BOARD OF COMMISSIONERS PUBLIC HEARING AND REGULAR MEETING SEPTEMBER 15, 2025 5:00 PM

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

1. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to take public comment on the proposed new road names; North Kingswood Drive – Private Road – Off of King Stepp Road – SR 1306, Treeano Trail – Private Road – Off of Garrett Road – SR 1140, Ayden Drive or Leigh Lane – Private Road – Off of Henry Thompson Road – SR 1369, Blue Mountain Lane – Private Road – Off of Sandy Plains Road – SR 1005, Contractor Way – Private Road – Off of Sandy Plains – SR 1005. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjourn Public Hearing

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

3. Invocation - Vice-Chairman Moore

4. Pledge of Allegiance - Commissioner Melton

5. Approval of Agenda

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

6. Consent Agenda

   A. Approval of the August 18, 2025 Public Hearing and Regular Meeting Minutes.

   B. Schedule a Public Hearing for proposed new road names to be considered on Monday, October 20, 2025, at 5:00 p.m. in the Bryant H. Womack Justice & Administration Building.

   C. Vaya Health Quarterly Financial Report for the period ending June 30, 2025.

   D. Tax refund request through August 4, 2025, in the amount of $18,217.04.

   E. Tax refund request through August 4, 2025, in the amount of $250.28.

F. Award Service Contract to Stott Construction Inc., and Approval of Budget Amendment, and Purchase Order Request for the Recreational Complex Paving Project.

G. State Cashflow Loans for Disaster Response Activities to Local Governments (Round 3).

H. Budget Amendment to Appropriate Contingency to Fund Half of New Assistant Forest Ranger Position.

I. Budget Amendment and Project Budget Ordinance to appropriate General Fund balance and transfer to the Capital Project Fund for management fees to Rostan for the Hazard Mitigation Project Grant.

7. Citizen Comments on Agenda Items.

8. Regular Agenda Items

A. Consideration and Approval of the proposed new road names subsequent to the Public Hearing - Attorney, Jana Berg.

B. Proclamation for Prisoners of War (POW) and Missing In Action (MIA) - Joyce Preston, President Polk County Memorial VFW Auxiliary to VFW Post #9116

C. Military Suicide Awareness Proclamation - Commander Mike Collins.

D. Resolution in Remembrance of September 11, 2001 - Ethel Collins, Secretary Polk County Memorial Auxiliary to VFW Post #9116.

E. Polk County Veterans Services Update - Commander Mike Collins.

F. Resolution Recognizing Emergency Workers During Hurricane Helene - Vice-Chairman Moore.

G. Polk County HR Policy Annual Review and Update - Tommy Oakman, Human Resources Officer.

H. Subdivision Ordinance and Recombination of Existing Parcels Discussion - Chairman Yoder.

I. Budget Amendment to Appropriate Fund Balance for EMS Salaries - Manager Pittman, Michael Crater, EMS Director, and Tommy Oakman, Human Resources.

9. Citizen Comments on Non-Agenda Items.

10. Volunteer Board Applications

A. Animal Cruelty investigators - There are six vacancies and three applicants; Sarah McDonald, Shyla Foster, and Ted Owen.

B. Appearance Commission - There are four vacancies and two applicants; Joe Cooper, and Patricia Sahertian.

C. Economic and Tourism Development Commission - There are two vacancies and two applicants; Marc Blazar, and Steve Modlin.

11. Commissioner Comments.

12. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.A

Approval of the August 18, 2025 Public Hearing and Regular Meeting Minutes.

ATTACHMENTS

1. 08.18.25 minutes (1)

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearing & Regular Meeting August 18, 2025 - 5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street Columbus, NC 28722
MINUTES

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

1. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the Public Hearing was to receive comments on the FY 2027 Polk County Transportation Authority (PCTA) 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding, or a combination thereof, Community Transportation Grants. The public hearing was properly advertised in the Tryon Daily Bulletin. Yanet Cisneros, Transportation and Human Services Program Manager, was present

   B. Citizen Comments

   There were no citizen comments.

   C. Adjourn Public Hearing

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

   Call to Order the Regular Meeting - Chairman Yoder.

2. Invocation - Commissioner Hargett.

3. Pledge of Allegiance - Vice-Chairman Moore.

4. Approval of Agenda

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

   Manager Pittman requested that the Sponsorship Policy be moved from item 8.F. to item 8.A.1.

   Vice-Chairman Moore moved to change item 8.F. to item 8.A.1, seconded by Commissioner Melton, and the motion carried unanimously.

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

   Consent Agenda

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

   B. Approval of the July 21, 2025, Public Hearing and Regular Meeting Minutes.

   C. Schedule a Public Hearing for the proposed new road names to be considered on Monday, September 15, 2025, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

D. Schedule a Public Hearing for the proposed new road names to be considered on Monday, September 15, 2025, at 5:00 pm in the R. Jay Foster Hall of Justice, Womack Building.

E. Approval of road names from the July 21, 2025 public hearing; Narrow Way - Private Road - Off of Chesnee Road, and Mercy Ridge - Private Road - Off of Holbert Cove, and the proposed address change; 11 Fox Paw Lane – Off of Holbert Cove Road - requesting to change to: 6041 Holbert Cove Road.

F. Approval of the Hurricane Helene Disaster Response and Recovery Grant Project Budget Amendment.

G. Carolina Recording Systems, 911 Communications 60 Fund Purchase Order approval.

H. Approval of a budget amendment to appropriate general fund balance for transfer to the Health and Human Services Agency (HHSA), Department of Social Service to replace failing controls for the HVAC system.

I. Tax refund request in the amount of $5,649.46.

5. Citizen Comments on Agenda Items.

There were no citizen comments.

6. Regular Agenda Items

A. FY 2027 Polk County Transportation Authority Grants & Resolution - To consider approval of 5311 (ADTAP), 5310, 5339, 5307, and applicable State Funding Community Transit Grants subsequent to the public hearing - Yanet Cisneros, Transportation and Human Services Program Manager was present for questions.

Commissioner Melton moved to approve the Fiscal Year 2027 Polk County Authority Grant applications and Resolution, seconded by Commissioner Hargett, and the motion carried unanimously.

A.1. Sponsorship Policy - Dawn Jordan, Agricultural Economic Development Director.

Dawn Jordan explained that this policy will allow departments to accept sponsors from outside entities, which will support current and future county programs.

Commissioner Melton moved to adopt the Sponsorship Policy, seconded by Vice-Chairman Moore, and the motion carried unanimously.

B. Polk County 2025 Housing Study - Preston Janco, Foothills Regional Commission gave a presentation on the 2025 Polk County Housing Study, a copy of which is hereby incorporated by reference into these minutes.

C. YMCA Update - Ryan Finney, Vice President of Operations, YMCA of Greater Spartanburg, and Ashley Brazell, Polk County YMCA Operations Director, presented an update on the status of the new YMCA facility and current programming changes at Stearns Gym. Mr. Finney reported that the Polk YMCA Design Committee is working with GRO, a firm specializing in YMCA design projects. He said the Construction Manager at Risk (CMAR) and Architect/Engineer selection process will begin next month, marking the start of the construction phase. Ms. Brazell said programs and services will continue at Stearns Gym with a few changes.

She shared that the YMCA began operating the after-school program on August 11th in Stearns for this school year, and in October 2025, there will be an opportunity for modified memberships to begin. Mr. Finney explained this will allow for more staffing and program opportunities, as well as addressing the security and liability concerns at Stearns.

D. Polk County Library Policy and Procedure Updates - Marcie Dowling, Director.

Marcie Dowling presented updates to the Polk County Libraries Circulation Policy. She said they have added a category which will now require non - Polk County residents to get a library card for an annual fee. Mrs. Dowling said that this fee will help to cover the cost of library operations. She also presented a new form which will help to track the usage of in-library laptop rentals.

Vice-Chairman Moore moved to approve the Library Policy and Procedure Updates, seconded by Commissioner Melton, and the motion carried unanimously.

E. Budget Amendment for the Replacement of Polk County Schools' Fund Balance - Todd Murphy, Superintendent, and Aaron Greene.

Todd Murphy presented a request for a one-time funding allocation of $750,000 to help stabilize the district's operating budget. He said they are requesting this due to rising operational costs, inflation, delayed reimbursements, and other financial challenges. He also explained that Polk County Schools have consistently ranked within the top ten districts in North Carolina, and said the requested funds would be used to maintain current staff and existing services.

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

~~F. Sponsorship Policy - Dawn Jordan, Agricultural Economic Development Director.~~ *Moved to item 8.A.1.*

F. Polk County Animal Control Ordinance Amendments - Attorney Berg.

Attorney Berg presented the proposed amendments to the Animal Control Ordinance. She explained the changes, which included an expanded definition of "exotic animals", as well as updates to some of the terminology within the ordinance to align with language deemed more appropriate by the County. Attorney Berg also reviewed the addition of subsections g. and h. to Section 16, *Seizure and Disposition of Animals*.

Commissioner Hargett moved to approve the text amendments to the Animal Control Ordinance, seconded by Commissioner Melton, and the motion carried unanimously.

7. Citizen Comments on Non-Agenda Items.

There were three citizen comments.

8. Volunteer Board Applications

A. Animal Cruelty Investigators - There are two vacancies and one applicant; Jeanne Peters.

Commissioner Melton moved to appoint Jeanne Peters to the Animal Cruelty Investigators, seconded by Commissioner Melton, and the motion carried unanimously.

B. Appearance Commission - There are five vacancies and one applicant; Don Dicey.

Vice-Chairman Moore moved to appoint Don Dicey to the Appearance Commission, seconded by Commissioner Hargett, and the motion carried unanimously.

C. Economic and Tourism Development Commission - There are three vacancies and one applicant; Donna "Pat" Linnon.

Commissioner Melton moved to appoint Pat Linnon to the Economic and Tourism Development Commission, seconded by Vice-Chairman Moore, and the motion carried unanimously.

D. Health and Human Services Agency - There are seven vacancies, and one applicant; George Sweet.

Commissioner Hargett moved to appoint George Sweet to the Health and Human Services Agency, seconded by Commissioner Melton, and the motion carried unanimously.

E. Isothermal Community College Board of Trustees - There is one vacancy and one applicant; Danna Stansbury.

Vice-Chairman Moore moved to appoint Danna Stansbury to the Isothermal Community College Board of Trustees, seconded by Commissioner Melton, and the motion carried unanimously.

9. Commissioner Comments.

The Commissioners thanked everyone who was in attendance for coming to the meeting.

10. Closed Session

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

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

B. Motion to return to open session.

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

11. Adjournment

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

ATTEST:

POLK COUNTY BOARD OF COMMISSIONERS

_____

Kennedy Freeman
Clerk to the Board

_____

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.B

Schedule a Public Hearing for proposed new road names to be considered on Monday, October 20, 2025, at 5:00 p.m. in the Bryant H. Womack Justice & Administration Building.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.C

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

ATTACHMENTS

1. Vaya Health Fiscal Monitoring Report - June 30, 2025 (Unaudited)
2. Q4_2025_County_Commissioner_Quarterly_Report_Cover_Letter_Final

Fiscal Monitoring Report

LME / MCO NAME: VAYA HEALTH **FOR THE PERIOD ENDING:** 6/30/2025 - Unaudited

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) ========> 12

1. REPORT OF BUDGET VS. ACTUAL	(1) PRIOR YEAR 2023-2024 BUDGET	(2) PRIOR YEAR 2023-2024 ACTUAL	(3) CURRENT YEAR 2024-2025 BUDGET	(4) CURRENT YEAR 2024-2025 ACTUAL YR-TO-DATE	(5) BALANCE (Col. 3-4)	(6) ANNUALIZED PERCENTAGE
REVENUE						
Interest Earned	3,000,000	2,944,864	6,585,000	7,104,660	(519,660)	107.89%
IGT Income	9,291,857	20,113,170	-	-	-	-
Appropriation of Fund Balance	2,530,964	-	-	-	-	-
Other Local	4,830,027	4,699,689	6,283,443	6,794,558	(511,115)	108.13%
Total Local Funds	19,652,847	27,757,723	12,868,443	13,899,218	(1,030,775)	108.01%
County Appropriations (by County, includes ABC Funds):						
Alamance County	-	-	1,031,000	1,031,000	-	100.00%
Alexander County	50,000	50,000	50,000	50,000	-	100.00%
Alleghany County	20,000	20,000	20,000	20,000	-	100.00%
Ashe County	189,566	189,566	189,566	189,566	-	100.00%
Avery County	89,600	89,600	89,600	89,600	-	100.00%
Buncombe County	600,000	600,000	600,000	600,000	-	100.00%
Caswell County	-	-	-	97,197	(97,197)	-
Caldwell County	121,138	125,199	121,138	127,402	(6,264)	105.17%
Chatham County	430,450	399,328	415,450	446,346	(30,896)	107.44%
Cherokee County	75,000	75,000	75,000	75,000	-	100.00%
Clay County	15,000	15,000	15,000	15,000	-	100.00%
Franklin County	142,600	109,700	129,700	129,700	-	100.00%
Graham County	6,000	6,000	6,000	6,000	-	100.00%
Granville County	130,846	118,215	119,846	120,446	(600)	100.50%
Haywood County	112,000	110,221	112,000	106,389	5,611	94.99%
Henderson County	528,612	528,612	528,612	528,612	-	100.00%
Jackson County	123,081	123,081	123,081	123,081	-	100.00%
Macon County	106,623	106,623	106,623	106,623	-	100.00%
Madison County	30,000	30,000	30,000	30,000	-	100.00%
McDowell County	67,856	67,856	67,856	67,856	-	100.00%
Mitchell County	18,000	18,000	18,000	18,000	-	100.00%
Person County	360,473	357,968	360,273	360,046	227	99.94%
Polk County	79,491	80,722	79,491	81,336	(1,845)	102.32%
Rockingham County	138,250	138,250	311,800	311,800	-	100.00%
Rowan County	492,000	492,000	492,000	492,000	-	100.00%
Stokes County	18,000	4,529	4,500	4,492	8	99.82%
Swain County	30,000	27,491	30,000	25,855	4,145	86.18%
Transylvania County	99,261	99,261	99,261	99,261	-	100.00%
Vance County	194,099	171,774	173,099	154,128	18,971	89.04%
Watauga County	171,194	171,194	171,194	171,794	(600)	100.35%
Wilkes County	237,612	238,274	237,612	235,021	2,591	98.91%
Yancey County	26,000	26,000	26,000	26,000	-	100.00%
Total County Funds	4,702,752	4,589,465	5,833,702	5,939,550	(105,848)	101.81%
DMH/DD/SAS State and Federal Funding	168,515,615	124,953,971	209,701,685	166,256,403	43,445,282	79.28%
Medicaid Funding	788,803,890	795,578,374	1,530,487,824	1,540,708,794	(10,220,970)	100.67%
Medicaid Risk Reserve Funding	7,030,000	7,035,102	-	-	-	-
All Other State/Federal Funds	4,375,000	4,732,466	6,285,000	6,427,976	(142,976)	102.27%
Total State, Federal and Medicaid Funds	968,724,505	932,299,914	1,746,474,509	1,713,393,173	33,081,336	102.66%
TOTAL REVENUE	993,080,105	964,647,101	1,765,176,654	1,733,231,941	31,944,713	98.19%
EXPENDITURES:						
Administration	172,011,382	160,459,727	226,863,269	196,934,786	29,928,483	86.81%
LME Provided Services (Service Support)	3,940,654	3,608,849	4,576,288	4,095,452	480,836	89.49%
Provider Payments (State Funds)	88,871,217	72,970,026	127,512,530	117,633,773	9,878,757	92.25%
Provider Payments (Federal Funds)	70,891,596	48,625,734	75,697,300	49,922,141	25,775,159	65.95%
Provider Payments (County Funds)	5,235,546	3,766,936	6,247,282	5,179,075	1,068,207	82.90%
Provider Payments (Medicaid)	651,199,204	665,473,221	1,323,272,509	1,355,165,767	(31,893,258)	102.41%
Permanent Supported Housing and Back at Home Payments	930,506	925,488	1,007,476	967,232	40,244	96.01%
TOTAL EXPENDITURES	993,080,105	955,829,981	1,765,176,654	1,729,898,225	35,278,428	98.00%
Net Income or (Loss) (from Operations and Risk Reserve)		8,817,120		3,333,716		
Less Risk Reserve Revenue		(7,035,102)		-		
NET INCOME OR (LOSS) FROM OPERATIONS		1,782,018		3,333,716		
2. FUND BALANCE						
Restricted FB for Risk Reserve		113,042,171		-		
Restricted FB-State Statute, Ppds & Investment in Fixed Assets, In Lieu of Risk Corridor		77,323,998		111,019,430		
Unrestricted FB (including Board Commitments)		(15,066,212)		84,840,827		
TOTAL FUND BALANCE		175,299,957		195,860,257		
3. CURRENT CASH POSITION						
Current Cash and Investments				257,207,083		
4. ESTIMATED SERVICES INCURRED BUT NOT REPORTED/PAID (IBNR)				64,197,700		

Vaya Health
200 Ridgefield Court, Suite 218
Asheville, NC 28806
Business Calls: 1-800-893-6246
vayahealth.com

August 25, 2025

RE: Vaya Health Quarterly Report to the Counties for Period Ending June 30, 2025

Dear County Representatives:

Enclosed you will find the financial update for Vaya Health for the most recent quarter ending June 30, 2025. This final report for fiscal year 2024-2025 reflects data from current pre-audited statements. Please note that prior year figures being reported for June 30, 2024, reflect final audited figures.

With the inclusion of the new BH I/DD Tailored Plan contract, Vaya's annual SFY24-25 operating budget has now reached a revised amount of $1.7 billion. This increase over the original budget has been largely attributed to growth in overall membership due to Medicaid expansion, growth in the Tailored Care Management program, and various additional allocations, including those to support relief from Hurricane Helene.

SFY24-25 marked Vaya's successful launch of the new Tailored Plan on July 1, 2024. While we look back with pride on this very significant change, we are also reminded of the significant impact from the Hurricane Helene disaster, which greatly impacted Vaya's service area. Vaya continues to support members, providers, and staff throughout the recovery efforts. In addition to the $6.9 million in provider grants to support financial stabilization throughout the recovery period, Vaya will be supporting other initiatives to strategically expand services and provide ongoing support during SFY26.

With the onset of the Tailored Plan, a new set of solvency standards is also in effect, and Vaya is compliant with each of those metrics per the latest NCDHHS report which can be found here:

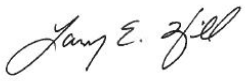
https://webservices.ncleg.gov/ViewDocSiteFile/100588

Of particular note is the new requirement to maintain "capital reserves," which is an amount of unobligated fund balance as a percentage of annual Medicaid capitation. For Vaya, this requirement means that we are required to have 12.5%, or $165 million in unobligated fund balance to meet this requirement. As of this latest report, Vaya is shown to meet this requirement at 12.8% as of the March 2025 reporting period.

Also of note, Vaya's SFY25-26 budget was reviewed and approved by the Vaya Board of Directors during the previous quarter. As signaled in the last update, the new budget has grown to an overall total of $1.8 billion. We do know that there are possible headwinds as DHHS continues to evaluate the required budget funding for the upcoming year and ability to work within the recent mini-budget passed by State lawmakers in early August. Even with the passage of the mini-budget, a $319 million State-wide gap is said to still exist, and we stand ready to navigate any forthcoming actions which may occur.

Should you have any additional questions or comments, please do not hesitate to contact me via email (larry.hill@vayahealth.com) or phone (828-225-2785, Ext. 4743).

Sincerely,



Larry E. Hill
Executive VP and CFO, Vaya Health

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.D

Tax refund request through August 4, 2025, in the amount of $18,217.04.

ATTACHMENTS

1. Tax Memo 9-10-25

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 8/4/2025

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Tracie Morris	Vehicle	$ 302.42	overpayment
Lereta	multiple	$ 1,015.71	taxpayer before mortgage company
Corelogic	multiple	$ 12,382.60	taxpayer before mortgage company
Feagan Family LLC	C8-A2	$ 355.67	overpayment
Dori Burgess	P45-224	$116.15	overpayment
Heather Hill	trailer	$502.80	overpayment
Julia Jackson	mobile home	$210.94	overpayment
Darren Lynch	T9-C14	$2,351.79	overpayment
John McKinney	T6-E16	$163.03	overpayment
Jeannie Peterson	P52-16	$ 217.39	overpayment
Michael Sprouse	Vehicle	$ 375.83	tag surrender
RP3 Columbus LLC	P60-187	$ 222.71	overpayment
	TOTAL:	**$ 18,217.04**	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.E

Tax refund request through August 4, 2025, in the amount of $250.28.

ATTACHMENTS

1. Tax Memo Clerical Error 9-10-25

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 8/4/2025

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Terry Whiteside	P118-137	$ 250.28	estimate- clerical error- request refund

TOTAL: **$ 250.28**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.F

Award Service Contract to Stott Construction Inc., and Approval of Budget Amendment, and Purchase Order Request for the Recreational Complex Paving Project.

ATTACHMENTS

1. Stotts Construction PO Request 9-15-25 BOC
2. 4-F General Fund Balance Rec PAving Project 9-15-25 BOC Meeting

Open PO Request

Description:
This is a request for an open po, after your initial approval you will be able to edit the PO by returning to the relevant case and completing the step to request a change. Once the PO is officially closed/liquidated you should no longer make this request.

Created by:	Sonya Ayers
Created on:	August 26, 2025
Assigned to:	Sonya Ayers
Status:	Open
Case ID:	l6u1hjj7

Request Details

Completed by Sonya Ayers on August 26, 2025 at 09:11 PM

Requestor Name	Sonya Ayers sayers@polknc.gov
Department	10-4190 PBCC-Maintenance
Is this a new vendor?	No
Specify fiscal year	FY 26
Do you know the vendor number?	No
Vendor Name	Stott Construction Inc.
Funding Source	Other
Account GL Line to Charge (00-0000-0000-0)	10-4190-5800-0

Finance - Internal

Amount allocated *($00.00) If monthly, list the total for the year.*	97000.00
Description	County portion of lower and upper Middle School / Recreation Complex paving job with AshBritt leaving the area after Hurricane Relief Cleanup
Specify Funding Source	County - $97,000; AshBritt - $99,000
Attach any relevant documents if necessary	Paving_Quotes.pdf

BUDGET AMENDMENT: GENERAL FUND BALANCE

DATE: 8/27/2025 BOC Meeting BATCH #: _____ LINE_____

Dept.: Recreation Complex

Amendment # : **# 4-F** **Fund balance**

INCREASE EXPENSE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10-6122-5800-0	Capital Improvement	$ 97,000	10-3991-0000	Fund Balance Approp	$ (97,000)
		97,000			(97,000)

EXPLANATION: To appropriate fund balance for the Recreation Complex Paving Project

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

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.G

State Cashflow Loans for Disaster Response Activities to Local Governments (Round 3).

ATTACHMENTS

1. Hurricane Helene Round Three Cash Flow Loan Memo
2. Polk_County_Round_3_Loan_Agreement for Packet

MEMORANDUM

TO: Management of North Carolina Local Governments affected by Hurricane Helene

FROM: Jeff Poley, Director of Disaster Services and Rural Economic Development (jeff.poley@nctreasurer.com)

DATE: July 31, 2025

RE: Announcement of Round 3 of Cashflow Loans

To date, the Department of State Treasurer has provided approximately $97 million in cashflow loans to local governments impacted by Hurricane Helene. This includes Round 1 (completed) and Round 2 (in process). Thank you for providing damage information to ensure that those loans were able to go out in a timely manner, and we hope that the loans were able to assist with your cashflow needs.

An additional $51.5 million has been allocated by the General Assembly for this program through Session Law 2025-26. The Department will also allocate unused funds from Round 2 during this round of loans.

The terms of Round 3 loans will be the same as loans provided in Round 2.

If you wish to have a Round 3 loan, please fill out the Round Three Cash Flow Loan Intent Form by August 15, 2025. We will ask North Carolina Emergency Management for updated damage reports on August 15 to determine how best to allocate remaining funds to interested units of local government. Loans will be distributed in the same manner as they were provided in Round 2.

The tentative calendar is as follows:

August 15	Completed form response from any staff member or elected official for each unit that wants to be considered for a Round 3 Cash Flow Loan.
Week of August 18	NC DST staff will determine how much each unit is eligible for based on their August 15 PA numbers and prepare loan agreements. The Department will send the agreements to each unit as soon as they are available. Each unit will send back a signed agreement, and NC DST will wire loan funds to each unit as soon as they become available from the Office of State Budget and Management.
September 30	All signed agreements are due from units to the Department. If any unit needs additional time to pass a Resolution or return an agreement, they must get approval from the Director of Disaster Services and Rural Economic Development.

As always, if you have questions and/or concerns, please reach out to me directly.

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45
Telephone: (919) 814-3800 • Fax: (919) 855-5805
www.NCTreasurer.com

This contract has been pre-audited as required
by the Local Government Budget and Fiscal Control Act

_____
Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 3)
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE COUNTY OF POLK, NORTH CAROLINA

Loan Round:	**Round 3**
Round 3 Loan Number:	**Polk County-Round3Loan-61448**
Round 3 Loan Date:	_____
Round 3 Loan Amount:	**$911,230.46**

REPAYMENT TERMS:

- **$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less $1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: 56-6000333

PURPOSE:
For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **County of Polk, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **$911,230.46** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**

b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.

c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.

d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **$911,230.46**.

f. As provided in the Authorizing Act:

(i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.

(ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name D. Marche Pittman **Title** County Manager **Address** PO Box 308 Columbus, North Carolina 28722 **Email** mpittman@polknc.gov **Phone** (828) 894-3301	**Name** D. Marche Pittman **Title** County Manager **Address** 40 Courthouse Street Columbus, North Carolina 28722 **Email** mpittman@polknc.gov **Phone** (828) 894-3301

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.

b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

a. By mutual written consent of the Parties;
b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

COUNTY OF POLK, NORTH CAROLINA

AUTHORIZING OFFICIAL Date

D. Marche Pittman County Manager

Printed Name Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL Date

Jeff Poley **Director of Disaster Services and Rural Economic Development**

ATTACHMENT A

RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.

2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

COUNTY OF POLK, NORTH CAROLINA

By: _____

Mayor/Commissioner/Authorized Representative

Name: Myron Yoder

Title: Chairman, Board of Commissioners

ATTEST:

_____

Town Clerk/Authorized Representative

Name: Kennedy Freeman

Title: Clerk to the Board

ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

_____

Finance Officer

PROMISSORY NOTE

Date: _____ Round 3 Loan Number: **Polk County-Round3Loan-61448**

Round 3 Loan Amount: **$911,230.46**

The **County of POLK, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Round 3 Loan Amount: **$911,230.46.** The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less $1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on _____.

COUNTY OF POLK, NORTH CAROLINA

_____

Signature

_____

Myron Yoder, Chairman, Board of Commissioners

[SEAL]

Attest:

_____

Signature

_____

Kennedy Freeman, Clerk to the Board of County Commissioners

ATTACHMENT C

Polk County

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	Polk County General Fund
Recipient's Address, City, State, Zip:	PO Box 308, Columbus NC 28722
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	HomeTrust Bank
Beneficiary Bank Routing Transit Number (RTN):	[redacted]
Beneficiary Bank Account Number:	[redacted]
Bank's Address, City, State, Zip:	685 W. Mills Street, Columbus NC 28722
Information for the Beneficiary Bank, if applicable:	

I certify the recipient information and beneficiary bank information provided above is true and correct. I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted. No electronic signatures.

Sandra Hughes _____

Recipient Official's Printed Name **Signature**

(828) 894-3302 _____

Phone # **Date**

FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: **$911,230.46**	Contract/Reference Number: **Polk County-Round3Loan-61448**
Date Wire Processed:	Source: Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.H

Budget Amendment to Appropriate Contingency to Fund Half of New Assistant Forest Ranger Position.

ATTACHMENTS

1. Assistant Forest Ranger Budget AMendment 9-10-25 BOC

BUDGET AMENDMENT: CONTINGENCY
DATE: 9/15/2025 BOC Meeting
Dept.: **Forestry**

BATCH #: _____ LINE_____
(for accounting use only)

Amendment # : **1-C** **Contingency**

INCREASE EXPENSE				DECREASE CONTINGENCY			
Description	GL ACCOUNT #		Amount	Description		Amount	GL ACCOUNT #
Contract Services labor/supplies	10-4570-4400-0	$	21,758	Contingency	$	(21,758)	10-9300-9910-0

EXPLANATION: To fund our half of new position, Assistant Forest Ranger, for Polk County.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

Polk County Finance
Contingency Balance - FY26
Schedule of Budget Amendments

Contingency

Original Budget at July 1, 2025		$ 100,000	
Department	Unbudgeted Expense	Amount	
Forestry	Asst. Forest Ranger for Polk	21,758	*09/15/25 if approved*
	Total to date	$ 21,758	

Note: Negative amounts are increases to contingency NOT uses of contingency

Budget in contingency if approved	**$ 78,242**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 6.I

Budget Amendment and Project Budget Ordinance to appropriate General Fund balance and transfer to the Capital Project Fund for management fees to Rostan for the Hazard Mitigation Project Grant.

ATTACHMENTS

1. HMPG Capital Grants Budget Amendment 9-15-25 Budget Amendment

BUDGET AMENDMENT: Appropriate General Fund Balance and Transfer
DATE: 9/15/2025 BOC Meeting BATCH #: _____ LINE_____
To: **Capital Project Fund 41** (for accounting use only)

Amendment # : **Fund Balance #5-F; Transfer #7**

Appropriate/Transfer from:

Description	GL ACCOUNT #		Amount
Fund Balance Approp	10-3991-0000	$	(50,000)
Transfer to CapProj	10-9800-9841-0	$	50,000

Department - Capital Project Emergency Mgmt

Description	GL ACCOUNT #		Amount
Tranfer In-GF	41-3981-9800	$	(50,000)
Contract Svc	41-4330-4400-0	$	50,000

EXPLANATION: To appropriate General Fund balance and transfer to the Capital Project Fund for management fees to Rostan for Grant Applications for HMPG Capital Grants

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
HMPG Projects
(Hazardous Mitigation Project Grant)

BUDGET EXPENDITURES

	Original Budget	9/15/2025
Emg Mgmt-Contract Svc	41-4330-4400-0	$ 50,000
Total Expenditures		$ 50,000

REVENUES

Transfer in - General Fund	41-3981-9800	$ 50,000
Total Revenues		$ 50,000

To establish Project Ordinance for the capital projects funded using HMPG funds and managed by Rostan

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: HMPG Projects

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.B

Proclamation for Prisoners of War (POW) and Missing In Action (MIA) - Joyce Preston, President Polk County Memorial VFW Auxiliary to VFW Post #9116

ATTACHMENTS

1. POW-MIA PROCLAMATION 2025 (2)

PROCLAMATION
POW/MIA RECOGNITION DAY

WHEREAS, in every conflict in which our Nation has been involved, selfless American service members have sacrificed their lives for the sake of our country and its principles. Too many have never come home, or have endured unthinkable hardship as prisoners of war. During this month and on this day, we echo the creed inscribed on the black and white banners that fly in honor of America's Prisoners of War and Missing in Action, and we renew our promise to our heroes, that "You Are Not Forgotten."; and

WHEREAS, we will never give up the search for those who are held as prisoners of war or have gone missing under our country's flag. We honor their sacrifice, and we must care for their families and pursue the fullest possible accounting for all missing members of our Armed Forces. Together, we must serve our Nation's patriots as well as they have served us by supporting them when they come home, and by carrying on the legacy of those who do not. This is a promise we keep for our fallen, for our veterans past and present, and for all those whose loved ones have not returned from the battlefield; and

WHEREAS; on 19 September, 2025 the stark black and white banner symbolizing America's Missing in Action and Prisoners of War will be flown over the Polk County Court House, in Columbus, NC, the County Seat, the Polk County Veterans Brick Memorial, United States post offices, and other locations across our County. We raise this flag as a solemn reminder of our obligation to always remember the sacrifices made to defend our Nation; and

NOW, THEREFORE BE IT RESOLVED that the Womack Bradley Polk County Memorial Veterans of Foreign Wars & Auxiliary to Post #9116 request that the Board of Commissioners do hereby proclaim September 2025 as Polk County POW/MIA Month, and 19 September 2025, as Polk County POW/MIA Recognition Day, and we urge all Polk County citizens to observe this day of honor and remembrance with appropriate ceremonies and activities.

IN WITNESS WHEREOF, we have hereunto set our hands this fifteenth day of September, 2025.

POLK COUNTY BOARD OF COMMISSIONERS

Myron Yoder
Chairman

ATTEST:

Kennedy Freeman
Clerk to the Board

President
Womack Bradley Polk County Memorial Post #9116 – Columbus Post

Pro Tem Commander
Womack Bradley Polk County Memorial Post #9116 – Columbus Post

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.C

Military Suicide Awareness Proclamation - Commander Mike Collins.

ATTACHMENTS

1. Military Suicide Awareness 2025

MILITARY SUICIDE AWARENESS

September 15, 2025

PROCLAMATION

WHEREAS, in recent years, military suicides have reached numbers "four times" higher than that of combat deaths; and is up double over the last few years; and

WHEREAS, more female veterans are committing suicide than ever before; and

WHEREAS, the VA estimates that a Veteran commits suicide every eighty-four minutes. That's 17.6 per day, 7,000 suicides a year, and 19% of all American suicides; and

WHEREAS, frequent deployments, stress of combat and prolonged separation from families have increased strain on military personnel and their families; and

WHEREAS, the ***"America's Warrior Partnership"*** and the ***"Department of Defense"*** conclude that the Veteran's Administration is incorrect and that their conclusion is 24 Veterans take their life a day. That is every hour of the day; and

WHEREAS, the actions of the World at this time and the 24th Anniversary of 9/11 approaching, some Veterans may question the meaning of their service or whether it was worth the sacrifices they made. Others may feel moral distress about experiences they had during their service. **It's entirely normal to feel this way, and you are not alone;** and

WHEREAS, military personnel are reluctant to ask for help when they are depressed; and untreated depression is the number one cause of suicide among military personnel; and

WHEREAS, military personnel are encouraged to seek help to restore balance in their lives, as well as the lives of their families by engaging in stress relief activities, maintaining a buddy system of support so that *no soldier stands alone*, remembering the importance of self-care by engaging in activities that improve state of mind, asking for help from a professional, being aware that help is available through a variety of sources, including the Veterans Administration and Suicide Prevention hotlines; and

WHEREAS, The Polk County Commissioners joins the Womack Bradley Polk County Memorial VFW Post #9116 and the Auxiliary in urging all active and former military personnel and their families to seek help for behavior health issues.

NOW, THEREFORE, BE IT RESOLVED, I, Myron Yoder, Chairman of the Polk County Commissioner, do hereby declare September 2025 as "MILITARY SUICIDE AWARENESS MONTH", and commends its observance to all citizens.

This the 15th day of September, 2025.

POLK COUNTY BOARD OF COMMISSIONERS

Myron Yoder
Chairman

ATTEST:

Kennedy Freeman
Clerk to the Board

President
Womack Bradley Polk County Memorial Post #9116 – Columbus Post

Pro Tem Commander
Womack Bradley Polk County Memorial Post #9116 – Columbus Post

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.D

Resolution in Remembrance of September 11, 2001 - Ethel Collins, Secretary Polk County Memorial Auxiliary to VFW Post #9116.

ATTACHMENTS

1. 9-11 RESOLUTION for PC Commissioners 2025

RESOLUTION
IN REMEMBRANCE OF SEPTEMBER 11, 2001

WHEREAS, the Polk County Board of Commissioners is in support of the United States Senate regarding the coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 pm Eastern Daylight Time on September 11, 2025, in honor of the 24th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, four civilian aircraft were hijacked on September 11, 2001, and deliberately crashed in New York, Pennsylvania and Washington, D.C., resulting in the loss of nearly 3,000 innocent lives; and

WHEREAS, countless fire departments, police departments, first responders, government officials, civilian workers, emergency medical personnel and volunteers responded immediately and heroically to these horrific events, many suffering fatalities in their rescue efforts; and

WHEREAS, the Polk County Board of Commissioners does hereby salute the American citizens who responded to these tragic events with courage, selfless compassion, determination, and skill, both on September 11, 2001, and in the intervening nineteen years; and

WHEREAS, a decade later the people of the United States and around the world continue to mourn the tremendous loss of innocent life on that fateful day, and their lives are forever changed as a result of this unprecedented threat to the American way of life; and

WHEREAS, on the 24th anniversary of this tragic day, the citizens of Polk County join the Womack Bradley Polk County Memorial VFW Post #9116 and the Auxiliary, their fellow Americans, and people around the world, in remembrance of the victims of the attacks on September 11, 2001, and their thoughts are with the families and those left behind; and

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Board of Commissioners hereby recognizes September 11, 2025, as a day of solemn remembrance of the terrorist attacks on September 11, 2001; honors the heroic service, actions and sacrifices of the first responders and countless others who bravely risked and likewise often gave their lives during the rescue efforts; and offers its deepest and most sincere condolences to the families, friends and loved ones of the victims of the September 11, 2001, terrorist attacks.

Adopted this 15th day of September, 2025.

POLK COUNTY BOARD OF COMMISSIONERS

ATTEST:

_____
Myron Yoder
Chairman

_____
Kennedy Freeman
Clerk to the Board

WOMACK BRADLEY POLK COUNTY MEMORIAL VFW & AUXILIARY TO POST #9116

_____
Pro tem
Post Commander

_____
Joyce B. Preston
Auxiliary President

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.F

Resolution Recognizing Emergency Workers During Hurricane Helene - Vice-Chairman Moore.

ATTACHMENTS

1. Helene Resolution DRAFT

Resolution

Recognizing Polk County North Carolina

Emergency Workers During Hurricane Helene

WHEREAS, on September 27, 2024, Hurricane Helene struck Western North Carolina with force, bringing severe weather, threats to public safety, destruction of infrastructure, and critical telecommunications which left the citizens of Polk County without service, internet, or phone connection; and

WHEREAS, throughout the duration of the storm and its aftermath, Polk County's emergency workers, including, those in Emergency Management, Emergency Medical Services, Fire and Rescue, and Law Enforcement, demonstrated, bravery, commitment, and courage, and

WHEREAS, with normal communication destroyed, county officials and emergency responders were forced to use creative and unconventional methods to share urgent messages, coordinate rescue efforts, and prioritize the safety of the community; and

WHEREAS, these individuals worked tirelessly risking their own safety to protect lives, maintain essential services, provide timely communication, and support recovery efforts, under hazardous and demanding conditions; and

WHEREAS, their dedication exemplifies the highest standards of public service and reflects the resilience and strength of the Polk County community;

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Commissioners, hereby recognizes and expresses its deepest gratitude to all emergency workers who served during Hurricane Helene, and honors their extraordinary efforts, sacrifice, and service to the citizens of Polk County.

Adopted this the _____ day of _____ 2025

ATTEST:

POLK COUNTY BOARD OF COMMISSIONERS

_____

Kennedy Freeman
Clerk to the Board

_____

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.G

Polk County HR Policy Annual Review and Update - Tommy Oakman, Human Resources Officer.

ATTACHMENTS

1. Polk County Policies and Procedures Manual - September - 2025 - Letter and Changes - 08Sep25

POLK COUNTY
NORTH CAROLINA
P.O. BOX 308
COLUMBUS, NORTH CAROLINA 28722

September 8, 2025

Myron Yoder, Chair
David Moore, Vice Chair
Paul Beiler
Jennifer Hargett
Tommy Melton

To the County Commissioners of Polk County:

Effective October 1, 2025, the State of North Carolina enacts the following law. This law will affect hiring in the following Local Government Departments: HHSA – Social Services, Business Services, Economic Services, Public Health, EMS, Library Services, and Parks and Recreation. This law will affect only those new hires hired after October 1, 2025. Polk County Government has made the necessary Human Resources Manual Policy and Procedure revisions to give policy guidance for this new requirement. Please see the following policy change recommendation enclosed.

PART IV. CRIMINAL STORY RECORD CHECK REQUIREMENT FOR APPLICANTS OFFERED A POSITION FOR CITY AND COUNTY EMPLOYMENT WORKING WITH CHILDREN SECTION 4.1. G.D. 153A-94.2 reads as rewritten:

"§ 153A-94.2. Criminal history record checks of employees permitted.

(a)The board of commissioners may adopt or provide for rules and regulations or ordinances concerning a requirement that any applicant for employment be subject to a criminal history record check of State and National Repositories of Criminal Histories conducted by the State Bureau of Investigation in accordance with G.8. 143B 1299.25 [G.8. H3B 1299.26]. G.S. 143B-1209.26. The local or regional public employer may consider the results of these criminal history record checks in its hiring decisions.

(b) Notwithstanding the provisions of subsection Ca) of this section, if the position being filled requires an applicant for employment to work with children in any capacity, the board of commissioners shall require the applicant. if offered the position. be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. The local or regional public employer must extend a conditional offer of the position pending the results of a criminal history record check required by this section."

Sincerely,

Tommy Oakman
Human Resources Officer
Polk County Government
40 Courthouse St.
Columbus, NC 28722
828.894.3301 x224
toakman@polkc.gov

become part of the new employee's personnel file. ***(NOTE:** *Please see section 4.3.14.1.2. Pre-employment Drug Screening and Background Check for specific instructions)*

4.3.14.1.1. Non-Selected Applicants

As a courtesy, applicants who are interviewed but not selected will be notified and informed of the County's decision to hire another candidate. The notification will be prepared and sent out by Human Resources, or the Hiring Manager, and will be made part of the central recruitment file maintained by Human Resources.

4.3.14.1.2. Pre-employment Drug Screening and Background Check

All final applicants must pass a pre-employment drug screen and a *background check into any criminal or past employment history prior to employment with the County. All selection devices administered by the County shall be valid measures of job performance. This requirement applies to both "regular" full-time positions and all part-time positions ("regular", seasonal, "as-needed" or temporary). The cost for pre-employment drug screening and background check will be assigned to the hiring department's budget. Minors (16 years of age minimum) who are applying for seasonal work with the County must have parental/guardian consent to undergo the pre-employment drug screening, using the form provided by Human Resources. Unsatisfactory results from pre-employment testing and checks will result in the conditional offer of employment being rescinded by the County. ***(NOTE:** The County Board of Elections is exempt from this pre-employment screening policy, including the Director, election judges and poll assistants.*

**Effective October 1, 2025 – All successful candidates for employment, which work with children in any capacity, shall be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. A conditional offer may be made pending the results of the criminal history record check. The County has identified the following departments which are required to participate: Health and Human Services Agency – Social Services, Business Services, Economic Services, Public Health, EMS – All, Library Services – All, Recreation – Recreation Complex)*

4.3.14.1.3. On-Boarding Process

Once a hiring decision is made and the Conditional Letter of Employment has been signed and accepted by the new employee, and the pre-employment requirements have been successfully satisfied, the Department Head will provide the Human Resources Officer with a New Employee Requisition (NER) form, including the employee's hiring rate, start date, and work schedule so that the necessary paperwork can be prepared to bring the new employee into the County's human resources and payroll systems. Prior to the employee's start date, or on the first day of work before beginning work, new employees will report to the Payroll Officer, (or designee) to:

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

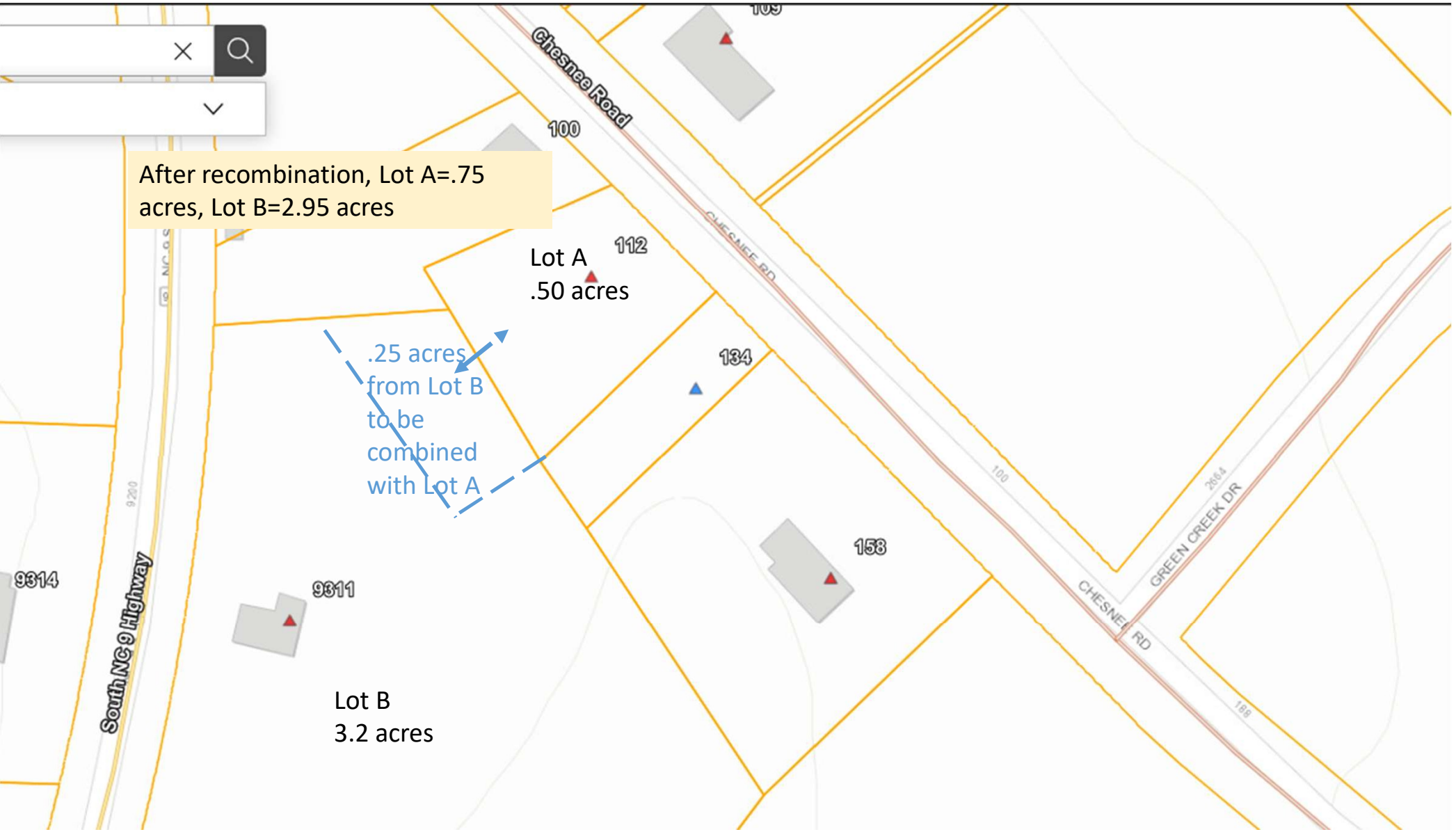
September 15, 2025

AGENDA ITEM # 8.H

Subdivision Ordinance and Recombination of Existing Parcels Discussion - Chairman Yoder.

ATTACHMENTS

1. recombination.9.2025


After recombination, Lot A=.75 acres, Lot B=2.95 acres
Chesnee Road
100
112
Lot A
.50 acres
.25 acres from Lot B to be combined with Lot A
134
158
9314
9311
South NC 9 Highway
Lot B
3.2 acres
GREEN CREEK DR
CHESNEE RD

Recombination

The following shall not be included within this definition of subdivision nor be subject to the regulations authorized by this Article:

(1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the local government as shown in its subdivision regulations.

- *1 acre minimum would not allow this recombination.*
- *Include language in Subdivision Ordinance to allow for a recombination not creating a greater non-conformity.*

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

September 15, 2025

AGENDA ITEM # 8.I

Budget Amendment to Appropriate Fund Balance for EMS Salaries - Manager Pittman, Michael Crater, EMS Director, and Tommy Oakman, Human Resources.

ATTACHMENTS

1. EMS Budget Amend. and Spreadsheet 9-15-25 BOC

BUDGET AMENDMENT: GENERAL FUND BALANCE

DATE: 9/15/2025 BOC Meeting BATCH #: _____ LINE_____

Dept.: EMS

Amendment # : # 6-F Fund balance

INCREASE EXPENSE

GL ACCOUNT #		
10-4370-1210-0	Salaries	$ 219,935
10-4370-1810-0	FICA	16,826
10-4370-1810-0	Retirement	31,671
		268,432

INCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #		
10-3991-0000	Fund Balance Approp	$ (268,432)
		(268,432)

EXPLANATION: To appropriate fund balance to bring EMS salaries in line with the market.

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

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

Polk County EMS

EMT-Basic	19.21	20.18 (per hour rate)
EMT Paramedic	23.92	24.52 (per hour rate)

Henderson County EMS

EMT-Basic	Start	26.37	(per hour rate)
EMT Paramedic	Start	29.59	(per hour rate)

Buncombe County EMS

	Low	Median	High
EMT-Basic	17.17	20.97	24.76
EMT-Paramedic	24.09	29.41	34.73

Recommendation

Hybrid					
EMT-Basic	10%	23.31	Total Additional Cost	$	268,432
EMT-Paramedic	20%	30.14			