

**BOARD OF
COMMISSIONERS
APRIL 19, 2021
5:00 PM**



**R. Jay Foster Hall of
Justice Womack
Building Columbus, NC**

-
1. Call to Order - Chairman Melton.
 2. Invocation - Commissioner Overholt.
 3. Pledge of Allegiance - Chairman Melton.
 4. Chairman and Commissioner Comments.
 5. Approval of Agenda - Motion needed to approve or amend the agenda.
 6. Consent Agenda - Motion needed to approve or amend the consent agenda.
 - A. Tax refund requests through April 12, 2021 in the amount of \$289.83.
 - B. Sheriff Department Monthly Activity Report for March 2021.
 7. Citizen Comments on Agenda Items.
 8. North Carolina Department of Environmental Quality (DEQ) Shallow Draft Navigation Channel Dredge Grant Opportunity and Resolution - Gary Gardner , Chief, Engineering, North Carolina Wildlife Resources Commission (WRC).

Motion to adopt the resolution.
 9. Recreation Complex Master Plan Revision - Laura Baird, Parks & Recreation.

Motion to approve the amended Recreation Complex Master Plan.
 10. North Carolina Parks and Recreation Trust Fund (PARTF) grant application - Laura Baird, Parks & Recreation.

Motion to approve submitting the PARTF grant application.
 11. Proclamation Recognizing Public Safety Telecommunicators - Commissioner Moore.

Motion to adopt the proclamation recognizing public safety telecommunicators.
 12. Duke Property Purchase Agreement and Budget Amendment - Attorney Berg.

Motion to approve the purchase agreement.

Motion to approve the budget amendment.
 13. Project Budget Ordinance - Polk County High School HVAC Project \$6,200,000 - Manager Pittman.

Motion to approve the Project Budget Ordinance.

14. Citizen Comments on Non-Agenda Items.
15. Adjournment

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

Description

Type

Upload Date

Tax Refund Requests

Cover Memo

4/15/2021

Memorandum

To: Polk County Board of Commissioners

From: Melissa Bowlin, Polk County Tax Administrator

Date: 4/13/2021

Re: Refund Request

<u>Taxpayer</u>	<u>Parcel</u>	<u>Amount</u>	<u>Reason</u>
Alexander Karl Timmins	Vehicle	\$ 174.81	Tag Surrender-Vehicle Sold
Smith Raymond Patrick	Vehicle	\$ 115.02	Tag Surrender-Vehicle Sold

TOTAL: \$ 289.83

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: B.

ATTACHMENTS:

Description	Type	Upload Date
Sheriff Report	Cover Memo	4/15/2021



Monthly Activity Report March 2021

<i>CALLS FOR SERVICE</i>				
Alarms (Residential/Commercial)	35		Involuntary Commitment/Mental Subject	27
Animal Control/Complaint/Livestock	98		Juvenile Complaint	4
Armed Person	3		Larceny Report/Shoplifting	8
Assault	1		Missing Person Report	3
Assist FD/EMS/Rescue	14		911 Follow Up/Hang up	60
Assist Law Enforcement Agency	54		Noise Complaint	3
Assist Motorist/Public	41		Property Damage/Hit & Run	2
Assist Outside/Other Agency	17		Property (Recovered/Found/Abandoned)	2
Breaking & Entering	6		Shots Fired (Report/Complaint)	4
Citizen Contact/Call by Phone	59		Stolen Vehicle	58
Civil Related/Custody Dispute	6		Suicide (Threat/Attempt/Report)	3
Communicating Threats	3		Suspicious Activity	5
Disturbance/Dispute/Fight	12		Suspicious Person/Prowler	31
Domestic Related	23		Suspicious Vehicle	55
Drug Related	2		Traffic Control/Complaint/C&R Driver	12
Escort (Funeral/Public)	1		Trespassing	12
Follow-Up Investigation	36		Vandalism	2
Fraud/Forgery Report	3		Vehicle Pursuit	1
Harassment/Stalking	2		Warrant/Process Service/Search Warrant	25

Intoxicated Person Report	2		Welfare Check	18
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CIVIL	
Civil Summons & Complaint	15
Domestic Protection Order	3
Order to Appear & Show Cause	4
Order to Appear/Show Cause-Child Support	0
Other	27
TOTAL	49

SECURITY CHECKS	
Residence	363
Business	746
Church	288
School	99
TOTAL	1496

ARRESTS	
Misdemeanor	27
Felony	30

ANIMAL CONTROL	
Animals Picked up <i>*see notes below</i>	32
Bite Report	2
*19 dogs, 13 cats	

LOBBY	
Fingerprinting	73
Telephone Calls	716
In Person	471

DETENTION CENTER	
Inmates Admitted	84

Weapons Seized	8
Traffic Stops	222
Citations Issued	52
Charges by Citation	72
Checkpoint	3

TRAINING

<i>Detention</i>	1,216 hours of training not including inservice. <u>Inmate Transport Class</u> Sgt. Bradley Officer Damato <u>Completed D.O.C.C</u> Officer Hall Officer McAbee
	Roll Call Training: Special Agents from the U.S. Secret Service Charlotte Field Office presented training on identifying counterfeit US currency and financial fraud indicators during traffic stops and routine investigations. Over the next two months Supervisors from all divisions are attending in-house leadership and management development training to supplement the outside courses they are taking. Criminal Interdiction Team and senior members of our Patrol Division attended a regional training in South Carolina on commercial motor vehicle crimes such as smuggling and trafficking.

OUTREACH/OTHER

Sheriff Wright visited the Rotary Club of Tryon and discussed our community engagement and crime prevention programs.

Released the 2020 Annual Report.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 7.

ATTACHMENTS:

Description	Type	Upload Date
MOA	Cover Memo	4/15/2021
Resolution	Cover Memo	4/15/2021
No conflict	Cover Memo	4/15/2021

Suggested Motion:

Motion to adopt the resolution.

MEMORANDUM OF COOPERATIVE AGREEMENT

BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

AND

POLK COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and **Polk County**, hereinafter called the **County**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public boating access for the benefit of the boaters and anglers of North Carolina;

Whereas, the Lake Adger Boating Access Area, located in Polk County, is a free public boating access;

Whereas, it is desirable for the **Commission** to perform a major dredge project on the existing access channel serving the Lake Adger Boating Access Area, which is leased and controlled by the **Commission**;

Whereas, it is desirable for the **County** to maintain, improve, and increase recreational opportunities for the public by cooperating with the **Commission** to provide an adequate navigation channel at the Lake Adger Boating Access Area;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. The COMMISSION agrees, at its sole expense:

1. To design and manage a dredge project for the Lake Adger Boating Access Area ("dredge project") that will consist of the removal of approximately 6,000 cubic yards of material at an estimated cost of approximately \$1,800,000;
2. To manage the dredge project, applying for and complying with all permits necessary for the project;
3. To provide construction drawings, documents, and additional materials required to solicit bids of the dredge project;
4. To manage the award of the project and assist in construction administration of the dredge project;

5. To assist the **County** in submitting all required documentation related to the grant application process for the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund;
6. To hold, manage and pay the contractor;
7. To provide documentation to the **County** demonstrating that the funding provided originated from a non-State funding source.

B. The County agrees:

1. To submit the required documentation prepared by the **Commission** to the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund for two-thirds of the project cost;
2. To assist the **Commission** to administer the grant, should it be approved by NCDEQ for the dredge project;
3. To remit the grant payment to the **Commission** once the project is complete;
4. To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.

C. It is mutually agreed:

1. The **County** will not be responsible for any expenses or costs related to the dredge project for Lake Adger and that the **Commission** will take full financial responsibility for all contractor costs.
2. That Lake Adger Boating Access Area may be closed for a limited time while dredge operations are in progress with notification to the public at least one week prior to closure;
3. That nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
4. That this Agreement shall become effective as soon as it is signed and dated by both parties;
5. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective.
6. That during and after the term hereof, the State Auditor and anyone using the agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).

7. Each Party shall be solely accountable for its responsibilities as identified in this agreement, for its own acts, failures to act, misconduct, and/or negligence, and for the acts, failures to act, misconduct, and/or negligence of its employees, agents, volunteers, and representatives;
8. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements;
9. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **County**;
10. The failure to enforce or the waiver by the **Commission** of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach, or default on any subsequent occasion or instance;
11. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts (unless such failure or refusal results from the failure of a party to discharge or fulfill a contractual obligation), civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;
12. That notwithstanding any other term or provision of this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the **Commission** under applicable law;
13. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined;
14. Any State information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the **County** under this Agreement shall be kept confidential, used only for the purposes required to perform this Agreement and not divulged or made available to any individual or organization without the prior written approval of the State;
15. If the source of funds for this project includes federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 CFR Part 60); Davis-Bacon Act (40 U.S.C. § 3141-3148); Copeland “Anti-Kickback” Act; Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708); Clean Air Act (42 U.S.C. § 7401-7671q.); and the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387); Debarment and Suspension

(Executive Orders 12549 and 12689; Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); Procurement of Recovered Material (2 CFR § 200.322); and Record Retention Requirements (2 CFR § 200.324).

In witness whereof, the parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

Cameron Ingram,
Executive Director

Date

Gary Gardner, Chief
Engineering Section Chief

Date

Polk County

Date

ATTEST

Date



GOVERNMENT

WHEREAS, the Polk County Board of Commissioners desires to sponsor the Lake Adger Navigation Channel Maintenance Dredging Project, in order to provide a good, clear navigation channel from the Lake Adger Marina to the main body of the lake

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board requests the State of North Carolina to provide financial assistance to Polk County for the Lake Adger Navigation Channel Maintenance Dredging Project in the amount of \$900,000 or 66.67% percent of project construction cost, whichever is the lesser amount;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.;
- 7) The Board will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board accepts responsibility for the operation and maintenance of the completed project.
- 10) The Board has a Memorandum of Cooperative Agreement with the NC Wildlife Resources Commission to partner on this project. This MOA is the driving document of the partnership with Polk County the NC WRC for the dredge project.

Adopted by the Polk County Board of Commissioners this ____ day of 20 ____.

Angé High, Clerk to the Board

Tommy W. Melton, Board Chair

No Conflict of Interest Certification

The Polk County Board of Commissioners hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Lake Adger Navigation Channel Maintenance Dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Lake Adger Navigation Channel Maintenance Dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Polk County Board of Commissioners further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: _____

Signature: _____

Title: _____

Date: _____

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 8.

ATTACHMENTS:

Description	Type	Upload Date
Redline Version Master Plan	Cover Memo	4/16/2021
Clean copy Rec Complex Master Plan	Cover Memo	4/15/2021

Action Requested:

Key for revisions made to Master Plan-
Cross through were items removed
Underlined are things newly added
Red are things that were there, but changed

Suggested Motion:

Motion to approve the amended Recreation Complex Master Plan.

Polk County Recreation Complex Master Plan
Polk County
Updated April 2021

SITE ANALYSIS

The project site is a 120-acre + parcel subdivided from a large 149-acre tract owned by Polk County. The project site is 420 acres that comprise two parcels: one is the original 120 acres owned by Polk County, and the other is an undeveloped 300-acre wooded parcel that was purchased with PARTF funding in 2018 and is now part of Polk County's Recreation Complex. This master plan also anticipates the addition of 140 acres purchased from Conserving Carolina.

Topography, Soils, Vegetation, & Hydrology

The site is currently wooded with a mixture of hardwood species on the upper elevations of the site and pine forest at the lower elevations. The south fork of White Oak Creek traverses through the property from the west to the east. White Oak Creek is a very small stream on the property with minimal flow during the drier summer months. Topography ranges from slopes of 2% to 6% for those areas adjacent to the stream, to slopes in excess of 20% near the rear of the property along the western boundary. 30-50% in some areas of the 300-acre forested tract.

According to a report by Equinox Environmental Consultation & Design:

"Soils on the property vary widely due to this geology as well as the variability of topography and proximity to hydrologic resources. Soils within the more gently sloping, southern area of the property [now part of the Green River Gamelands and the potential 140+ acre parcel] generally consist of clay loams with moderately coarse textures and very low infiltration rates. Soil types along the steeper slopes along the northeastern and northwestern boundaries [the 300-acre parcel] are much stonier; these soils have high infiltration rates, poor water holding capacity, and the depth to the water table is generally greater than six feet." (Environmental Site Assessment Report, Dec. 2016)

Adjacent property to the west is an undeveloped wooded parcel: The property to the south and north is development for single-family residential usage with less than 2 homes per 5 acres.

The property adjoining the tract on the east is currently developed as a now-vacant manufacturing facility. An 180,000 square foot building housed a textile weaving business and the surrounding property includes parking lots and grassed areas, as well as a lake that is currently used as a part of the fire suppression system for the plant. In 2004 the lake on this property was transferred to Polk County to become part of the Recreation Complex and is now Laughter Pond, a regularly-stocked fishing pond.

Wetlands

There are no floodplains or wetlands that must be considered on this site. There are no known archaeological or historic sites on the property. An archaeologist has not surveyed the site.

Existing Structures

The As-Built original project from 2004 resulted in three baseball/softball diamonds, a large playground, a basketball court, walking trails, handicapped parking and regular parking, two picnic shelters, tennis courts, a handicap-accessible fishing pier, a maintenance building, and a concession stand/restroom building. The original plan for the Recreation Complex included multiple soccer fields, an amphitheater, an additional baseball field, shuffleboard courts, a sand volleyball court, a senior center, a community center, and a pool, but funding ran short and the project was modified to the existing facilities.

Construction also included installing a 25-foot vegetative buffer on either side of White Oak Creek to add to the overall aesthetics of the park, protect the creek and its bank from erosion, and add value to the walking trails, which run parallel to the creek at several points. The original facilities also included some vital passive activities that could be used by all ages but were designed especially for active seniors. A handicapped, accessible fishing pier was constructed on Laughter Pond and picnic areas were built in the same vicinity.

The site has a high-pressure natural gas line crossing the property from the south to north near the western boundary. There is also a small diameter natural gas line crossing the site from Silver Creek Road on the north to serve the **former** textile manufacturing facility. Other utilities include an electric power transmission that crosses the property from the south to north near the western boundary. From this line, an overhead power transmission line conveys power to the adjoining textile manufacturing facility.

Two water storage tanks are located on the site and provide water for the adjoining textile manufacturing facility. The smaller 58,000-gallon steel tank provided **d** potable water for the plant and the larger 110,000-gallon steel tank provided **d** fire protection water. A 6" and 12' water line crosses the property from the tanks to the adjoining textile manufacturing facility.

Public Access

As a result of the site's designation as a school site, activities restricted because of the middle school were diverted to ensure compliance. The 35-acre school site has been leased to the Polk County School System for its exclusive use. An extensive lease agreement was negotiated between the Polk County Government and the Polk County Board of Education, which will serve as the Joint Use Agreement. The agreement and a map showing the approximate boundaries of this agreement are attached to this plan.

RECREATIONAL NEEDS

Polk County's population **estimate** in 2019 was ~~48,324~~ 20,724, according to the U.S. Census. This represents a ~~27.4~~ 24% increase over the previous decade of the 1990's.

~~North Carolina projections released in the late 1990's called for a population increase in the County to 17,508 in 2005. The County has obviously already exceeded the predicted increases in residential population and all signs point to a continuation of that trend. Population density, which is low by state standards, is increasing. In Polk County, which is 238 square miles, it is currently 77.04 as compared to 165.25 over 48.711 square miles for the state. It is currently 68.8 as compared to 154.8 for the State. Relatively speaking, it has increased over the past twenty years by 26%. The County has a larger population that is living on the same amount of land within the County. Yet, the County only operates three parks on less than 12 acres. This is substantially less than the recommended 178 acres for a population of this size. It is critical for the County to provide more and better recreational services for a population of this size.~~

~~Other demographic changes are taking place within Polk County that will change the recreational needs of the County's residents. In the 2000 Census, 20.1% of the County's population is below 18 years of age. The number of senior residents over the age of 65 is 23.6% and has continued to rise. The need for organized sports for young people continues, but the necessity for passive recreational opportunities that cater to active seniors is very acute.~~

At the time of the original master plan for the site, there was a growing percentage of residents over the age of 65, so there was a need for passive recreational opportunities that catered to active seniors. The Recreation Complex has met that need with paved walking trails and a natural surface hiking loop. Currently, however, the trend has shifted to show a rising population of younger people, creating a need for more varied opportunities for outdoor recreation such as mountain biking, disc golf, and family games. The COVID-19 pandemic of the last year has also led to an increase in use of outdoor facilities and has drawn attention to the maintenance and renovation needs of the Complex.

~~An inventory of existing facilities reveals that the County operates very few facilities that specialize in their recreational offerings. Gibson Park provides active recreation such as softball, swimming pool and a playground. Searcy Field is primarily undeveloped, generally used for practice. Stearns Gym hosts camps and offers a playground, indoor gymnasium and a walking trail. The facilities are old and in need of repair. It would not be cost efficient to invest in their renovation.~~

~~In order to assess its recreational needs, the County's Recreational Department has held public meetings and has conducted two surveys to ascertain how the public feels about recreational offerings. The first survey was done in 1999 and the second was conducted near the end of 2003. The demand for youth baseball/softball continues to be very strong, with a need for 2-3 additional fields apparent. Soccer is becoming a very popular activity in the County. There is also a real need for a community center with indoor facilities, meeting rooms, public classrooms and banquet facilities. Finally, one of the most important needs to be identified is that of a large park capable of providing multiple needs. What is needed is a Community Park that is designed to serve the entire community. Centrally located, it should be many acres with opportunities for both active and passive recreation. The project being proposed is a direct response to that identified need.~~

Polk County's Parks and Recreation Department has held public meetings and has conducted multiple surveys over the last two decades to keep in touch with how the public feels about recreational offerings. The first surveys, done in 1999 and 2003, showed demand for youth baseball/softball, which supported the fields in the original

Master Site Plan. Finally, one of the most important needs initially identified is that of a large park capable of providing multiple recreation opportunities. What was needed at the time was a Community Park designed to serve the entire community. Centrally located, it needed to be many acres with opportunities for both active and passive recreation. The original Master Site Plan was a direct response to that identified need, and this updated Master Site Plan addresses the updated needs of the community and the Recreation Complex based on our most recent public meetings and surveys.

Our most recent survey, which was concluded in April 2021, directly informs this updated Master Site Plan in the following ways:

- There was a need in 2004 for a community center with indoor facilities, meeting rooms, and public classrooms. The last survey also supports this need, as 64.8 percent of respondents saw a need for a community recreation center and/or indoor pool. This need will be met by a YMCA-built recreation center, which is potentially going to be built in the next few years, and so a community recreation center is no longer a part of this site plan.
- The additional recreation facilities in this updated Master Site Plan were supported in the survey, and decided upon based on what was available elsewhere in the county and what could be provided within the Recreation Complex:

<u>Facility</u>	<u>Percent of respondents in support</u>
<u>Unpaved Trails</u>	<u>57.8</u>
<u>Accessible Facilities</u>	<u>15.4</u>
<u>Disc Golf</u>	<u>12.4</u>
<u>Cornhole</u>	<u>21.4</u>
<u>Horseshoe Pits</u>	<u>9.2</u>
<u>Bike Pump Track</u>	<u>14.8</u>

This updated plan will ensure that the Recreation Complex continues to offer recreational opportunities for every age group and a variety of interests in this small county.

PROJECT/FACILITIES DESCRIPTION

~~This project is being developed as a direct result of recommendations made in the Parks & Recreation Comprehensive Master Plan. Polk County is in need of a Community Park:~~

~~This was identified as the greatest priority in the Needs Assessment that was conducted during the planning process. The County has not, until recently, been able to acquire the property necessary for a park of that size. An application was recently submitted to the Park & Recreation Trust Fund for development of Searcy Field. This was also identified as a need during the planning process. A decision was made to focus on the Community Park site, even though it meant returning those grant~~

~~funds. The Searcy Field site has been dedicated by way of deed restrictions for use as a recreational facility and the County will honor that commitment with its own funds. The development of Searcy Field as a functional practice facility for active sports is an operational project, though separately funded from the Community Recreational Grounds.~~

~~The Community Recreational Grounds or GRG will be developed in two phases with the current PARTF application focusing on Phase I. Phase I is comprised of both active and passive recreational activities that will be varied enough to serve all of the County's age groups. As a result of the site's designation as a school site, activities restricted because of the middle school have been diverted to insure compliance. The 35-acre school site has been leased to the County School System for its exclusive use. An extensive lease agreement was negotiated between Polk County Government and the Polk County Board of Education, which will serve as the Joint Use Agreement.~~

~~Recreational facilities constructed as a part of Phase I will include the following active recreational components: two tennis courts, two outdoor basketball courts, shuffleboard and a horseshoe pit. The variety is intended for use by the general public of all ages. A playground will be constructed for small children to use with their parents or while their families participate in other activities. The close proximity is designed to allow for proper supervision of the younger children. A trail system is also included as an important component. A walking trail is being proposed, in addition to a multi-use trail that will feature some challenging terrain. The two trails link as shown on the site plan so that someone could use both, for example, for a long run. This handicapped, accessible trail system could be used for walking, horseback riding or biking. This site plan features a 25 foot vegetative buffer on either side of White Oak Creek. This buffer will not only add to the esthetics of the park, *but* it will also protect the creek and its bank from deterioration. A significant amount of linear feet of trail parallels the creek and will derive benefit from the buffer.~~

~~This phase will also include some vital passive activities that could be used by all ages, but are designed especially for active seniors. A handicapped, accessible fishing pier will be constructed on the lake and picnicking will be available in the same vicinity. A large picnic shelter will be included closer to the active sites for organized groups and an amphitheater will be constructed that takes advantage of existing contours. Phase I will also include the construction of three important support facilities: parking, the concession/restroom building and the equipment storage/maintenance building. These facilities will be used to facilitate the use of all recreational activities. All of these facilities will be color coded on our site plan to indicate that PARTF funding is being requested.~~

~~Phase II will involve the construction of two softball fields and a soccer field for use by the general public. As identified in the County's Needs Assessment, there is much demand for both softball and soccer. The County intends to respond to that need using its own funds for construction. These elements are not included in Phase I because of the school site designation. Also included in future phases will be the construction of a community center that will feature a senior center and an indoor pool. This facility will be built at a later date as funds become available. It should rapidly become the focal point for the Community Recreational Grounds.~~

~~This project will provide the first community park in the County with offerings for every age group. It will be a very large park with both active and passive opportunities and it~~

will vastly improve the range of recreational activities available in this small county.

RECREATIONAL PROGRAMS PROGRAM DESCRIPTION

Programs will be planned for the park that cater to the needs of all user groups. The facilities that have been removed from the project cost estimate, because of the school site, will have teams, tournaments and leagues operating for young people and adults:

Several facilities such as the tot lot, horseshoe pits and shuffleboard will be used on a desired use basis without extensive scheduling. Only the large picnic area will be reserved on occasion by large groups. Outdoor basketball use will be on a walk-on basis except when tournaments are planned. The various trails are designed to be used on an as-needed basis by walkers, runners and horseback riders:

The recreation director is planning tennis lessons on the outdoor courts and tournaments are planned if there is sufficient interest. Canoe classes are also planned for the lake. Other classes are possible if there is interest in different types of fishing techniques:

The main purpose of the park is to be a space where people of different interests and abilities have facilities designed for them. Adults can play basketball while their children are playing on the nearby playground. A beginner mountain biker can practice skills on the pump track while an experienced cyclist can hit the trails for the entire day. Groups or individuals can use the perimeter to play disc golf while retirees or people on their lunch break walk the paved trails around the baseball diamonds.

The park will be used by the public in ways that cater to the needs of all user groups:

- The baseball and softball facilities have teams, tournaments, and leagues operating for young people and adults.
- Most facilities such as the playground, horseshoe pits, cornhole courts, and disc golf are/will be used on a desired-use basis without extensive scheduling.
- Only the large picnic area is reserved on occasion by large groups. Outdoor basketball use is on a walk-in basis except when tournaments are planned.
- The various trails are designed to be used on an as-needed basis by walkers, runners, and mountain bikers unless there is a special event such as a mountain bike race or similar competition.
- The bike pump track will be used on an as-needed basis unless there is a competition or tournament.
- Tennis lessons on the outdoor courts and tournaments are tentatively planned if there is sufficient interest. Otherwise, usage is first-come, first-served.
- Canoe classes are planned for Laughter Pond. Other classes are possible if there is interest in different types of fishing techniques.

The entire park will be used for the County's Summer Day Camp and Homeschool Meetups. The camp is for young people ages 4 to 13 and they will be using the various facilities extensively. It will be a priority, however, to ensure that the park always remains open to the general public.

PHYSICAL NEEDS

A community park must by necessity be almost 100 acres and must be a site where construction is possible with manageable amounts of grading. The County was able to secure this site that had not only sufficient acreage, but also a creek, mountainous

~~terrain and wooded areas so that a variety of recreational opportunities could be constructed.~~

~~The development of this site will be aided by the fact that there are no floodplain considerations or wetlands to accommodate. There are also no structures that will need to be demolished. Planners expect to make ample use of White Oak Creek and the vegetative buffer that will be maintained on both sides of it.~~

~~The area is currently developed and used only for timber development. Topography ranges from slopes of 2% to 6% for those areas adjacent to the stream, to slopes in excess of 20% near the rear of the property along the western boundary. These slopes will be used in an advantageous manner for hiking and mountain biking.~~

The Recreation Complex is on existing County-owned land, and the addition of 300 acres in 2018 has created an ideal situation to expand the types of recreation to the public. This updated Master Site Plan will require the county to acquire 140 additional acres from Conserving Carolina so that the proposed mountain bike trail network can be completed and a greenway can be created to connect future workforce housing, built to the south of the existing property, to the Recreation Complex.

All of the necessary roads, parking lots, and buildings that were outlined in the original Master Site Plan have been completed. The first phase of the Little White Oak Mountain Trail Network will fund the construction of the first 5.4 miles of the trails. The first phase of the trails will be built on the land that connects the existing Polk County Recreation Complex and Polk County Middle School as well as the 300 acres of land added to the complex in 2018. The proposed project will include two picnic areas and an outdoor classroom that will be available for anyone to use to brush up on their outdoor education. Polk County will also install a bike repair station, renovate the nearby playground to better accommodate users of all abilities, refinish the restrooms, and install a new cornhole and horseshoe station. These additions are projected to be completed by December 2024.

In addition to these amenities and the trail construction, this updated Master Site Plan includes refinishing the tennis courts, installing a bike pump track in part of the current parking lot, and creating a disc golf course around the perimeter of the complex. These additions are projected to be completed in the next five to seven years.

COST ESTIMATES

~~The project cost estimate is \$ 1,721,001. The detailed cost estimate form is provided on the following page. Polk County will provide \$1,471,001 and a PARTF application will be submitted for \$250,000. Section A focuses on a modest blend of active and passive components of the Community Recreational Grounds.~~

The project cost estimate is \$942,848. The detailed cost estimate form is provided on the following page. For the first phase of the trails, outdoor classroom, and additions/renovations to be completed by December 2024, a PARTF application will be submitted for \$336,000 and matching funds will be provided by Polk County, a Polk County Community Foundation Grant, and a bargain sale of the 140-acre parcel by Conserving Carolina. For the second phase of the trails, an RTP application will be submitted for \$100,000 using the same Polk County Community Foundation Grant and Polk County funds as a match.

For the rest of the improvements/renovations, totaling \$64,400, Polk County will provide the funds, with contributions from community sponsorships and other grants.

SITE PLANS/ILLUSTRATIONS

Attached to this narrative is the site plan for the Community Recreational Grounds, It indicates via color-coding what facilities we are including in Phase I, ~~Section A~~ and what facilities are planned for other sections and subsequent phases.

PARK MANAGEMENT REQUIREMENTS

~~Polk County has a Recreation Department with a full time director. The director has an assistant who helps with scheduling and maintenance. It is critical for these positions to be maintained on a full time basis. The director is the County's liaison with the Recreation Advisory Board and works with groups of volunteers who are dedicated to the furtherance of a particular sport. The construction of the GRG complex will expand the job responsibilities of the Director and may necessitate the hiring of additional staff. The assistance of the Recreation Advisory Committee will still be needed and the role of volunteers expanded. The care and maintenance of the new park will be critical to its success. Maintenance staff with adequate equipment will be necessary for the park to be used to its full potential. This will become a priority to the county's leadership.~~

RECOMMENDATIONS FOR IMPLEMENTATION

~~Implementation of this master plan is a critical project for the County Manager, the Recreation Department and Recreation Advisory Board. There are plans to expand both the board and the Parks and Recreation Department staff. County officials are consulting with and seeking the assistance from state agencies for best management practices. The County's consulting engineers have designed a park that fits the topographical limitations while maximizing the natural resources on the site.~~

~~County officials and recreation planners have worked closely with the Polk County School Board to negotiate a detailed lease agreement that protects the interests of both groups and definitively separates the community park and its users from the middle school and its students. Attorneys representing both groups insured that it is an agreement that will be mutually beneficial and will stand the test of time. After 25 years, the property leased by the School Board will become school property.~~

~~The County is committed to retaining a full time recreation director. The director will coordinate not only scheduling, but also maintenance at the existing three sites and the new community park.~~

~~The County has taken the lead in borrowing funds to purchase this land and build the access road between Highway 108 and Silver Creek Road. The County is committed to providing the matching funds necessary for Section A of Phase I. The County is hoping to receive PARTF funds to complete that section. Polk County is a Tier III economically distressed county that needs an infusion of outside funds to complete this important project.~~

PUBLIC INVOLVEMENT

~~There is overwhelming support for this project among the community. The Recreation Department sponsored two public meetings in November and December to present the proposed site plan. Although turnout was light, representatives of important local~~

groups were present. The site plan was changed several times to accommodate the input of these local groups. At the meeting in November, the groups discussed how much the County needs a multi-purpose gymnasium and outdoor activities such as basketball and tennis. Polk County Parks and Recreation has held regular trail committee meetings to gauge interest in the proposed trail network. Committee members and attendees have repeatedly expressed their support of the project, noting that there are few opportunities for mountain bikers to safely enjoy the scenery and the sport. Committee members and residents who were inspired by similar biking parks around North Carolina, including Rocky Knob Mountain Bike Park and Fire Mountain Trails, have also discussed how the proposed trail network would benefit residents and support the local economy by attracting mountain biking tourists to the county.

Recreation planners discussed plans for the community center that will have to be included in Phase II because of cost considerations. At the second public meeting in December, the group discussed baseball extensively. Grant consultants and engineers explained state grant requirements concerning the middle school and explained how the County was going to respond to those identified needs.

Additionally, this project has been discussed and presented at public forums since February of 2001. Separate public hearings have been held in the Saluda, Tryon, Goopers Gap, and Green Creek areas of the County.

When updating this plan, several key stakeholders in the community were involved, as well as the Recreation Advisory Board. Survey data was used to support the added recreation facilities and renovations.

Both the Master Site Plan and the PARTF project of Phase 1 have been presented to local community groups, and have received a high level of support and excitement. The county commissioners have approved past iterations of the trails project, but the PARTF funding to proceed has not been granted in the past. The updated site plan, which now includes the trails project and planned improvements for the rest of the Complex are expected to strengthen the application as well as bolster the opportunities available to everyone.

Cost Estimates

Community Recreational Grounds Polk County

Project Elements	Unit	Unit Cost	Total Item Cost
Building and Renovating			
Mobilization	1	\$40,101.00	\$40,101
Erosion Control	1	\$10,000.00	\$10,000
Site Grading	*	*	\$287,678
Storm Drainage	*	*	\$49,500
Paving	*	*	\$101,000
Site Furnishings & Equipment (Signage & Fencing)	..	*	\$20,200
Utilities	*	*	\$100,000
Landscape & Irrigation	*	*	\$66,000
Architecture (Bldgs., Bridge & Picnic Shelters)	*	*	\$525,000
Playground	1:	\$20,000/LS	\$20,000
Horseshoe Pits	5	\$500/Ea	\$2,500
Shuffleboard	5	\$2,000/Ea	\$10,000
Trails (Walking & Multipurpose)	14,500	\$6.00/ LF	\$154,500
Amphitheatre	1	LS	\$25,000
Basketball Courts, including fencing	2	\$22,500	\$45,000
Tennis Courts, including net & fencing	2	\$25,000	\$50,000
Handicapped Accessible Fishing Pier	1	\$8,000	\$8,000
Total Development Costs			\$1,514,479
Costs Related to Building, Renovating and Planning			\$0.00
Planning-Site Planning & Preliminary design	10%		\$151,448
Contingency (not to exceed 5% of total costs to develop)			\$55,074
Costs for Acquiring Land			\$0.00
Total Cost Estimate for the Project			\$1,721,001
Total PARTF Grant Request			\$250,000

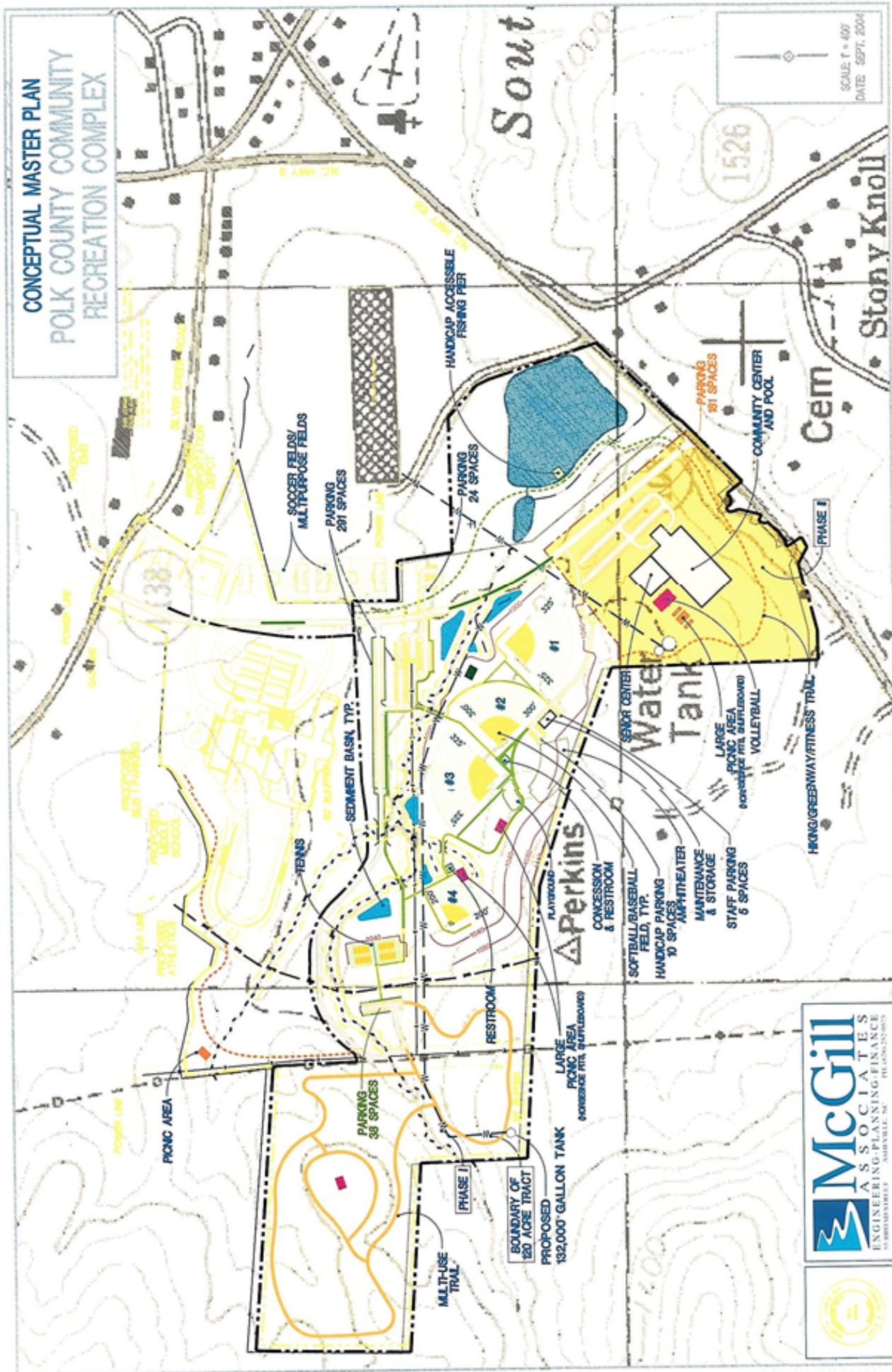
UPDATED MASTER PLAN COST ESTIMATES

Building Cost			
Project Elements	Unit	Unit Cost	Total Item Cost
Trail Construction	5.4 miles (28,450 ft)	\$8.50/ lin. ft	\$ 241,844
Outdoor Classroom (wooden work /picnic tables, chalkboard wall, pavers, storage shed)			\$ 1,800
Picnic Areas (2 total areas, each with 2 tables on a gravel pad)			\$ 3,740
Bike Repair Station			\$ 1,000
Playground Renovation			\$ 7,200
Building Refinishing			\$ 5,000
Cornhole/Horseshoes			\$ 200
Cost to Build			\$ 260,784
Contingency for the Cost of Building			
Contingency		2%	\$ 5,216
Value of Land to be Purchased/Donated			
Land Acquisition (Bargain Sale)	140 acres (Sale Price=\$100,000)	\$2900/acre	\$ 406,000
Trail Construction Phase 2	4.6 miles (24,288 ft)	\$8.50/lin. Ft	\$ 206,448
Disc golf course			\$ 14,400
Bike Pump Track			\$ 30,000
Tennis Court Renovations			\$ 20,000
Total Cost			\$ 942,848

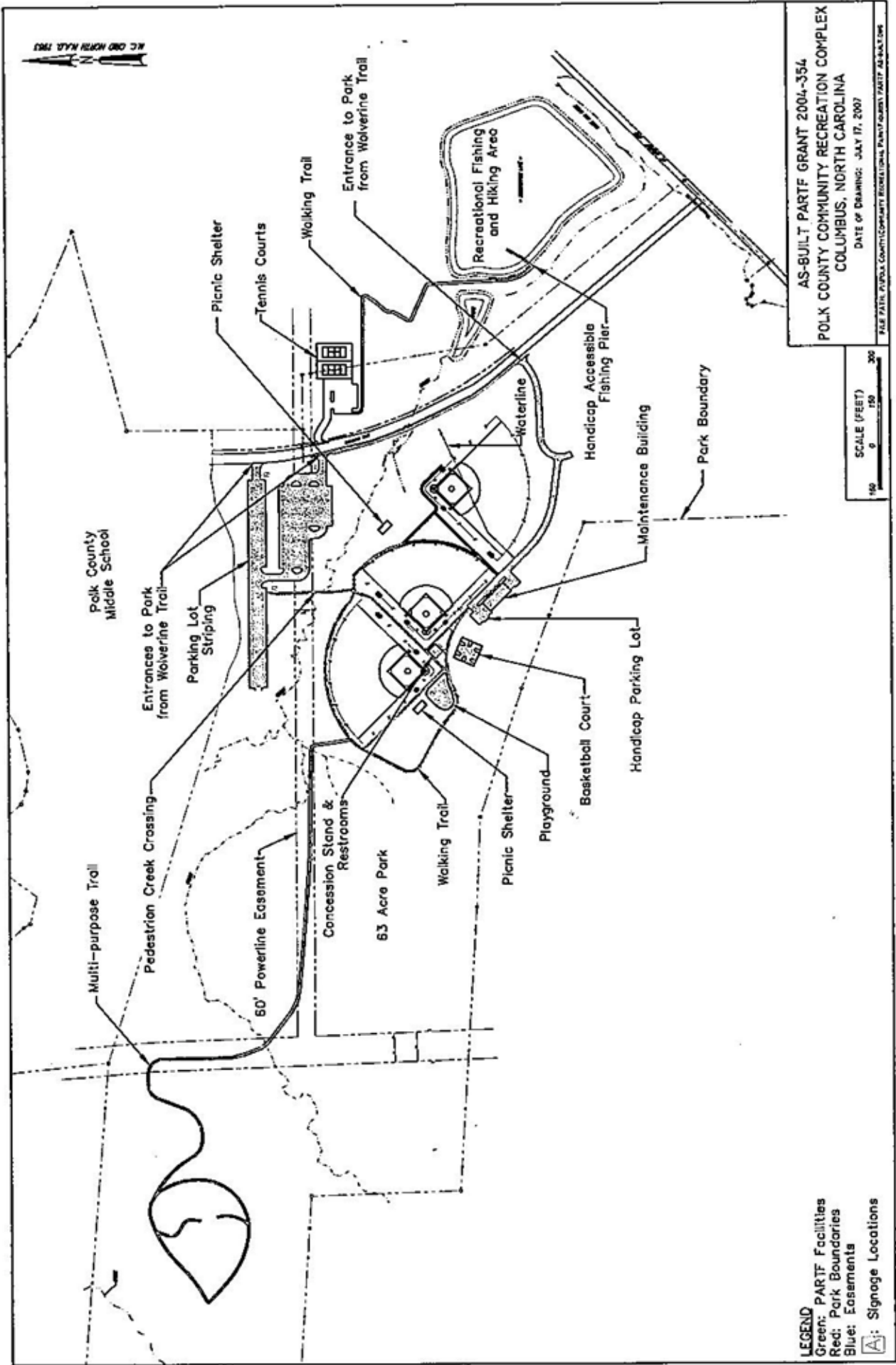
Matching Funds for PARTF Request (50% match)	Amount
Donated Land Value	\$ 306,000
Community Foundation Grant	\$ 20,000
Cash	\$ 10,000
Total	\$ 336,000

Matching Funds for RTP Request (25% match)	Amount
Community Foundation Grant	\$ 20,000
Cash	\$ 5,000
Total	\$ 25,000

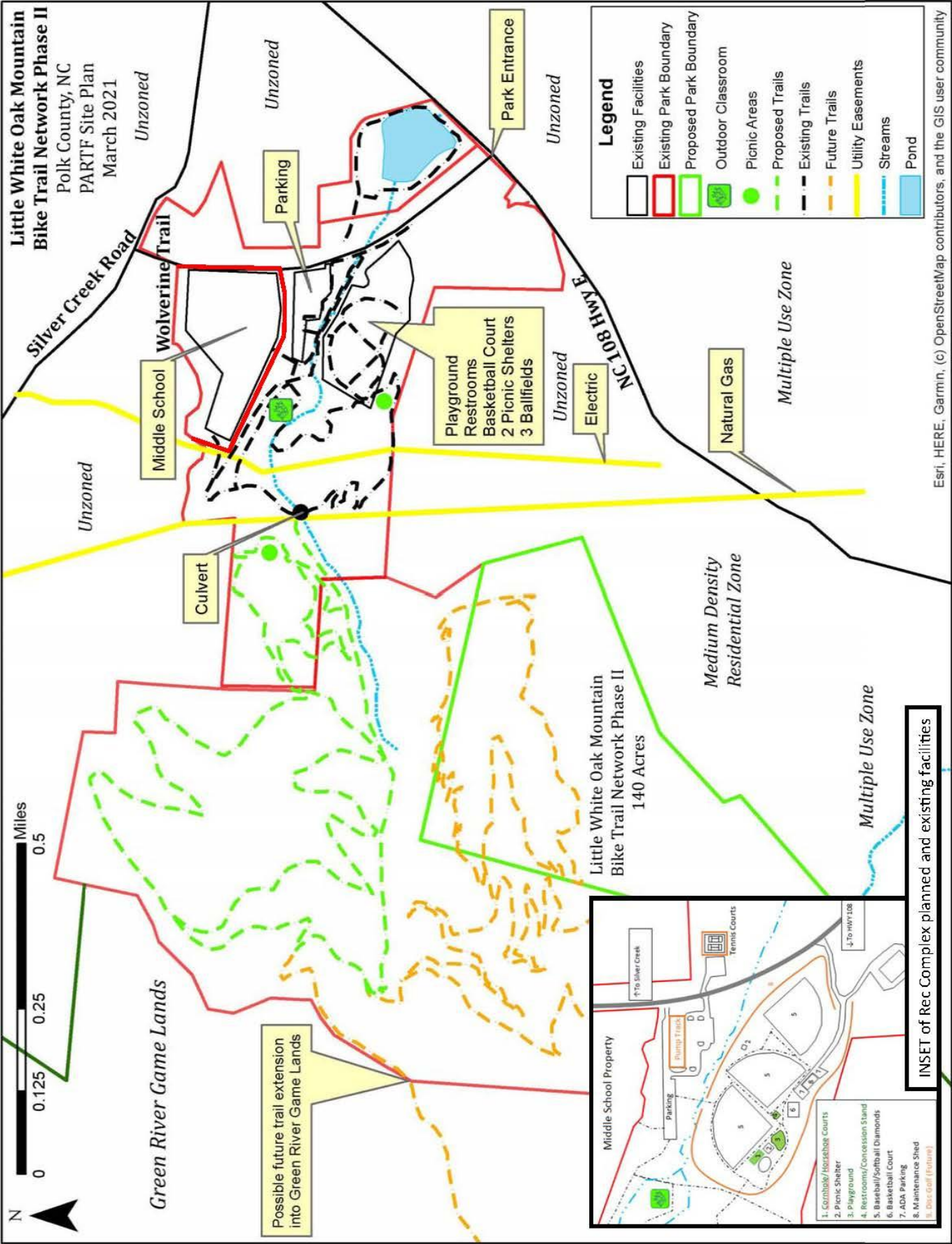
Original Site Plan



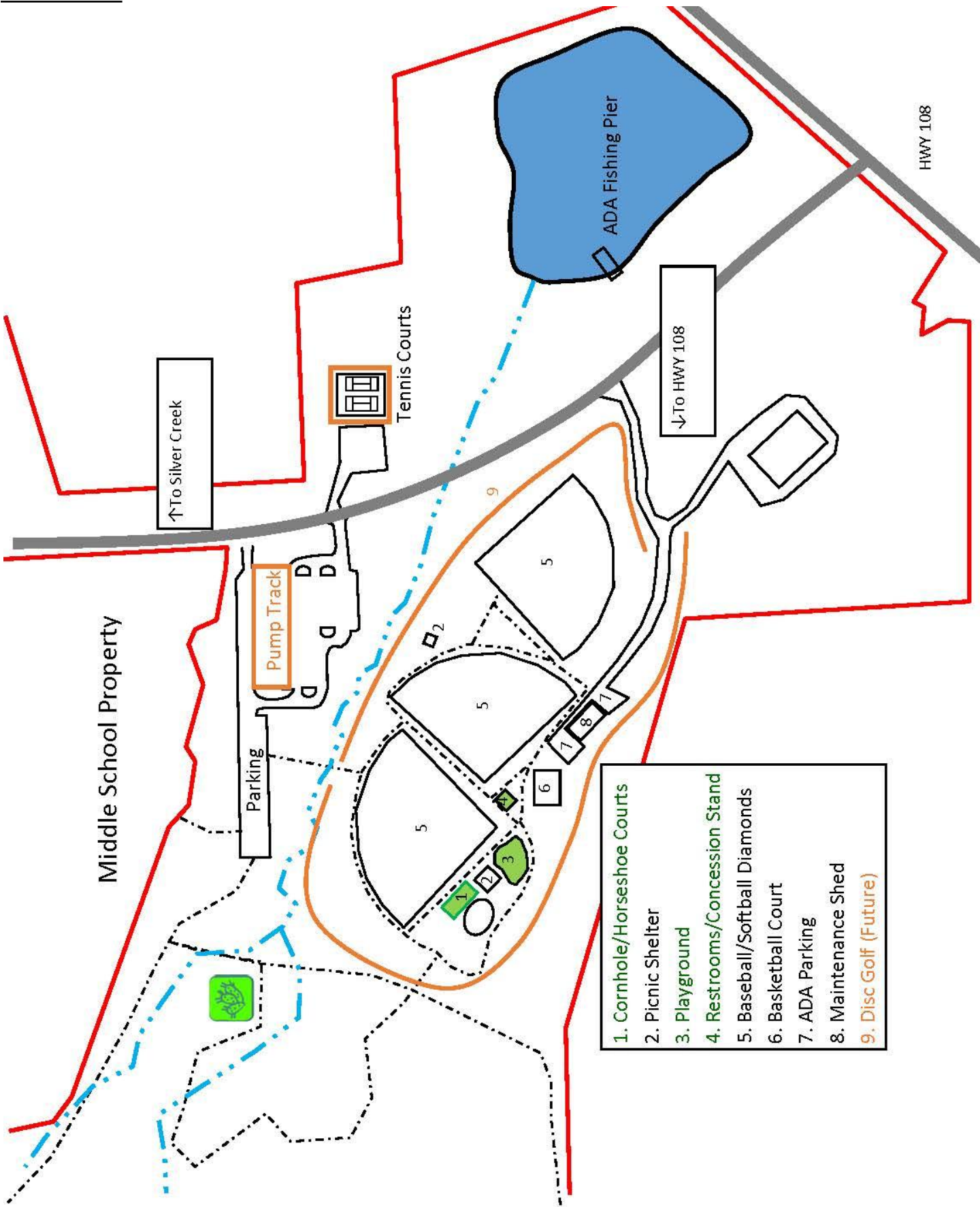
Original Site Plan (As-Built)



Current PARTF Project Plan



Inset detail:



Polk County Recreation Complex Master Plan
Polk County
Updated April 2021

SITE ANALYSIS

The project site is 420 acres that comprise two parcels: one is the original 120 acres owned by Polk County, and the other is an undeveloped 300-acre wooded parcel that was purchased with PARTF funding in 2018 and is now part of Polk County's Recreation Complex. This master plan also anticipates the addition of 140 acres purchased from Conserving Carolina.

Topography, Soils, Vegetation, & Hydrology

The site is currently wooded with a mixture of hardwood species on the upper elevations of the site and pine forest at the lower elevations. The south fork of White Oak Creek traverses through the property from the west to the east. White Oak Creek is a very small stream on the property with the minimal flow during the drier summer months. Topography ranges from slopes of 2% to 6% for those areas adjacent to the stream, to slopes in excess of 30-50% in some areas of the 300-acre forested tract. According to a report by Equinox Environmental Consultation & Design:

"Soils on the property vary widely due to this geology as well as the variability of topography and proximity to hydrologic resources. Soils within the more gently sloping, southern area of the property [now part of the Green River Gamelands and the potential 140+ acre parcel] generally consist of clay loams with moderately coarse textures and very low infiltration rates. Soil types along the steeper slopes along the northeastern and northwestern boundaries [the 300-acre parcel] are much stonier; these soils have high infiltration rates, poor water holding capacity, and the depth to the water table is generally greater than six feet." (Environmental Site Assessment Report, Dec. 2016)

The property to the south and north is developed for single-family residential usage with less than 2 homes per 5 acres.

The property adjoining the tract on the east is a now-vacant manufacturing facility. A 180,000 square foot building housed a textile weaving business and the surrounding property includes parking lots and grassed areas. In 2004 the lake on this property was transferred to Polk County to become part of the Recreation Complex and is now Laughter Pond, a regularly-stocked fishing pond.

Wetlands

There are no floodplains or wetlands that must be considered on this site. There are no known archaeological or historic sites on the property. An archaeologist has not surveyed the site.

Existing Structures

The As-Built original project from 2004 resulted in three baseball/softball diamonds, a large playground, a basketball court, walking trails, handicapped parking and regular parking, two picnic shelters, tennis courts, a handicap-accessible fishing pier, a maintenance building, and a concession stand/restroom building. The original plan for the Recreation Complex included multiple soccer fields, an amphitheater, an additional baseball field, shuffleboard courts, a sand volleyball court, a senior center, a community center, and a pool, but funding ran short and the project was modified to the existing facilities.

Construction also included installing a 25-foot vegetative buffer on either side of White Oak Creek to add to the overall aesthetics of the park, protect the creek and its bank from erosion, and add value to the walking trails, which run parallel to the creek at several points. The original facilities also included some vital passive activities that could be used by all ages but were designed especially for active seniors. A handicapped, accessible fishing pier was constructed on Laughter Pond and picnic areas were built in the same vicinity.

The site has a high-pressure natural gas line crossing the property from the south to north near the western boundary. There is also a small-diameter natural gas line crossing the site from Silver Creek Road on the north to serve the former textile manufacturing facility. Other utilities include an electric power transmission that crosses the property from the south to north near the western boundary. From this line, an overhead power transmission line conveyed power to the textile manufacturing facility.

Two water storage tanks are located on the site and provided water for the adjoining textile manufacturing facility. The smaller 58,000-gallon steel tank provided potable water for the plant and the larger 110,000-gallon steel tank provided fire protection water. A 6" and 12" water line crosses the property from the tanks to the adjoining textile manufacturing facility.

Public Access

As a result of the site's designation as a school site, activities restricted because of the middle school were diverted to ensure compliance. The 35-acre school site has been leased to the Polk County School System for its exclusive use. An extensive lease agreement was negotiated between the Polk County Government and the Polk County Board of Education, which will serve as the Joint Use Agreement. The agreement and a map showing the approximate boundaries of this agreement are attached to this plan.

RECREATIONAL NEEDS

Polk County's population estimate in 2019 was 20,724, according to the U.S. Census. This represents a 24% increase over the previous decade. Population density, which is low by state standards, is increasing. In Polk County, which is 238 square miles, it is currently 77.04 as compared to 165.25 over 48,711 square miles for the State. It is

critical for the County to provide more diverse recreational services for a population of this size.

At the time of the original master plan for the site, there was a growing percentage of residents over the age of 65, so there was a need for passive recreational opportunities that catered to active seniors. The Recreation Complex has met that need with paved walking trails and a natural surface hiking loop. Currently, however, the trend has shifted to show a rising population of younger people, creating a need for more varied opportunities for outdoor recreation such as mountain biking, disc golf, and family games. The COVID-19 pandemic of the last year has also led to an increase in use of outdoor facilities and has drawn attention to the maintenance and renovation needs of the Complex.

Polk County's Parks and Recreation Department has held public meetings and has conducted multiple surveys over the last two decades to keep in touch with how the public feels about recreational offerings. The first surveys, done in 1999 and 2003, showed demand for youth baseball/softball, which supported the fields in the original Master Site Plan. Finally, one of the most important needs initially identified is that of a large park capable of providing multiple recreation opportunities. What was needed at the time was a Community Park designed to serve the entire community. Centrally located, it needed to be many acres with opportunities for both active and passive recreation. The original Master Site Plan was a direct response to that identified need, and this updated Master Site Plan addresses the updated needs of the community and the Recreation Complex based on our most recent public meetings and surveys.

Our most recent survey, which was concluded in April 2021, directly informs this updated Master Site Plan in the following ways:

- There was a need in 2004 for a community center with indoor facilities, meeting rooms, and public classrooms. The last survey also supports this need, as 64.8 percent of respondents saw a need for a community recreation center and/or indoor pool. This need will be met by a YMCA-built recreation center, which is potentially going to be built in the next few years, and so a community recreation center is no longer a part of this site plan.
- The additional recreation facilities in this updated Master Site Plan were supported in the survey, and decided upon based on what was available elsewhere in the county and what could be provided within the Recreation Complex:

Facility	Percent of respondents in support
Unpaved Trails	57.8
Accessible Facilities	15.4
Disc Golf	12.4

Cornhole	21.4
Horseshoe Pits	9.2
Bike Pump Track	14.8

This updated plan will ensure that the Recreation Complex continues to offer recreational opportunities for every age group and a variety of interests in this small county.

PROGRAM DESCRIPTION

The main purpose of the park is to be a space where people of different interests and abilities have facilities designed for them. Adults can play basketball while their children are playing on the nearby playground. A beginner mountain biker can practice skills on the pump track while an experienced cyclist can hit the trails for the entire day. Groups or individuals can use the perimeter to play disc golf while retirees or people on their lunch break walk the paved trails around the baseball diamonds.

The park will be used by the public in ways that cater to the needs of all user groups:

- The baseball and softball facilities have teams, tournaments, and leagues operating for young people and adults.
- Most facilities such as the playground, horseshoe pits, cornhole courts, and disc golf are/will be used on a desired-use basis without extensive scheduling.
- Only the large picnic area is reserved on occasion by large groups. Outdoor basketball use is on a walk-in basis except when tournaments are planned.
- The various trails are designed to be used on an as-needed basis by walkers, runners, and mountain bikers unless there is a special event such as a mountain bike race or similar competition.
- The bike pump track will be used on an as-needed basis unless there is a competition or tournament.
- Tennis lessons on the outdoor courts and tournaments are tentatively planned if there is sufficient interest. Otherwise, usage is first-come, first-served.
- Canoe classes are planned for Laughter Pond. Other classes are possible if there is interest in different types of fishing techniques.

The entire park is used for the County's Summer Day Camp and Homeschool Meetups. The camp is for young people ages 4 to 13 and they will be using the various facilities extensively. It will be a priority, however, to ensure that the park always remains open to the general public.

PHYSICAL NEEDS

The Recreation Complex is on existing County-owned land, and the addition of 300 acres in 2018 has created an ideal situation to expand the types of recreation to the

public. This updated Master Site Plan will require the county to acquire 140 additional acres from Conserving Carolina so that the proposed mountain bike trail network can be completed and a greenway can be created to connect future workforce housing, built to the south of the existing property, to the Recreation Complex.

All of the necessary roads, parking lots, and buildings that were outlined in the original Master Site Plan have been completed. The first phase of the Little White Oak Mountain Trail Network will fund the construction of the first 5.4 miles of the trails. The first phase of the trails will be built on the land that connects the existing Polk County Recreation Complex and Polk County Middle School as well as the 300 acres of land added to the complex in 2018. The proposed project will include two picnic areas and an outdoor classroom that will be available for anyone to use to brush up on their outdoor education. Polk County will also install a bike repair station, renovate the nearby playground to better accommodate users of all abilities, refinish the restrooms, and install a new cornhole and horseshoe station. These additions are projected to be completed by December 2024.

In addition to these amenities and the trail construction, this updated Master Site Plan includes refinishing the tennis courts, installing a bike pump track in part of the current parking lot, and creating a disc golf course around the perimeter of the complex. These additions are projected to be completed in the next five to seven years.

COST ESTIMATES

The project cost estimate is \$942,848. The detailed cost estimate form is provided on the following page. For the first phase of the trails, outdoor classroom, and additions/renovations to be completed by December 2024, a PARTF application will be submitted for \$336,000 and matching funds will be provided by Polk County, a Polk County Community Foundation Grant, and a bargain sale of the 140-acre parcel by Conserving Carolina. For the second phase of the trails, an RTP application will be submitted for \$100,000 using the same Polk County Community Foundation Grant and Polk County funds as a match.

For the rest of the improvements/renovations, totaling \$64,400, Polk County will provide the funds, with contributions from community sponsorships and other grants.

SITE PLANS/ILLUSTRATIONS

Attached to this narrative is the site plan for the Recreation Complex. It indicates via color-coding what facilities we are including in Phase I and what facilities are planned for subsequent phases.

PUBLIC INVOLVEMENT

There is overwhelming support for this plan among the community. Polk County Parks and Recreation has held regular trail committee meetings to gauge interest in the

proposed trail network. Committee members and attendees have repeatedly expressed their support of the project, noting that there are few opportunities for mountain bikers to safely enjoy the scenery and the sport. Committee members and residents who were inspired by similar biking parks around North Carolina, including Rocky Knob Mountain Bike Park and Fire Mountain Trails, have also discussed how the proposed trail network would benefit residents and support the local economy by attracting mountain biking tourists to the county.

When updating this plan, several key stakeholders in the community were involved, as well as the Recreation Advisory Board. Survey data was used to support the added recreation facilities and renovations.

Both the Master Site Plan and the PARTF project of Phase 1 have been presented to local community groups, and have received a high level of support and excitement. The county commissioners have approved past iterations of the trails project, but the PARTF funding to proceed has not been granted in the past. The updated site plan, which now includes the trails project and planned improvements for the rest of the Complex are expected to strengthen the application as well as bolster the opportunities available to everyone.

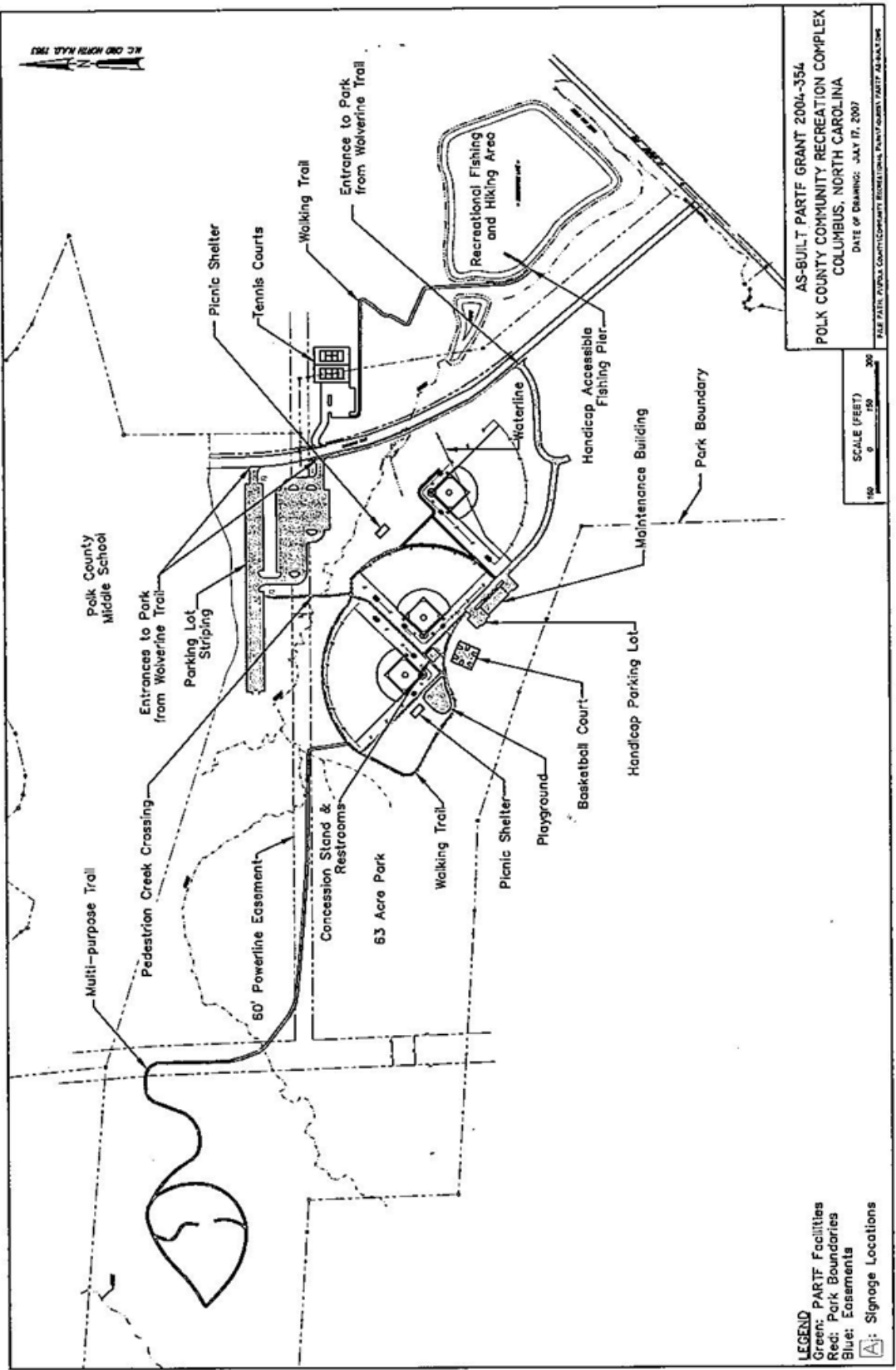
UPDATED MASTER PLAN COST ESTIMATES

Building Cost			
Project Elements	Unit	Unit Cost	Total Item Cost
Trail Construction	5.4 miles (28,450 ft)	\$8.50/ lin. ft	\$ 241,844
Outdoor Classroom (wooden work /picnic tables, chalkboard wall, pavers, storage shed)			\$ 1,800
Picnic Areas (2 total areas, each with 2 tables on a gravel pad)			\$ 3,740
Bike Repair Station			\$ 1,000
Playground Renovation			\$ 7,200
Building Refinishing			\$ 5,000
Cornhole/Horseshoes			\$ 200
Cost to Build			\$ 260,784
Contingency for the Cost of Building			
Contingency		2%	\$ 5,216
Value of Land to be Purchased/Donated			
Land Acquisition (Bargain Sale)	140 acres (Sale Price=\$100,000)	\$2900/acre	\$ 406,000
Trail Construction Phase 2	4.6 miles (24,288 ft)	\$8.50/lin. Ft	\$ 206,448
Disc golf course			\$ 14,400
Bike Pump Track			\$ 30,000
Tennis Court Renovations			\$ 20,000
Total Cost			\$ 942,848

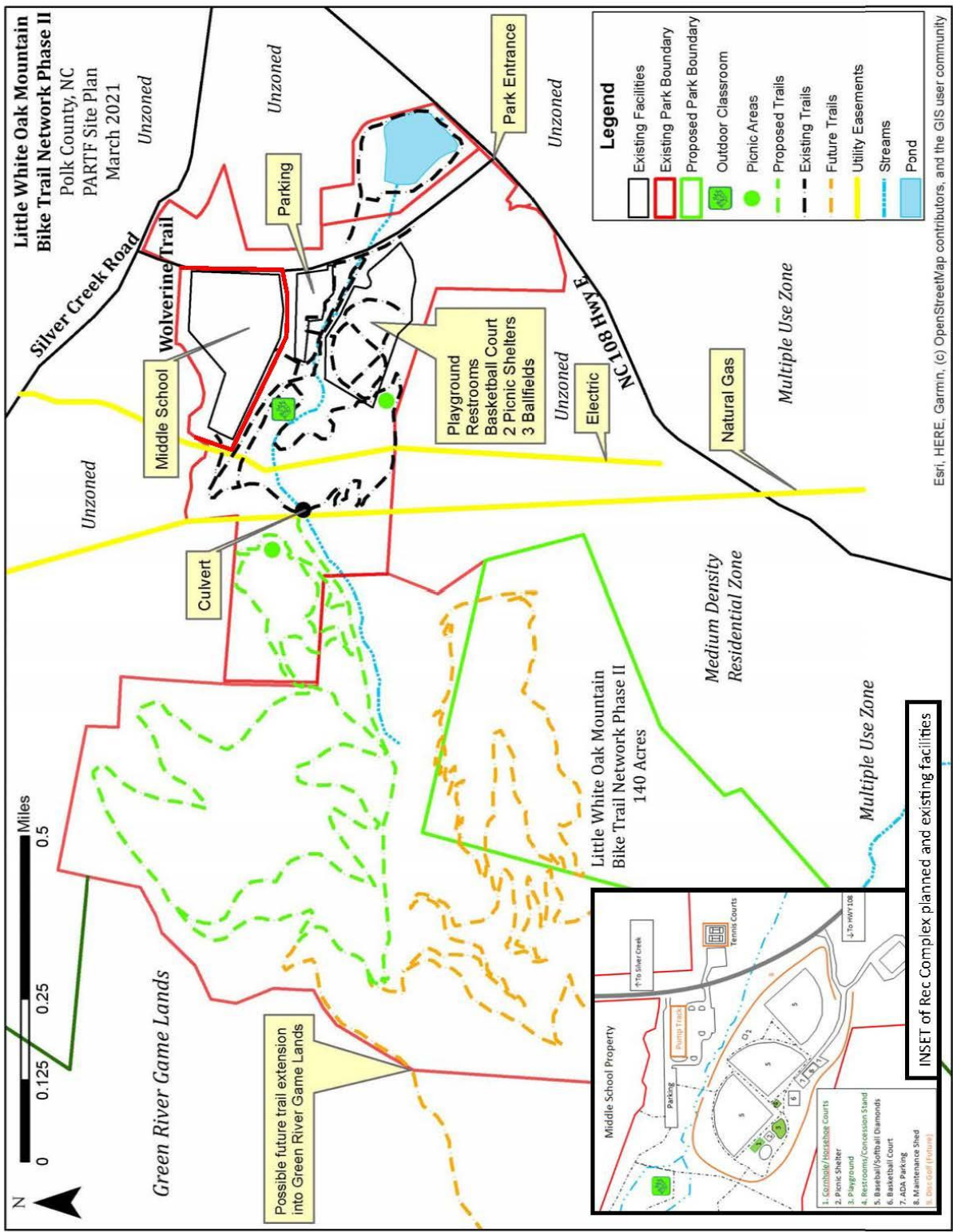
Matching Funds for PARTF Request (50% match)	Amount
Donated Land Value	\$ 306,000
Community Foundation Grant	\$ 20,000
Cash	\$ 10,000
Total	\$ 336,000

Matching Funds for RTP Request (25% match)	Amount
Community Foundation Grant	\$ 20,000
Cash	\$ 5,000
Total	\$ 25,000

Original Site Construction



Current PARTF Project Plan



POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 9.

ATTACHMENTS:

Description	Type	Upload Date
PARTF grant information	Cover Memo	4/15/2021

Action Requested:

Suggested Motion:

Motion to approve submitting the PARTF grant application.

Project Description and Justification

Description

Little White Oak Mountain is a fond sight for many Polk County locals who associate it with daydreaming in class as its picturesque peak can be seen from Polk County Middle School. Before the Great Recession, the mountain was slated to be developed with over 700 homes planned throughout the landscape. Fortunately, Conserving Carolina, a local land trust, intervened with the help of PARTF and purchased 1,068 acres of land on Little White Oak Mountain to preserve it for recreational and conservation use. Conserving Carolina has divided the land between the Green River Game Lands, which acquired 900 acres, the Housing Assistance Corporation, which took 30 acres to build affordable workforce housing, and 300 acres for Polk County. With this land, Polk County is excited to open a new chapter in outdoor recreation with the proposed Little White Oak Mountain trail network project. Once completed, the Little White Oak Mountain Trail Network will consist of 10-miles of multi-use trails that will be the first in the community designed specifically for mountain biking.

The application for the first phase of the Little White Oak Mountain Trail Network will fund the construction of the first 5.4 miles of the trails. The first phase of the trails will be built on land that connects the existing Polk County Recreation Complex and Polk County Middle School. With these two user groups in mind, the proposed project will include two picnic areas and an outdoor classroom that will be available for anyone to use to brush up on their outdoor education. Polk County would also install a bike repair station, renovate the nearby playground to better accommodate users of all abilities, refinish the restrooms, and install a new cornhole and horseshoe station. In addition to these amenities and the trail construction, this funding will allow Polk County to purchase 140 acres of land from Conserving Carolina that connects the Little White Oak Mountain property to the new workforce housing complex. Future phases of the Little White Oak Mountain Trail Network will expand the project to its full 10-mile length and build a greenway to connect with the housing complex.

Justification

When Polk County Parks and Recreation first proposed the Little White Oak Mountain Trail Network, the community responded very positively. The initial public meeting, before the acquisition of the 300 acres closed in 2018, showed that the public wanted to see more outdoor recreation opportunities, primarily hiking trails, biking trails, and greenways. In 2019, Polk County opened a survey to assess the community's opinion of the Parks and Recreation Department. The initial survey was open for over a year and collected over 400 responses from residents. Recently, the survey was opened again to gain more responses and better gauge public interest. Again, the vast majority of respondents indicated that they would most be interested in adding multi-use trails to Polk County.

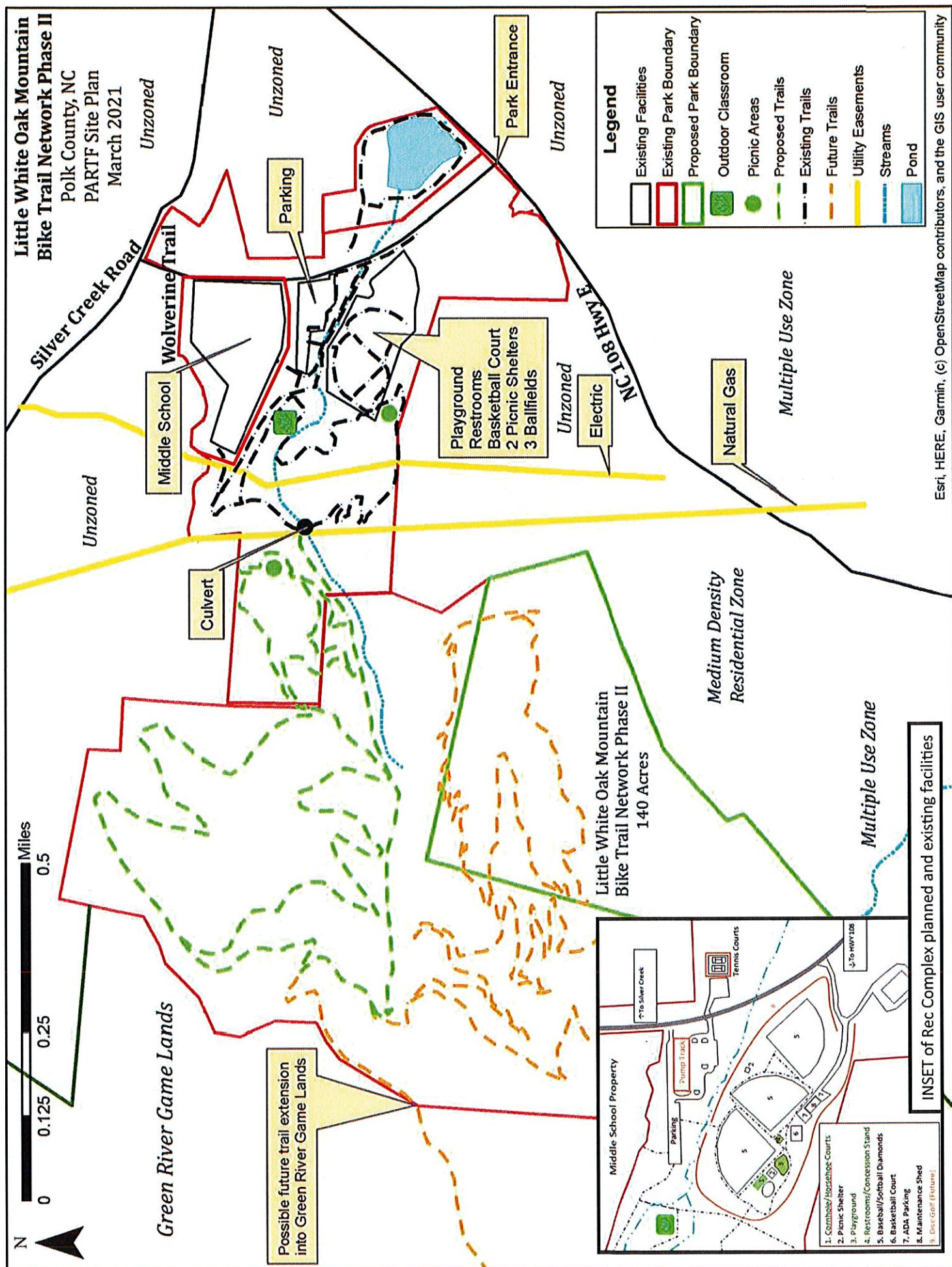
Polk County Parks and Recreation has also held regular trail committee meetings to gauge interest in the proposed trail network. Committee members and attendees have overwhelmingly expressed their support of the project, noting that there are few opportunities for mountain bikers to safely enjoy the scenery and the sport. While bikes are allowed on existing trails in the Green River Game Lands, the trails are repurposed logging roads that were not built for biking and are extremely challenging and dangerous. The proposed Little White Oak Mountain Trail Network will be designed to accommodate a variety of users including mountain bikers of all levels. Committee members and residents who were inspired by similar biking parks around North Carolina, including Rocky Knob Mountain Bike Park and Fire Mountain Trails, have also discussed how the proposed trail network would benefit residents and support the local economy by attracting mountain biking tourists to the county.

The location of the first phase of the Little White Oak Mountain Trail Network is advantageous for several reasons. First, its placement at the existing recreation complex, which has abundant parking, restrooms, and other amenities that will be available for trail users. Second, its proximity to Polk Middle Schools provides opportunities for students to learn and grow outdoors. School administration has expressed their support of the project and is excited to incorporate outdoor education into the curriculum with hiking and mountain biking clubs.

Source of Matching Funds

Little White Mountain Trail Network Phase I– Polk County

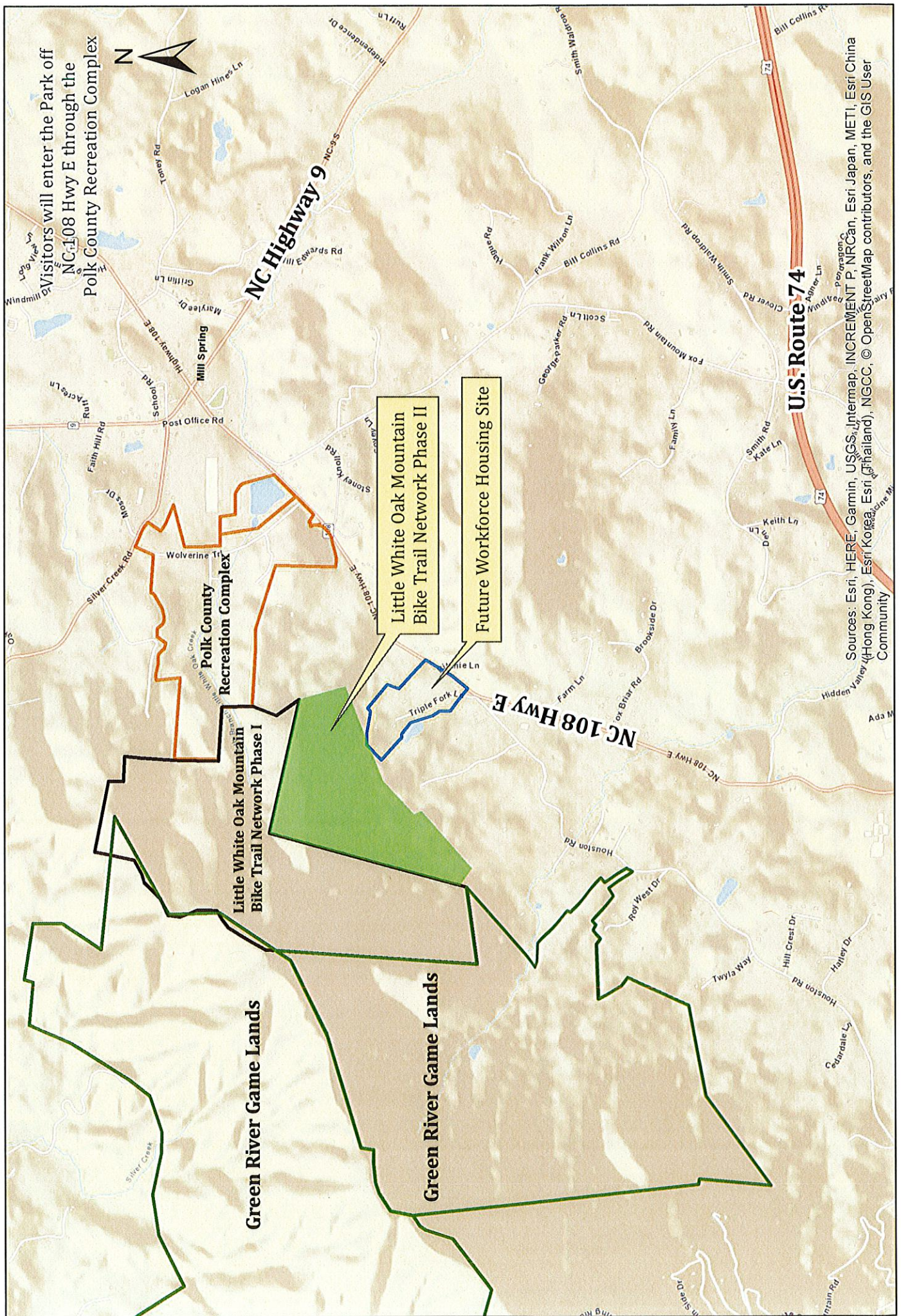
Sources of the Applicants Matching Funds			
Types of Matching Funds	Amount of Funds	Funding Source	Availability
Fee Simple Land Donation	\$306,000	Conserving Carolina	Pending PARTF Grant Approval
Community Foundation Grant	\$20,000	Polk County Community Fund	In Hand
Cash	\$10,000	Polk County	Town's Approved CIP
Total Matching Funds:	\$336,000		



Little White Oak Mountain Trail Network

235 Wolverine Trail, Mill Spring, NC

Latitude/Longitude: 35.29229, -82.185288



POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Cover Memo	4/19/2021

Suggested Motion:

Motion to adopt the proclamation recognizing public safety telecommunications.

PROCLAMATION RECOGNIZING PUBLIC SAFETY TELECOMMUNICATORS

WHEREAS, emergencies occur every hour of every day that require response from law enforcement, fire and rescue personnel, and/or emergency medical services; and

WHEREAS, the prompt response of the correct resources is critical to the life and safety of individuals, and the preservation of property; and

WHEREAS, those who respond to the emergency situation depend upon the detailed information obtained by the telecommunicators from those who dial 911; and

WHEREAS, public safety dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, public safety dispatchers are a vital link for our responders by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, public safety dispatchers are substantial contributors to law enforcement, fire and rescue response, and good medical outcomes; and

WHEREAS, in 1990, the United States Congress designated the second full week of April each year as a time to remember the critical role Dispatchers are tasked with in keeping our communities and citizens safe.

NOW, THEREFORE BE IT RESOLVED the Polk County Board of Commissioners does hereby support and recognize the important role of public safety telecommunicators.

Approved this 19th day of April, 2021.

POLK COUNTY BOARD
OF COMMISSIONERS

Tommy W. Melton, Chairman

ATTEST:

Ange' High, Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 11.

ATTACHMENTS:

Description	Type	Upload Date
Contract	Cover Memo	4/15/2021
Budget Amendment	Cover Memo	4/15/2021

Suggested Motion:

Motion to approve the purchase agreement.

Motion to approve the budget amendment.

STATE OF NORTH CAROLINA

COUNTY OF POLK

Site No.: 003519

Land Unit: 0040636

Project No.: 003519-464302

CONTRACT TO SELL AND PURCHASE REAL ESTATE

This Contract (this "Contract"), is made as of _____, 2021 (the "Effective Date"), by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, hereinafter referred to as "Seller", and **POLK COUNTY**, a body politic and corporate existing under the laws of the State of North Carolina, hereinafter referred to as "Buyer";

WITNESSETH:

That for and in consideration of the mutual covenants, agreements and undertakings set forth herein, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a fee simple interest in that certain real property, together with all the rights, easements, privileges, hereditaments and appurtenances pertaining thereto, hereinafter referred to as the "Property", located in Polk County, Columbus, North Carolina, as more particularly described as follows:

That certain tract, piece, parcel or lot of land located in Polk County, North Carolina, containing 2.055 ± acres, labeled "New Lot Area," as shown on the "Preliminary Plat" dated 11/11/2020, attached hereto as **Exhibit A** and incorporated herein by this reference. The Property was acquired by Seller pursuant to that certain deed recorded in Deed Book 118 at Page 82 in the Office of the Register of Deeds of Polk County (the "Registry").

1. **PURCHASE PRICE:** The total purchase price for the Property (the "Purchase Price") is Fifty Thousand and No/100 Dollars (\$50,000.00), to be paid in cash, or its equivalent, at Closing (as defined in Paragraph 9).
2. **POSSESSION:** Possession of the entire Property will be given to Buyer upon Seller's execution and delivery of the Deed to Buyer.
3. **INVESTIGATION PERIOD AND BUYER'S ELECTION:** Buyer shall have a period of time (hereinafter referred to as "Investigation Period") beginning on the Effective Date and concluding at 5:00 PM on the date which is ninety (90) days after the Effective Date, to conduct all studies, surveys and investigations of the Property, including environmental audits and testing (subject to the terms and provisions hereof) (hereinafter collectively referred to as "Investigations") to determine in Buyer's sole judgment if it is feasible for Buyer to purchase the Property; provided, however, Buyer shall not be entitled to conduct any environmental Investigations on the Property beyond a Phase I environmental site assessment (i.e., no sampling, drilling, etc.) without the prior written consent of Seller, which may be granted, withheld or conditioned in Seller's sole discretion. Buyer shall not interfere with normal business operations of Seller on the Property during the Investigation Period. Immediately upon completing the Investigations, Buyer, at its sole cost and expense, shall restore the Property to substantially the same or better condition as same existed prior to such Investigations. Buyer shall indemnify, defend and hold Seller harmless from and against any and all costs, liabilities, and claims, including legal fees and court costs, arising from, caused by, or resulting from, the action or inaction of Buyer, any agent or contractor or other representative of Buyer. Buyer's obligations contained within the immediately preceding two (2) grammatical sentences (collectively being the "Survival Obligations") shall survive the termination of this Contract and the Closing indefinitely. Buyer shall promptly provide Seller with the results of any Investigations made hereunder upon the completion thereof. If such Investigations do not, in the sole discretion of Buyer, warrant the purchase of the Property, then Buyer may deliver written notice to Seller, prior to the expiration of the Investigation Period, that it is not feasible for Buyer to purchase the Property, whereupon this Contract shall terminate, and neither Buyer nor Seller will have any further rights or obligations under this Contract (except for the Survival Obligations). The failure of Buyer to provide such notice of termination prior to the expiration of the Investigation Period shall be deemed conclusively a waiver of Buyer's termination rights under this Paragraph 3.

IF BUYER DOES NOT EXERCISE ITS RIGHT TO TERMINATE THIS CONTRACT PRIOR TO THE EXPIRATION OF THE INVESTIGATION PERIOD AS PROVIDED IN THIS PARAGRAPH 3, BUYER SHALL BE DEEMED TO BE SATISFIED WITH ALL ASPECTS OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION) AND SHALL ACCEPT THE PROPERTY AT CLOSING "AS IS" AND WITH ALL FAULTS.

4. **SELLER'S ENVIRONMENTAL INVESTIGATIONS:** Seller may, during the Investigation Period, conduct its own environmental testing on the Property to determine if, in Seller's sole discretion, the Property is environmentally acceptable for sale.

Seller may disclose, **without warranty**, the results of any environmental testing conducted by Seller to Buyer. Any disclosure relating to environmental issues shall contain the following disclaimer:

Attached you will find environmental information on the above referenced Property. The scope of Duke Energy Carolinas, LLC's environmental investigation does not include all possible contaminants. As a result, this report may not represent all the environmental considerations at the site. Duke Energy Carolinas, LLC encourages you to conduct your own environmental assessment of the Property to determine if the Property is suitable for your intended use.

*This information is provided to you for the purpose of assisting you in your own environmental assessment of the Property. **DUKE ENERGY CAROLINAS, LLC MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE EXISTENCE OF ANY ENVIRONMENTAL CONTAMINATION UPON THE PROPERTY, THE ACCURACY OF THE INFORMATION SUPPLIED OR THE SUITABILITY OF THE PROPERTY FOR ANY SPECIFIC USE.***

5. SELLER'S ELECTION: Should environmental investigations conducted by either Buyer or Seller reveal the presence of hazardous materials on the Property, Seller may, at its sole option, elect to remediate said hazardous material in accordance with this Paragraph 5 or to terminate this Contract, and after such termination, neither party shall have any further rights or obligations hereunder, except for the Survival Obligations. Buyer agrees that if Seller elects to remediate said hazardous material, Seller shall have access to the Property subsequent to Closing to perform remediation operations. Buyer further acknowledges and agrees that upon completion of any remediation of hazardous material by Seller hereunder that certain hazardous materials may remain on the Property provided the levels of such remaining hazardous materials are deemed acceptable by state and federal guidelines. Subject to the foregoing, Seller agrees that if remediation operations are performed, the Property will be restored to a condition comparable to its condition on the date of commencement of remediation, except for the hazardous materials that are remediated.

6. SURVEY: Buyer may cause a survey of the Property, at Buyer's expense, to be performed by a North Carolina Registered Licensed Surveyor. Seller, at Seller's expense, may cause a boundary survey of any rights of way to be reserved by Seller to be performed by a North Carolina Registered Licensed Surveyor. Said survey shall be provided to Buyer at least ten (10) days in advance of Closing

7. CLOSING COSTS AND PRORATIONS: All due and payable City and County ad valorem taxes for the Property for the year in which the Closing occurs shall be prorated to the date of Closing and shall be paid by Buyer. Seller shall pay any and all ad valorem taxes for the Property for all years preceding the year of Closing prior to Closing.

Seller shall pay the cost of any documentary or revenue stamps required to be paid in connection with the recording of the Deed and for the costs of preparing and recording any instruments required by Seller, Seller's attorney, or Seller's lender.

Buyer shall be responsible for the recording of the Deed. Buyer shall pay for preparation and recording of any and all instruments required by Buyer, Buyer's attorney or Buyer's lender.

8. DEED: The special warranty deed conveying the Property from Seller to Buyer (the "Deed") shall be prepared by Seller and submitted to Buyer for review at least five (5) days in advance of the Closing. With regard to the legal description of the Property to be included in the Deed, Seller may, in its sole discretion, take such legal description from its acquisition deed, from existing property descriptions or surveys in Seller's possession, or from Buyer's survey of the Property (if any).

9. CLOSING: The closing of the transaction contemplated by this Contract (the "Closing") shall take place on or before May 30, 2021. Closing shall occur at the offices of Buyer's closing attorney or at a location mutually acceptable to both Buyer and Seller.

10. CONDITION OF TITLE: The Deed shall contain the following exceptions (the "Permitted Exceptions"):

- (a) An electric distribution line right of way/easement being twenty feet (20') wide, as shown and labeled "EXISTING DUKE ENERGY RIGHT OF WAY TO BE RESERVED," as shown on Exhibit A, said easement to be reserved in the Deed substantially in the form shown on Exhibit B, attached hereto and incorporated herein by this reference.
- (b) Public streets and roads, visual easements, restrictions, and recorded rights of way.
- (c) All matters of survey and recorded plats (including matters that would be revealed by a current, accurate physical survey of the Property).

- (d) All easements, restrictions, rights of way and all other matters of record and all matters that would be revealed by a physical inspection of the Property.
- (e) Lien of the First and Refunding Mortgage given to The Bank of New York Mellon Trust Company, N.A. (formerly known as JPMorgan Chase Bank, N.A.), successor Trustee to Morgan Guaranty Trust Company, dated December 1, 1927, recorded in Book 45 at Page 74 in the Registry (as amended). Seller agrees to apply for, obtain and record a release of said lien of Mortgage within one (1) year from the date of Closing and shall indemnify and save harmless Buyer from any and all damages, costs and expenses relating to Sellers failure to obtain the release of said Mortgage.

Seller shall provide Buyer with such affidavits as may be reasonably required by Buyer's title insurance company attesting to the absence of any unrecorded materialmen's liens relating to the Property. Acceptance by Buyer at Closing of the Deed from Seller shall constitute full performance by Seller in accordance with this Contract, except for warranties specifically provided herein (if any) that expressly survive the Closing

If Buyer shall discover any matters affecting the Property, other than the Permitted Exceptions, Buyer shall advise Seller in writing of any such matters to which it objects prior to the expiration of the Investigation Period, and Seller shall have a period of twenty (20) days from the date Seller receives such notice of said objections in which to remedy said objections to the reasonable satisfaction of Buyer or to refuse to remedy any such objections. In the event said objections are not cured or remedied within such twenty (20) day period or Seller refuses to remedy any such objections, then Buyer shall be entitled to terminate this Contract by giving written notice of such election to Seller within ten (10) days following the earlier of (i) the date Seller notifies Buyer of its refusal to satisfy any such objection(s), or (ii) the end of such twenty (20) day period, in which event neither party shall thereafter have any obligations hereunder, except for the Survival Obligations.

11. ASSIGNMENT: Seller specifically reserves the right to assign this Contract in connection with a tax-free exchange. Buyer shall be entitled to assign this Contract, but not without the prior written consent of Seller (which may be withheld, conditioned or delayed in Seller's sole discretion).

12. DEFAULT AND REMEDIES: In the event Seller fails to perform any of the conditions or obligations of Seller under this Contract and Seller does not commence to cure such failure within twenty (20) days after receiving written notice thereof from Buyer, Buyer, as its sole and exclusive remedy, shall be entitled to either (i) terminate this Contract, after which Buyer and Seller shall have no obligations to one another hereunder except for the Survival Obligations, or (ii) commence an action against Seller for specific performance of this Contract. In the event Buyer defaults or fails to perform any of the covenants and conditions of this Contract, then Seller shall be entitled to terminate this Contract.

13. TAX-FREE EXCHANGE OPTION: Buyer understands and acknowledges that a material inducement to Seller's entry into this Contract is the right of Seller to structure the transaction contemplated by this Contract so as to qualify as a tax-free exchange of like-kind property in compliance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended ("Section 1031"). Buyer agrees to cooperate in all reasonable respects to allow Seller to structure the transaction contemplated in this Contract as a like-kind exchange in compliance with the provisions of Section 1031 and the regulations promulgated thereunder.

14. NOTICES: Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, Airborne, etc.) or (iv) sent by facsimile (with the original being sent by one of the other permitted means provided in this grammatical paragraph) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile (if sent by facsimile, provided the original is sent by one of the other permitted means as provided herein in this grammatical paragraph). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

NOTICE TO SELLER: Duke Energy Carolinas, LLC
Data & Document Management DEC22A
550 South Tryon Street
Charlotte, North Carolina 28202

NOTICE TO BUYER: Polk County
Attn: County Attorney
40 Courthouse Street
Columbus, North Carolina 28722

15. APPLICABLE LAW: This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

16. RISK OF LOSS, DAMAGE OR REPAIR: Until Closing, the risk of damage or loss to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged between the Effective Date and Closing so that it cannot be conveyed in substantially the same condition as it was as of the Effective Date, Buyer may elect to terminate this Contract, and neither party shall thereafter have any rights or obligations hereunder, except for the Survival Obligations. Except for maintaining the Property as provided herein, Seller shall have no responsibility for the repair of the Property, including any improvements, unless both parties agree in writing.

17. AGENTS: Seller and Buyer represent and warrant to each other that there are no brokers, agents or other persons who are or will be entitled to a commission, fee or other similar compensation relating to this Contract or the transactions contemplated hereby other than the following:

For Buyer: _____

For Seller: _____

Each party agrees to defend and hold harmless the other in the event any claim for commission should be brought against either party for payment of any alleged commission allegedly due because of the acts or alleged acts of the other party.

18. SURVIVAL OF WARRANTIES AND CONDITIONS: Except as otherwise expressly provided herein, all conditions, warranties, representations and agreements made herein shall survive Closing and delivery of the Deed for a period of six (6) months.

19. ENTIRE AGREEMENT: This instrument (and any exhibits or addenda attached hereto) contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreement or instruments are merged herein. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

20. MISCELLANEOUS:

- a. The provisions of this Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs and permitted successors and assigns, as may be applicable.
- b. TIME IS OF THE ESSENCE in this Contract. In addition, if the final day of any period of time set out in any provision of this Contract, falls on a Saturday, Sunday or holiday recognized by Bank of America, N.A., or any successor thereto ("Bank of America"), in Charlotte, North Carolina, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by Bank of America in Charlotte, North Carolina.
- c. No presumption shall be created in favor of or against Seller or Buyer with respect to the interpretation of any term or provision of this Contract due to the fact that this Contract was prepared by or on behalf of one of said parties.
- d. The captions used in connection with the paragraphs of this Contract are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract or be used in interpreting the terms and provisions of this Contract.
- e. This Contract may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto,

and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

- f. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.
- g. Each party hereto represents and warrants to the other party that the execution of this Contract and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed, this the _____ day of _____, 2021.

SELLER:

DUKE ENERGY CAROLINAS, LLC
a North Carolina limited liability company

By: _____

Name: _____

Title: _____

BUYER:

POLK COUNTY
a body politic and corporate existing under the laws of the
State of North Carolina

By: _____

Name: _____

Title: _____

EXHIBIT B

OVERHEAD DISTRIBUTION LINE RIGHT OF WAY

Grantor for itself, its successors and assigns, reserves over and across the land conveyed in fee above, a perpetual easement and right of way for the purposes hereinbelow set out, and consisting of the following rights, privileges and easements to wit

Grantor reserves for itself, its successors and assigns, a perpetual easement and right of way for the purposes hereinbelow set out, over and across the portion of the Property more particularly shown on the Plat labeled "EXISTING DUKE ENERGY RIGHT OF WAY TO BE RESERVED " (the "Overhead Distribution Strip"). Within the Overhead Distribution Strip above referred, Grantor shall have the right to construct, maintain and operate with poles, lighting fixtures, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and/or providing lighting services and for the communications purposes of the Grantor and regulated telephone utilities. The following rights are also reserved by Grantor: to enter said Overhead Distribution Strip to inspect said lines, equipment and facilities; to perform maintenance and repairs, and to make alterations and additions thereto; to remove from the Overhead Distribution Strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines or other facilities or equipment and trees of any species that Grantor determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines or facilities or equipment; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Overhead Distribution Strip which, in the opinion of Grantor, might interfere with or fall upon the electric, lighting, telecommunications, or other communications facilities within the Overhead Distribution Strip; and to install guy wires and anchors extending beyond the limits of the Overhead Distribution Strip.

Grantor further reserves the right to relocate its facilities and Overhead Distribution Strip over the Property to conform to any future highway or street relocation, widening or improvement.

FB Approp & Transfer

BUDGET AMENDMENT: Appropriate Fund Balance and Transfer

DATE: 4/19/2021 BOC Meeting

BATCH #:

LINE

From Fund: **Capital Reserve**

(for accounting use only)

To Fund: **General Fund-Governing Body/Legal**

Amendment # : **Fund Balance #9-F; Transfer #80**

Capital Reserve

Description	GL ACCOUNT #	Amount
Transfer out	22-8168-9800-0	\$ 51,644
Fund Balance Approp	22-3991-0000	\$ (51,644)

General Fund

Description	GL ACCOUNT #	Amount
Transfer-in	10-3980-0000	\$ (51,644)
Gov Body-Land	10-4110-0570-0	\$ 60,000
Legal-other	10-4150-4990-0	(8,356)

EXPLANATION: To appropriate fund balance from Capital Reserve and transfer to Governing Body and transfer the remaining from legal other administrative to purchase land

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

April 19, 2021 Regular Meeting

Agenda Item#: 12.

ATTACHMENTS:

Description	Type	Upload Date
Project Ordinance	Cover Memo	4/19/2021

Suggested Motion:

Motion to approve the Project Budget Ordinance.

PROJECT BUDGET ORDINANCE
Polk County High School HVAC Project

**Original
Budget
4/19/2021**

Total Expenditures	\$ 6,200,000
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Total Revenues	\$ 6,200,000
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FINANCE OFFICER

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