workmen’s compensation insurance, as required by law, as well as employer’s liability coverage with minimum limits of $100,000.
b. **Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000 per occurrence / $300,000 aggregate</td>
</tr>
</tbody>
</table>

In lieu of limits listed above, a $500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. **Property Insurance (Builder’s Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. **ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.
21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).

c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.

d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

For construction contracts with a value of less than $300,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E
MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of $300,000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner’s internal auditors shall also have the right to access and copy the Contractor’s records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor’s requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

29. CONTRACTOR EVALUATION

The contractor’s overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor’s comments to evaluate the designer.
BID/APPECTANCE FORM
for
Laughter Pond Forebay Sediment Removal

This project includes sediment removal, on-site disposal, stabilization of removed sediment, and restoration of the forebay. The proposed project is limited work described in the attached plan set by Quible & Associates, P. C.

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the State of North Carolina through Polk County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Polk County and Quible & Associates, P.C. (Agent) for the sum of:

BASE BID: 

<table>
<thead>
<tr>
<th>Alternate #</th>
<th>Add/Deduct</th>
<th>Alternate bid price</th>
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Respectively submitted this 27th day of May 2022

STREAM INITIATIVE LLC
(Contractor’s Name)

Federal Tax ID#: By: Daniel C. Bolick
Witness: (Owner, partner, corp. Pres. Or Vice President)
(Proprietorship or Partnership)
Attest: (corporation)

By: License #: B7801
Title: Owner
(Corporation, Secretary/Ass’t Secretary.)

Email Address: chris@comground.com

Swananoa, NC 28778

State of North Carolina Standard Form of Informal Contract and General Conditions
ACCEPTED by Polk County

(Polk County)

Total amount of accepted by the owner, base bid only: ______________________

BY: ______________________ TITLE: ______________________

Date: ______________________
COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
Laughter Pond

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Maintenance project at Laughter Pond to remove vegetative debris, sediment, and beaver dams as necessary.

7/18/22 - To amend project to current cost of the contract bid amount

Date approved & entered into the BOC minutes

---

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: Laughter Pond
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: 12.

ATTACHMENTS:

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<tr>
<th>Description</th>
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<th>Upload Date</th>
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<tbody>
<tr>
<td>Letters of support, quote, budget amendment</td>
<td>Cover Memo</td>
<td>7/13/2022</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to appropriate $146,759 from fund balance for the purchase of ten LUCAS Devices and to approve the purchase order from the state contracted vendor, Stryker Medical.
July 12, 2022

To: Polk County Manager & County Commissioner's

Re: Purchase of Manual CPR Machines for County Fire/EMS/Rescue Departments

During a meeting of the Polk County Chief's Association, it was voted on by the membership to write a letter of support for the county to purchase 10 LUCAS manual CPR machines. 1 for each fire department, 1 for Polk Rescue, and 3 for Polk EMS. The association looked at 3 different models of CPR devices and the LUCAS was the overwhelming choice. The association understands that the county will purchase the machines and the individual agency will be responsible for any extra maintenance plans and for the upkeep of the machines. These machines are a valuable resource that will assist the agencies in the event CPR is needed to be performed. By having the CPR machines it will cut down on the amount of manpower needed to perform CPR and will keep responders clear for other emergencies in their districts. With some areas of the county being 15 minutes or more from the closest EMS unit responders can wear themselves out trying to do CPR until help could arrive. These machines provide quality CPR to a patient to allow responders to focus on other aspects of the situation such as installing an airway to assist with ventilations. These machines will also allow limited patient contact, with COVID and other diseases prominent, the protection of the emergency responders is a must. The association would like to give its support to the county to purchase these machines for the emergency service agencies in the county. We feel this would be a very beneficial purchase to allow better service to the citizens and visitors of Polk County. Thank you for your willingness to explore this request.

Jeremy Gregg - President
Tony Priester - Vice President
Bobby Arledge – Secretary/Treasurer
To: Polk County Commissioners  
Re: Letter of Support  
Date: April 15, 2022

During the Fire and Rescue Advisory Meeting held on March 24, 2022, the fire departments mentioned that they have asked the county to purchase ten manual CPR machines. The FRAC would like to offer its support to the county to purchase these machines for the emergency service agencies. These machines will be a valuable asset to the agencies in the event they have to perform CPR. The machines will allow for fewer responders that need to be on-site and provide continuous CPR to a patient so that other personnel can concentrate on other aspects of the call. The FRAC agrees that this would be a valuable purchase that will not only help emergency services but the citizens of Polk County as well. Thank you for your time and willingness to look at this purchase.

Sincerely,

Polk County Fire & Rescue Advisory Committee  
Brian Metcalf  
Cynthia Fowler  
Shane Hamilton  
Derrick Overholt  
Jeremy Gregg  
Marshall Lipscomb
# LUCAS x 10

**Quote Number:** 100322-46

**Version:** 1

**Prepared For:** POLK COUNTY EMS

**Attn:**

**GPO:** NASPO

**Quote Date:** 07/06/2022

**Expiration Date:** 10/04/2022

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## Delivery Address

**Name:** POLK COUNTY EMS  
**Account #:** 1187293  
**Address:** 340 HOSPITAL DR, COLUMBUS, North Carolina 28722

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## End User - Shipping - Billing

**Name:** POLK COUNTY EMS  
**Account #:** 1187293  
**Address:** 340 HOSPITAL DR, COLUMBUS, North Carolina 28722

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## Bill To Account

**Name:** POLK COUNTY EMER SVCS  
**Account #:** 1165068  
**Address:** PO BOX 308, COLUMBUS, North Carolina 28722-0308

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## Equipment Products:

<table>
<thead>
<tr>
<th>#</th>
<th>Product</th>
<th>Description</th>
<th>Qty</th>
<th>Sell Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>99576-000063</td>
<td>LUCAS 3, V3.1 Chest Compression System, includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device</td>
<td>10</td>
<td>$13,515.07</td>
<td>$135,150.70</td>
</tr>
<tr>
<td>2.0</td>
<td>11576-000071</td>
<td>LUCAS External Power Supply</td>
<td>10</td>
<td>$271.70</td>
<td>$2,717.00</td>
</tr>
<tr>
<td>3.0</td>
<td>11576-000080</td>
<td>LUCAS 3 Battery - Dark Grey - Rechargeable LiPo</td>
<td>10</td>
<td>$525.20</td>
<td>$5,252.00</td>
</tr>
<tr>
<td>4.0</td>
<td>11576-000047</td>
<td>LUCAS Disposable Suction Cup (12 pack)</td>
<td>10</td>
<td>$365.30</td>
<td>$3,653.00</td>
</tr>
</tbody>
</table>

**Equipment Total:** $146,759.70

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## Price Totals:

- Estimated Sales Tax (7.000%): $10,272.11
- Freight/Shipping: $0.00
- Grand Total: $157,031.81

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## Comments:

- Volume Discount Added
- POLK County Stryker Loyalty Promo Added

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**Prices:** In effect for 30 days

**Terms:** Net 30 Days
July 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

[Signature]

Matt Van Der Wende, Vice President, Americas Sales

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POLK COUNTY FINANCE
BUDGET AMENDMENT: GENERAL FUND BALANCE
DATE: 7/18/2022 BOC Meeting
Dept.: EMS

Amendment #: 1-F Fund balance

INCREASE EXPENSE
GL ACCOUNT # 10-4370-5000-0 Capital $ 146,759

INCREASE FUND BALANCE APPROPRIATED
GL ACCOUNT # 10-3991-0000 Fund Balance Approp $ (146,759)

146,759

(146,759)

EXPLANATION: To appropriate fund balance for the purchase of 10 Lucas Chest Compression Systems from Stryker (State Contract Vendor) to be used by local medical responders.

Data approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER
AGENDA ITEM

July 18, 2022 Regular Meeting

Agenda Item#: 15.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voting Delegate</td>
<td>Cover Memo</td>
<td>7/8/2021</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to appoint voting and alternate delegates.
Designation of Voting Delegate to NCACC Annual Conference

I, ________________________________, hereby certify that I am the duly designated voting delegate for ______________________ County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: ________________________________

Title: ________________________________

In the event the designated voting delegate is unable to attend, ________________________________ has been selected as ______________________ County’s alternate voting delegate.

Alternate Voting Delegate Name: ________________________________

Title: ________________________________

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by Monday, August 9, 2021 close of business:

Email: alisa.cobb@ncacc.org