Call to Order
1. Chairman Melton

Invocation
2. Commissioner Beiler

Pledge of Allegiance
3. Chairman Melton (special video)

Approval of Agenda
4. Motion to approve agenda.

Consent Agenda - Motion to approve consent agenda items 5-7.
5. Approve the May 20, 2019 budget work session & regular meeting minutes.
6. Tax refund requests through May 28, 2019 in the amount of $1,043.66.
7. Local Water Supply Plan Resolution.

Citizen Comment(s)
8. Agenda Items
9. Non-Agenda Items

Agenda Item(s)
10. Budget Calendar Revision - County Manager Pittman.
    
    **Motion to approve the revised budget calendar.**
11. Cancel the June 3, 2019 public hearing scheduled at the May 20, 2019 BOC meeting - Joshua Kennedy, Consolidated Human Services Agency Director.
    
    **Motion to approve the cancellation of the June 3, 2019 public hearing scheduled at the May 20, 2019 Board of Commissioners meeting.**
    
    **Motion 1 - Motion to approve the Go Energies Fuel Project.**
    **Motion 2 - Motion to approve the Fuel Tanks Project Budget Ordinance in the**
amount of $30,000.

   **Motion to approve the 2019/2020 proposed costs for water quality monitoring at the Highway 9 Landfill.**

   **Motion to approve the 2019/2020 proposed costs for solid waste services and related engineering services.**

15. Amendment to Solid Waste Agreement with Republic Services - Larry Walker, Solid Waste Director.
   **Motion to approve the amendment to the solid waste agreement with Republic Services.**

16. Appoint two members to the Region Wide Comprehensive Transportation Plan Steering Committee - County Manager Pittman.
   **Motion to appoint (names of 2 appointees) to the Region Wide Comprehensive Transportation Plan Steering Committee.**

**Volunteer Boards**

17. One application to review for the Recreation Advisory Board.

**Commissioner Comment(s)**


**Adjournment**

19. Motion to adjourn.
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 5.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/20/19 Budget Work Session Draft Minutes</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
<tr>
<td>5/20/19 reg Meeting Minutes draft</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>
POLK COUNTY
BOARD OF COMMISSIONERS’ BUDGET WORK SESSION
Monday, May 20, 2019, 1:00pm
Emergency Management Office (EMO), Womack Building
Columbus, NC
MINUTES

PRESENT: Chairman Melton, Commissioner Beiler, Commissioner Gasperson and Commissioner Johnson. (Vice-Chairman Yoder arrived at 2:00pm) Also in attendance were County Manager Pittman, Clerk to the Board High, staff and citizens.

1. Call to Order - Chairman Melton called the meeting to order.

2. Elections – Cliff Marr, Elections Director and Sharon Goettert, Board of Election Chair were present. No changes were requested or made to the recommended budget.

3. Sheriff’s Department – Sheriff Wright and Captain Williams were present. No changes were requested or made to any of the Sheriff’s recommended budgets, Sheriff, School Resource Officers (SRO), Jail, and Animal Control.

4. Communications/911 – James McGuinn, Communications/911 Director was present. No changes were requested or made to the recommended budget.

5. Recreation – Jerry Stensland, Parks and Recreation Director was present. No changes were requested or made to the recommended budget.

6. Recreation Complex – Mickey Edwards, Maintenance Director was present. No changes were requested or made to the recommended budget.

7. Consolidated Human Services (CHSA) – Joshua Kennedy, CHSA Director was present. No changes were requested or made to any of the CHSA’s recommended budgets, Transportation, Public Health Department, Senior Services/Meeting Place, Department of Social Services, Veteran Services.

8. Solid Waste/Landfill – Larry Walker, Solid Waste Director was present. No changes were requested or made to the recommended budget.

9. Public Schools – Aaron Greene, Superintendent Polk County Schools was present. No changes were requested or made to the recommended budget.

   The meeting was recessed for ten minutes.

10. Rescue Squad – Captain James Smith and Larry Walker were present. No changes were requested or made to the recommended budget.
11. **Fire Tax Rate Increases** – Bobby Arledge, Emergency Management Director & Fire Marshal was present. No changes were requested or made to any of the recommended budgets for Columbus, Green Creek, Mill Spring, Saluda, Sunny View, and Tryon Fire Departments.

12. **Harmon Field Tax District** – Zach Ollis, Tryon Town Manager and Benny Smith, Harmon Field Board of Supervisors Chairman were present. They requested a tax rate increase from 0.334 to 0.045 to cover capital projects such as streambank restoration, and other facility renovations. The consensus of the Board was to change the recommended tax rate for the Harmon Field Tax District to 0.045.

Manager Pittman said Pangea has asked Polk County to contribute $10,000 for an assessment to identify resources and planning for future projects. He said both Rutherford County and Pangea will each also contribute $10,000 for the assessment. The consensus of the Board was to increase general fund balance appropriation by $10,000 adding it to Governing Body contracted services to fund the Pangea Assessment.

13. **Adjournment** – Commissioner Johnson moved to adjourn the meeting, seconded by Vice-Chairman Yoder and the motion carried unanimously.

---

**ATTEST:**

**POLK COUNTY BOARD OF COMMISSIONERS**

__________________________  ________________________

Angé High           Tommy W. Melton

Clerk to the Board    Chairman
PRESENT: Chairman Melton, Vice-Chairman Yoder, Commissioner Beiler, Commissioner Gasperson and Commissioner Johnson. Also in attendance were County Manager Pittman, County Attorney Berg, Clerk to the Board High, and citizens.

1. Call to Order Regular Meeting - Chairman Melton called the meeting to order.

2. Invocation – Vice-Chairman Yoder gave the invocation.

3. Pledge of Allegiance – Commissioner Beiler led the pledge. Chairman Melton welcomed special guest Michael Lutallo from Kampala, Uganda, who started an orphanage that now houses 320 children.

4. Approval of Agenda – Commissioner Johnson moved to approve the agenda as written, seconded by Vice-Chairman Yoder and the motion carried unanimously.

Consent Agenda

5. May 6, 2019 public hearing and regular meeting minutes.
6. Vaya Health Quarterly Report
7. Tax refund requests through May 8, 2019 in the amount of $145.00.
8. July-December 2019 Board of Commissioners' meeting schedule
   Commissioner Johnson moved to approve consent agenda items 5-8, seconded by Commissioner Beiler and the motion carried unanimously.

Citizen Comment(s)

9. Agenda Items – There were none.

10. Non-Agenda Items – There were none.

11. Juvenile Crime Prevention Council (JCPC) County Plan for FY 2019/20 – Barbara Leddy, JCPC Chair presented the county plan, a copy of which is incorporated by reference into these minutes. Commissioner Gasperson moved to approve the annual plan and funding, seconded by Commissioner Johnson and the motion carried unanimously.

12. World Equestrian Games (WEG) Grant Close Out Report -Bobby Arledge, Emergency Management Director and Fire Marshal presented the report. He explained the county spent $865,508.29 of the one million dollar grant to provide public safety during the 2018 World Equestrian Games. He said the remaining $134,491.71 is being requested by the North Carolina Department of Transportation (NCDOT) to reimburse them for their help with traffic and public safety during WEG.
   Commissioner Johnson moved to close out the WEG grant, and to allocate the remaining $134,491.71 to NCDOT, seconded by Commissioner Beiler and the motion carried unanimously.
13. Polk County Health Department (PCHD) Fee Schedule - Joshua Kennedy, Consolidated Human Services Agency (CHSA) Director presented the information. He asked the board to approve the current health department fee schedule as the Polk County Health Department’s fee schedule to enable them to begin accepting fees for environmental health permits on June 10, 2019, that will allow them to begin performing field work on July 1, 2019. Commissioner Gasperson moved to approve the Polk County Health Department fee schedule effective June 1, 2019, seconded by Vice-Chairman Yoder and the motion carried unanimously.

14. Schedule a Public Hearing – Joshua Kennedy, CHSA Director requested scheduling a public hearing to discuss the county submitting a 2019 Community Development Block Grant (CDBG) Neighborhood Revitalization (NR) application to the NC Department of Commerce. Commissioner Gasperson moved to schedule the public hearing for Monday, June 3, 2019 at 7:00 pm, seconded by Commissioner Johnson and the motion carried unanimously.

Volunteer Board Applications for Vote

15. Commissioner Gasperson moved to appoint Frank Monterisi to the Board of Adjustment, seconded by Vice-Chairman Yoder and the motion carried unanimously. Commissioner Gasperson moved to appoint Marc Blazar, Tracey Daniels, Christy Houser, and Cindy Viehman to the Economic and Tourism Development Commission, seconded by Commissioner Johnson and the motion carried unanimously.

16. The Commissioners thanked everyone for coming to the meeting.

17. Commissioner Johnson moved to go into closed session for the purpose of attorney client privilege seconded by Vice-Chairman Yoder and the motion carried unanimously.

18. Commissioner Johnson moved to return to open session, seconded by Commissioner Gasperson and the motion carried unanimously.

19. Vice-Chairman Yoder moved to adjourn the meeting, seconded by Commissioner Johnson and the motion carried unanimously.

ATTEST: POLK COUNTY BOARD
__________________________  _________________________ ___
Angé High           Tommy W. Melton
Clerk to the Board   Chairman
# AGENDA ITEM

June 3, 2019 Regular Meeting

**Agenda Item#:** 6.

## ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Refund Requests</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>
Memorandum

To: Polk County Board of Commissioners

From: Melissa Bowlin, Polk County Tax Administrator

Date: 5/28/2019

Re: Refund Request

<table>
<thead>
<tr>
<th>Taxpayer</th>
<th>Parcel</th>
<th>Amount</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLARK DAVID GILBERT</td>
<td>VEHICLE</td>
<td>$185.38</td>
<td>VEHICLE</td>
</tr>
<tr>
<td>GOLDSMITH STUART ROSS</td>
<td>VEHICLE</td>
<td>$233.06</td>
<td>VEHICLE</td>
</tr>
<tr>
<td>HUTCHERSON JANE BRADBURY</td>
<td>VEHICLE</td>
<td>$196.83</td>
<td>VEHICLE</td>
</tr>
<tr>
<td>JOENS CLIFFORD JOHN</td>
<td>VEHICLE</td>
<td>$188.23</td>
<td>VEHICLE</td>
</tr>
<tr>
<td>DANIEL MIRRIAM JARVIS</td>
<td>VEHICLE</td>
<td>$110.10</td>
<td>OVERPAYMENT</td>
</tr>
<tr>
<td>SALMINEN ARI JUHANI</td>
<td>VEHICLE</td>
<td>$130.06</td>
<td>VEHICLE</td>
</tr>
</tbody>
</table>

**TOTAL:** $1,043.66
### AGENDA ITEM

June 3, 2019 Regular Meeting

**Agenda Item #:** 7.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LWSP 2019</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>
RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Polk County Water System, has been developed and submitted to the Polk County Board of Commissioners for approval; and

WHEREAS, the Polk County Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Polk County Water System, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Polk County that the Local Water Supply Plan entitled, Polk County Water System dated May 8, 2019, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Polk County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 3rd day of June 2019.

Name: _____________________________________
Title: _____________________________________
Signature: _________________________________

ATTEST:
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised Budget Calendar</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to approve the revised budget calendar.
POLK COUNTY
Budget Calendar

February 18, 2019  Board discusses/approves Budget Calendar
February 21, 2019  County Departments Receive Budget Packets &
                   Guidance at Special Department Head Meeting
                   (All others will be mailed)
February 21-
March 15, 2019  All Departments & Agencies Prepare Budget Request
March 15, 2019   Fire Departments & Rescue Squad Submit Budgets to FRAC
March 15, 2019   County Departments Submit Budgets to Finance Department
March 18
March 27, 2019  Finance Inputs Budget Requests
March 27, 2019   Outside Agencies (including Rescue Squad) Submit Budget
                 Requests- Estimate if Necessary
March 28 -
April 11, 2019  Manager Reviews Requests & Meets with Department Mgrs.
April 12, 2019   All Budget Agency Final Requests are Due
April 15 -
April 26, 2019  Prepare Budget Presentation
May 6, 2019      Manager Presents Balanced Budget to Board of Commissioners
                 (Regular Meeting)
May 20, 2019     Board of Commissioner Budget Work Session - 1:00pm
                 (Regular meeting at 7:00pm)
May 21, 2019     Board of Commissioner Budget Work Session - 3:00pm
May 22, 2019     Advertise Public Hearing for Budget Ordinance
June 3, 2019     Board of Commissioner Budget Work Session - 6:00pm
June 17, 2019    Budget Public Hearing (Regular meeting)
                 Board of Commissioners Adopt Tax Levy and Ordinance
                 (Regular Meeting)
June 19, 2019    Publish Summary Available Notice
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 12.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Go Energies Proposal</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
<tr>
<td>Fuel Tanks Budget Project Ordinance</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion 1 - Motion to approve the Go Energies Fuel Project.
Motion 2 - Motion to approve the Fuel Tanks Project Budget Ordinance in the amount of $30,000.
CUSTOMER NAME: Polk County

EKOSYSTEM: /ÉKŌ/SIST/M/ NOUN; COMPLEX NETWORK OR INTERCONNECTED SYSTEM.

WE HAVE A MISSION—OUR MISSION IS TO NOT ONLY MANAGE YOUR FUEL EKOSYSTEM, BUT TO SIMPLIFY THE PROCESS BY OFFERING A HOLISTIC APPROACH AND MONITORING EVERY DROP OF FUEL THAT FLOWS INTO YOUR ENTITY.

WE THANK YOU FOR YOUR TIME AND THE OPPORTUNITY TO SPEAK WITH YOU ABOUT SOLUTIONS WE’RE PASSIONATE ABOUT.
Marche Pittman  
Polk County  
05.28.2019  

Dear Marche,

On behalf of the entire Go Energies team, I want to thank you for allowing us to provide you this quote and continue building on our existing relationship.

By submitting this document we hope to demonstrate how we can deliver a solid software platform and equipment package so Polk County can manage every drop of fuel... everyday.

Our corporate mission is to provide retail-caliber tools to organizations like Polk County for professional fleet and fuel management... so we appreciate the opportunity to earn your business.

Thank you again and we look forward to working with you! Please contact me directly if you have any questions.

Phil Dorroll

Phil Dorroll—President, Go Energies, LLC  
910.617.9075 | pd@goenergies.com

America’s fastest growing Private Companies  
Top North Carolina Companies  
Top Energy Companies  
Inc. 5000 #10 2014
Wayne/EKOS iX Dispenser

- The newest in fueling technology
- Embedded Card Reader in each dispenser for redundancy
- Easy Retrofit kit for your existing dispensers!
- Just like fueling at a retail gas station...easy for users.
- Cellular sync back to the Go Energies EKOS cloud eliminating all polling
- No conduit or trenching needed since the cellular device is installed inside the dispenser
- 70% fewer parts to replace
- Runs on 110 power
- 22 gallons per minute
- Can have a card reader on each side or on one side only.
# Fuel Island Equipment - (1) Dispenser

## Fuel Dispensing Site Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne IX (Single hose, single product dispenser)</td>
<td>1</td>
<td>$7,020.00</td>
</tr>
</tbody>
</table>

## Fuel Dispenser - Accessories

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel Accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husky 1&quot; High Flow nozzle - pressure activated</td>
<td>1</td>
<td>$127.40</td>
</tr>
<tr>
<td>Husky splash guard - diesel</td>
<td>1</td>
<td>$3.39</td>
</tr>
<tr>
<td>Husky #0087 - 1&quot; Swivel</td>
<td>1</td>
<td>$65.00</td>
</tr>
<tr>
<td>Husky #5812 1&quot; Breakaways</td>
<td>1</td>
<td>$83.20</td>
</tr>
<tr>
<td>1&quot; Breakaway Hose</td>
<td>1</td>
<td>$27.25</td>
</tr>
<tr>
<td>1&quot;x17&quot; hardwall hose</td>
<td>1</td>
<td>$107.51</td>
</tr>
<tr>
<td>Installation Materials</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8</strong></td>
<td><strong>$7,758.75</strong></td>
</tr>
</tbody>
</table>

## Fuel Controlling & Monitoring Equip

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ekos Wireless Communication (FCS) &quot;Brain&quot; for Wayne IX</td>
<td>1</td>
<td>$390.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1</strong></td>
<td><strong>$390.00</strong></td>
</tr>
</tbody>
</table>

## Installation Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Installation</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$2,500.00</strong></td>
</tr>
</tbody>
</table>

## Fees Other

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Setup Fee</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Freight on equipment</td>
<td>1</td>
<td>$260.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,260.00</strong></td>
</tr>
</tbody>
</table>

## Quote Manifest Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dispensing Equipment</td>
<td>$7,758.75</td>
</tr>
<tr>
<td>Total Fuel Control &quot;EKOS Brain&quot;</td>
<td>$390.00</td>
</tr>
<tr>
<td>Total Installation Services</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Total Fees Other</td>
<td>$3,260.00</td>
</tr>
<tr>
<td><strong>Total Equipment Manifest</strong></td>
<td><strong>$13,908.75</strong></td>
</tr>
</tbody>
</table>
# Fuel Island Equipment - (2) Dispensers

<table>
<thead>
<tr>
<th>Fuel Dispensing Site Equipment</th>
<th>Qty</th>
<th>Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne ix (single hose, single product dispenser)</td>
<td>2</td>
<td>$14,040.00</td>
</tr>
<tr>
<td><strong>Fuel Dispenser - Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diesel Accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husky 1&quot; High Flow nozzle - pressure activated</td>
<td>1</td>
<td>$127.40</td>
</tr>
<tr>
<td>Husky splash guard - diesel</td>
<td>1</td>
<td>$3.99</td>
</tr>
<tr>
<td>Husky #0087 - 1&quot; Swivel</td>
<td>1</td>
<td>$65.00</td>
</tr>
<tr>
<td>Husky #5812 1&quot; Breakaways</td>
<td>1</td>
<td>$83.20</td>
</tr>
<tr>
<td>1&quot; Breakaway Hose</td>
<td>1</td>
<td>$27.25</td>
</tr>
<tr>
<td>1&quot;x17&quot; hardwall hose</td>
<td>1</td>
<td>$107.51</td>
</tr>
<tr>
<td>Installation Materials</td>
<td>1</td>
<td>$585.00</td>
</tr>
<tr>
<td><strong>E10 Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husky 3/4&quot; Flow Nozzle - pressure activated (unleaded)</td>
<td>1</td>
<td>$75.73</td>
</tr>
<tr>
<td>Husky splash guard (unleaded)</td>
<td>1</td>
<td>$3.29</td>
</tr>
<tr>
<td>Husky #0350 3/4&quot; Swivel</td>
<td>1</td>
<td>$29.51</td>
</tr>
<tr>
<td>Husky 3/4&quot; breakaway</td>
<td>1</td>
<td>$72.80</td>
</tr>
<tr>
<td>Dayco 3/4&quot; Breakaway hose</td>
<td>1</td>
<td>$24.05</td>
</tr>
<tr>
<td>Dayco 3/4&quot; x 17&quot; Hardwall Hoses MXM</td>
<td>1</td>
<td>$82.42</td>
</tr>
<tr>
<td>High Hose retriever assembly with mounting plate - Optional</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>15</td>
<td>$15,326.65</td>
</tr>
<tr>
<td><strong>Fuel Controlling &amp; Monitoring Equip</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EkoS Wireless Communication (FCS) &quot;Brain&quot; for Wayne ix</td>
<td>1</td>
<td>$390.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1</td>
<td>$390.00</td>
</tr>
<tr>
<td><strong>Installation Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Installation</td>
<td>1</td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>Fees Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Setup Fee ($2,000 waived)</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Freight on equipment</td>
<td>1</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>Quote Manifest Summary</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Dispensing Equipment</td>
<td></td>
<td>$15,326.65</td>
</tr>
<tr>
<td>Total Fuel Control &quot;EkoS Brain&quot;</td>
<td></td>
<td>$390.00</td>
</tr>
<tr>
<td>Total Installation Services</td>
<td></td>
<td>$3,250.00</td>
</tr>
<tr>
<td>Total Fees Other</td>
<td></td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>Total Equipment Manifest</strong></td>
<td></td>
<td>$22,226.65</td>
</tr>
</tbody>
</table>
Thank you for the opportunity to present this proposal. We are excited to offer the following summary of your services, as well as your payment schedule.

**NEXT STEPS:**

1) Review and sign proposal

2) Optionally - Complete Fleet Card application, Fee Waiver, + Tax Exempt form (emailed separately)

3) *We can revise the proposal based on negotiate payment options*

*By signing below, I accept the solution option as referenced in this proposal and acknowledge that an invoice will be generated by Go Energies for the above services and that the invoice will be paid accordingly.*

---

**AUTHORIZED OFFICER SIGNATURE**

**AUTHORIZED OFFICER PRINTED NAME**

**TITLE**

**DATE**
COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
Fuel Tank Upgrade Project

BUDGET EXPENDITURES

<table>
<thead>
<tr>
<th>Original Budget</th>
<th>6/3/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvements</td>
<td>41-4190-5800-0</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

REVENUES

| Capital Project Fund Balance Appropriation | 41-3991-0000 | $30,000 |
| Total Revenues | $30,000 |

To update the old bus garage fuels tanks

Date approved & entered into the BOC minutes

COUNTY MANAGER __________________________ FINANCE OFFICER __________________________

-Project Ordinance: Fuel Tanks
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 13.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Monitoring Proposal</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to approve the 2019/2020 proposed costs for water quality monitoring at the Highway 9 Landfill.
Larry Walker  
Polk County  
P.O. Box 308  
40 Courthouse Square  
Columbus, North Carolina 28722

Re: Proposed 2019/2020 Route 9 Water Quality Monitoring Budget

Dear Mr. Walker,

Anchor QEA of North Carolina, PLLC, appreciates the opportunity to provide Polk County with this letter and costs (Table 1), which provide an estimate of fiscal year 2019/2020 costs for water quality monitoring at the Route 9 Landfill.

Scope of Services

Table 1 includes the estimated cost to perform the semiannual groundwater, surface water, and seep sampling and reporting at the closed Construction and Demolition Debris Landfill and closed Municipal Solid Waste Landfill at the Route 9 site. Sampling events will be completed in September 2019 and March 2020. Prior to sampling, the water level will be measured in each monitoring well to determine purge volumes and groundwater flow direction. During purging, pH, specific conductivity, dissolved oxygen, oxidation-reduction potential, turbidity, and temperature will be collected. Sampled locations will be analyzed for Appendix I (as defined in Appendix I of 40 Code of Federal Regulations, Part 258) volatile organic compounds and metals using appropriate laboratory methods. Samples will also be analyzed for 1,4-dioxane, as required by the May 29, 2018 memorandum from the North Carolina Solid Waste Section. Surface water samples will also be analyzed for hardness so that guidance levels can be calculated for certain metals. Sample locations will include the following:

- Monitoring wells: MW-01CD, MW-02CD, MW-04CD, MW-2R (assuming access is determined), MW-3R, and MW-4
- Surface water: SS-1, SS-2, and SP-1

One trip blank will be analyzed for Appendix I volatile organic compounds and for 1,4-dioxane.
Assumptions

Completion of the scope of services described herein in accordance with the budget and schedule is based on the following assumptions:

- Weather will not delay completion of sampling events.
- This scope does not include the sampling or analysis of Appendix II parameters (as defined in Appendix II of 40 Code of Federal Regulations, Part 258).
- This scope does not include attending any meetings with the North Carolina Department of Environment and Conservation or other concerned parties.
- This scope does not include responses to any notice(s) of violation.

If you have questions or need budget information for additional items, please call me at (828) 771-0442.

Sincerely,

Brian Gant
Senior Scientist

Attachments

Table 1  Estimated Water Quality Monitoring Budget for Fiscal Year 2019/2020
Attachment 1  Standard Agreement
Table
Table 1
Estimated Water Quality Monitoring Budget for Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Task</th>
<th>Polk County Finance Office Description</th>
<th>Task Description</th>
<th>Schedule</th>
<th>Estimated Fiscal Year 2019-2020 Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Route 9 Landfill Compliance Sampling</td>
<td>Provide low-flow groundwater, seep, and surface water monitoring and reporting (Appendix I analytes)</td>
<td>Semiannually</td>
<td>$31,830</td>
</tr>
</tbody>
</table>

Notes:
- This cost does not include Appendix II analysis during water quality monitoring events.
- This cost does not include special meetings or presentations.
- This cost does not include special projects or non-routine requests.
STANDARD AGREEMENT

This agreement is entered into on the full execution date indicated on the signature page by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company with a location at 231 Haywood Street, Asheville, North Carolina 28801, and affiliated companies, hereinafter referred to as “Anchor QEA,” and Polk County, P.O. Box 308, 40 Courthouse Square, Columbus, North Carolina 28722, hereinafter called “CLIENT.”

This AGREEMENT is for the Proposed 2019/2020 Route 9 Water Quality Monitoring Budget.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing
Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

B. Payment
Payment is due within 30 calendar days of date of the invoice for the entire invoice amount. Any invoice not paid within 30 days shall bear interest at the equivalent of 18 percent per year.

C. Final Payment
Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Independent Contractor
Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

B. Lower Tier Subcontracts
Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

C. Standard of Care
In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

D. Notice of Delay
The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA’s anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

E. Insurance
Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

1. Worker’s compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
   - $1,000,000 each accident
   - $1,000,000 each employee
   - $1,000,000 disease aggregate

2. Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.
(3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with $1,000,000 per occurrence/general aggregate.

(4) Professional liability insurance of $1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

F. Limitation of Liability
To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA’s liability for the CLIENT’s damages and legal costs to Anchor QEA’s fees for the services provided under this AGREEMENT.

G. Indemnification
Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys’ fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

H. Consequential Damages
Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

I. Permits, Licenses, and Fees
Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA’s performance of the Scope of Services and will give all necessary notices.

J. Access to Records
Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA’s normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

K. Ownership
CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

L. Equal Employment Opportunity
Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers
No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B. Force Majeure
Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental
authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

C. Authorization to Proceed
Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction
The laws of the state in which the project is located shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in the jurisdiction of that office location.

F. Disputes
In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

G. Severability and Survival
If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

H. Termination/Cancellation
The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

I. Complete Agreement
This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA’s Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA

By: [Signature]
Name: Rob Howell
Title: Partner-in-charge
Date: 4/15/19

Accepted for CLIENT

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: [Signature]
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 14.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anchor QEA solid wast services and related engineering services</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to approve the 2019/2020 proposed costs for solid waste services and related engineering services.
Dear Mr. Walker,

Anchor QEA of North Carolina, PLLC, appreciates the opportunity to provide Polk County with this letter and costs (Table 1), which provide an estimate of fiscal year 2019/2020 costs for solid waste services and related engineering services.

**Little Mountain Landfill**

Task 1A in Table 1 provides the proposed budget for residential sampling of the Beiler and Owen residences adjacent to the closed Little Mountain Landfill (LMLF). This task includes the annual domestic well sampling and reporting (which includes a sample taken directly from the wellheads and taps at each residence). It does not include maintenance of the existing Beiler and Owen water treatment systems. Anchor QEA understands that the North Carolina Pre-Regulatory Landfill Unit is no longer performing annual sampling at these residences.

Task 1B provides a cost estimate for collecting annual measurements from five landfill gas probes at the LMLF. Following the measurement event, a brief report will be provided to Polk County. The estimated cost assumes that these annual measurement events will be completed alongside residential well sampling and annual inspections at the LMLF.

Task 1C provides a cost estimate for completing an annual inspection of the LMLF and providing a brief report of our findings. This annual inspection will include observing cap vegetation (for evidence of erosion associated with the cap and adjacent areas), observing the apparent condition of the stormwater drainage system, and observing other pertinent items associated with maintaining the LMLF. The brief report that will be generated following this annual inspection will include a narrative description of our observations, photographs taken during the inspection, as well as suggestions on needed maintenance.
Route 9 Landfill

Task 2A provides a cost estimate to perform quarterly air-space sampling for explosive gases (e.g., landfill gas) at the Route 9 site. Please note that the North Carolina Department of Environmental Quality (DEQ) Solid Waste Section may require adherence to current monitoring requirements in 2019/2020 (i.e., installing landfill gas probes). If this occurs, Anchor QEA will provide a budget estimate to prepare a landfill gas monitoring plan.

Task 2B provides a cost estimate to coordinate efforts to repair the concrete transfer station floor. Anchor QEA understands that Polk County will contract with geotechnical and structural engineering firms directly. We will identify and work with these firms to assist Polk County in completing repairs or replacement of the concrete transfer station floor. Additionally, Anchor QEA will prepare a letter to the DEQ requesting permission to make repairs to the floor and will coordinate with DEQ to conduct the repairs. This cost estimate does not include any design work on the part of Anchor QEA. We assume that all design work will be completed by another engineering firm.

If you have questions or need budget information for additional items, please call me at (828) 771-0442.

Sincerely,

Brian Gant
Senior Scientist

Attachments
Table 1 Estimated Solid Waste Compliance Budget
Attachment 1 Standard Agreement
Table
### Table 1
Estimated Solid Waste Compliance Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>Polk County Finance Office Description</th>
<th>Task Description</th>
<th>Schedule</th>
<th>Estimated Fiscal Year 2019-2020 Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Little Mountain Landfill</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1A</td>
<td>Domestic Water Well Sampling</td>
<td>Sample Beiler and Owen residences (water well and tap)</td>
<td>Annually</td>
<td>$2,900</td>
</tr>
<tr>
<td>1B</td>
<td>Landfill Gas Measurements and Reporting</td>
<td>Collect measurements at five landfill gas probes and provide brief report of results</td>
<td>Annually</td>
<td>$1,300</td>
</tr>
<tr>
<td>1C</td>
<td>Annual Inspection</td>
<td>Perform annual inspections and provide a brief report describing landfill condition</td>
<td>Annually</td>
<td>$1,150</td>
</tr>
<tr>
<td><strong>Route 9 Landfill</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>Route 9 Landfill Compliance Sampling</td>
<td>Sample air space for explosive gases</td>
<td>Quarterly</td>
<td>$4,140</td>
</tr>
<tr>
<td>2B</td>
<td>Coordinate Transfer Station Floor Repairs</td>
<td>Coordinate with engineering firms and the North Carolina Department of Environmental Quality (DEQ), including preparing a letter requesting permission from the DEQ to make necessary repairs.</td>
<td>Upon request</td>
<td>$4,256</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$13,746</td>
</tr>
</tbody>
</table>

Notes:
These costs do not include Appendix II analysis during water quality monitoring events.
These costs do not include special meetings or presentations.
These costs do not include special projects or non-routine requests.
The costs provided for Little Mountain Landfill assume that all work will be completed in a single day.
STANDARD AGREEMENT

This agreement is entered into on the full execution date indicated on the signature page by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company with a location at 231 Haywood Street, Asheville, North Carolina 28801, and affiliated companies, hereinafter referred to as “Anchor QEA,” and Polk County, P.O. Box 308, 40 Courthouse Square, Columbus, North Carolina 28722, hereinafter called “CLIENT.”

This AGREEMENT is for the Proposed 2019/2020 Solid Waste Services and Related Engineering Services Budget.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing
Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

B. Payment
Payment is due within 30 calendar days of date of the invoice for the entire invoice amount. Any invoice not paid within 30 days shall bear interest at the equivalent of 18 percent per year.

C. Final Payment
Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Independent Contractor
Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

B. Lower Tier Subcontracts
Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

C. Standard of Care
In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

D. Notice of Delay
The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

E. Insurance
Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

(1) Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
   $1,000,000 each accident
   $1,000,000 each employee
   $1,000,000 disease aggregate

(2) Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.
(3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with $1,000,000 per occurrence/general aggregate.

(4) Professional liability insurance of $1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

F. Limitation of Liability
To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA’s liability for the CLIENT’s damages and legal costs to Anchor QEA’s fees for the services provided under this AGREEMENT.

G. Indemnification
Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys’ fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

H. Consequential Damages
Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

I. Permits, Licenses, and Fees
Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA’s performance of the Scope of Services and will give all necessary notices.

J. Access to Records
Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA’s normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

K. Ownership
CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

L. Equal Employment Opportunity
Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers
No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B. Force Majeure
Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental
authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

C. Authorization to Proceed
Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction
The laws of the state in which the project is located shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in the jurisdiction of that office location.

F. Disputes
In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

G. Severability and Survival
If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

H. Termination/Cancellation
The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

I. Complete Agreement
This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA’s Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA

By: 
Name: Rob Howell
Title: Partner-in-charge
Date: April 15, 2019

Accepted for CLIENT

By: 
Name: 
Title: 
Date: 

Rev: 03/2018
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item#: 15.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Republic Services Solid Waste Agreement</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to approve the amendment to the solid waste agreement with Republic Services.
THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (this “Third Amendment”) is dated effective the ___ day of ___, 2019 (the “Amendment Date”), between Polk County, a political subdivision in the state of North Carolina (the “County”), and Republic Services of Kentucky, LLC, a Kentucky limited liability company (“Company”).

Recitals

A. The County and Company entered into that certain Transportation and Disposal Agreement, dated January 1, 2004, as amended by the First Amendment to Agreement, dated August 6, 2007, and the Second Amendment to Agreement dated July 7, 2014 (collectively, the “Agreement”), pursuant to which Company agreed to provide certain solid waste collection and disposal services.

B. The County and the Company now desire to amend the Agreement by the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Term. The term of this Agreement shall be extended for an additional five (5) year period commencing on July 1, 2019 and ending on June 30, 2024. The Agreement may be renewed for one (1) additional term of five years, by mutual written agreement of the parties hereto executed before June 30, 2024.

2. Compensation.

(a) Subsection 3.01(a), General, is modified as follows: The Rate will be $43/ton as of the Amendment Date.

(b) Subsection 3.01(b)(i), Adjustments, is deleted and replaced with the following: “(i) Upon each anniversary of the Amendment Date while this Agreement is in effect, the Compensation shall be increased by the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics; provided however, that such increase shall not exceed three percent (3%). For the CPI calculation, rates will be adjusted using the February index.”

(c) Subsection 3.01(b)(ii), Adjustments, is deleted and replaced with the following:

Fuel Adjustments. Fluctuations in fuel costs above or below $3.00 per gallon of diesel fuel will be recovered by Company through a Fuel Surcharge computed using the following formula (“Fuel Cost” determined based on the applicable DOE Region Index (the “Index”)):
1. The FSD will be computed on a cents per mile basis and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Index exceeds $3.20 per gallon.

2. Revisions to the FSD will occur on the first Monday of every new month using the average price of diesel fuel for the previous month, regardless of the invoice date. When the first business day falls on a DOE observed holiday and no Index is posted, the revision will occur on the next day of DOE posting.

**Example Calculation:**

Assume the following: DOE Lower Atlantic Region Index Price = $3.83, truck fuel economy = 5.00 MPG, round Trip Miles = 120. In that case, FSD Per ton = (($3.83 - $3.20)/ 5.00 MPG) * 120 RT Miles = $14.40 FSD per load.

3. **Transportation and Disposal of Waste.** Section 4.02 is modified by removing the third and fourth sentences. Any other reference to “Minimum Load Tonnage” in the Agreement is deleted.

4. **Insurance.** The following changes are made to the insurance requirements in the Agreement:

   (a) Section 7 is modified by replacing the reference to Section 10 with a reference to Section 9.

   (b) Section 9 is modified by deleting the first sentence of the second paragraph, “All such insurance policies shall provide that they shall not be canceled and no material changes in coverage shall be made without at least thirty (30) days prior written notice to the County.” It shall be replaced with the following sentence (changes are bolded): “All such insurance policies, other than workers’ compensation, shall provide that they shall not be canceled and no material changes in coverage shall be made without at least thirty (30) days prior written notice to the County.”

5. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Third Amendment shall have the meanings assigned to them in the Agreement.

6. **Continuing Effect.** Except as expressly modified or amended by this Third Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Third Amendment, this Third Amendment shall prevail.

7. **Counterparts.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

**IN WITNESS WHEREOF,** the parties have entered into this Second Amendment to be effective as of the Effective Date.
Signatures on following page.
COMPANY:

By: ___________________________
Name: _________________________
Title: __________________________

COUNTY:

Polk County, North Carolina

By: _____________________________
Name: __________________________
Title: ____________________________
AGENDA ITEM

June 3, 2019 Regular Meeting

Agenda Item #: 16.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTP Member Information</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>

Suggested Motion:
Motion to appoint (names of 2 appointees) to the Region Wide Comprehensive Transportation Plan Steering Committee.
CTP Steering Committee

• Role
  • Represent stakeholders in the county
  • Coordinate with local councils and planning boards
  • Assist with public involvement
  • Review plan as it is developed
  • Assist with adoption and endorsement

• Members
  • Local Stakeholders – business interests, multi-modal representatives, environmental interests, Title VI, schools, elderly, etc.
  • Voting Members – 2 representatives appointed from each county and one representative from each interested municipality
  • Isothermal RPO
  • NCDOT – Transportation Planning Division and Division 14
  • The Public
## AGENDA ITEM

June 3, 2019 Regular Meeting

**Agenda Item #:** 17.

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application for Review</td>
<td>Cover Memo</td>
<td>5/30/2019</td>
</tr>
</tbody>
</table>
FULL NAME: Matt Mullet  

PHYSICAL ADDRESS: Columbus NC 28722  

MAILING ADDRESS:  

* TAX PARCEL ID OF WHERE YOU RESIDE: 3  
Is this your primary residence? Yes No  
How long have you been a resident of Polk County? 25 yr  

DATE: 5/26/19  

PHONE (H):  
PHONE (C):  
PHONE (W):  
EMAIL:  

** TOWNSHIP OF RESIDENCE: (Check Township)  
☑ Columbus ☐ Cooper Gap ☐ Green Creek  
☐ Saluda ☐ Tryon ☐ White Oak  
☐ Do you reside within the city limits (or ETJ) of Columbus, Saluda, or Tryon? Yes No  

VOLUNTEER BOARD APPLYING FOR: Rec Dept Board  

Are you a current member of this board? Yes ☐ No ☐ If yes, how many terms have you served?  
Please list other local, regional, and statewide boards, committees or commissions on which you currently serve:  

Place of Employment: Mullet Builders  Position/Title: Owner  
If retired, former place of employment and position/title:  
List any work, volunteer, and/or educational experience you would like considered in reviewing your application: PCYE Board And Coach  

Please explain your reasons for wanting to serve on this board: I HAVE KIDS IN SPORTS AND WANT TO SERVE THE COMMUNITY  

*Additional information may be attached  

I understand that to be considered to serve on a volunteer board I must be a Polk County resident (unless statutory requirements state otherwise) and, in some cases, I must reside in a certain township within the County. I also understand that I cannot be delinquent on any taxes collected by Polk County, and this application must be signed by the Polk County Tax Office before submission. I am aware that I will be required to attend meetings and comply with Federal, State and Local laws, and specific by-laws of the Board to which I am appointed to serve.  

Applicant Signature: Matt Mullet  Date: 5/26/19  

Tax Office Staff Signature:  Date:  

Page 48 of 48