BOARD OF COMMISSIONERS PUBLIC HEARINGS AND REGULAR MEETING
JUNE 16, 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 this public hearing is to take public comment on the proposed text amendments to the Zoning Ordinance to allow the use of vacation rentals as a use in the permitted use table RE-5. (A copy of the current and proposed draft of the Zoning Ordinance is available for review online at https://www.polknc.gov/ordinances or in the County Manager's office.)

   B. Citizen Comments

   C. Adjourn Public Hearing

2. Public Hearing

   A. Call to Order the Public Hearing - The purpose of the Public Hearing is to take public comment on the proposed new road names; Walnut Cove - Private Road - Off of Old Highway 19, and Strawberry Hill Lane - Private Road - Off of Substation Road. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   C. Adjourn Public Hearing

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

4. Invocation - Chairman Yoder.

5. Pledge of Allegiance - Commissioner Melton

6. Approval of Agenda

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

7. Consent Agenda

   A. Approval of May 19, 2025, Budget Work Session, May 19, 2025, Regular, and June 2, 2025, Public Hearing Meeting Minutes.

B. Juvenile Crime and Prevention Council (JCPC) Annual Plan and Budget for FY 2025/2026.

C. 2025 Recruitment and Retention Resolution.

D. Schedule a Public Hearing for proposed new road names to be considered on Monday, July 21, 2025, at 5:00 pm in the Bryant H. Womack, Justice and Administration Building, 40 Courthouse Street, Columbus.

E. GF - Opioid/McKinsey Payment - Budget Amendment for $17,728.

F. ETSF - Fund 60 - Budget Amendment of $136,698 for the uninterruptible power source (UPS) purchase.

G. Sheriff, School Resource Officers, and Jail Budget Transfers - Budget Amendment of $108,108.

8. Citizen Comments on Agenda Items.

9. Regular Agenda Items

A. Budget Amendments - Sandra Hughes will present any budget amendments that may need approval for FY 2024/25.

B. Polk County Budget Ordinance for the Fiscal Year 2025/26 (including any proposed fee changes included in the County Manager's recommended budget) - The Manager's recommended budget was presented on May 12, 2025. A budget work session was held on May 19, 2025, and the budget public hearing was held on June 2, 2025.

C. Reappointment of the County Tax Administrator for a four-year term.

D. Amendment to Loan Agreement between North Carolina and Polk County (previously approved at the 3/17/25 BOC meeting) - Manager Pittman

E. FEMA Grant Project Ordinance - Sandra Hughes

F. Duke Energy Easement Along Landfill Road - Manager Pittman.

G. Consideration and Approval of the proposed amendments to the Zoning Ordinance, subsequent to the Public Hearing - Cathy Ruth, Planning Director.

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

10. Citizen Comments on Non-Agenda Items.

11. Volunteer Board Applications

A. Columbus Fire District Tax Commission - There are three vacancies and two applicants; Gordon High, and Sam Patel.

B. Mill Spring Fire District Tax Commission - There are three vacancies, and three applicants; John McDowell, Ric Osborn, and Jeff Reid.

12. Commissioner Comments.

13. Closed Session

    A. Motion to go into closed session for the purpose of personnel.

    B. Motion to return to open session.

14. Adjournment



NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m., on Monday, June 16, 2025, in the Bryant H. Womack Justice and Administration Building, located at 40 Courthouse Street, Columbus, NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on the proposed text amendments to the Polk County Zoning Ordinance.

This text amendment was requested on March 4, 2025 by a citizen to allow residential vacation rentals as a permitted use in residential estate/very low density district (RE-5). Copies of the proposed ordinance are available for review in the County Manager's Office in the Bryant H. Womack building. They are also available online at www.polknc.gov/ordinances For additional information about this public hearing, contact the County Manager's office at (828) 894-3301.

Kennedy Freeman
Clerk to the Board of County Commissioners

RE-5 Text Amendment Request

Case #:

1. Application Type

Rezoning (Map Amendment): ✔ Rezoning ☐

Text Amendment: ✔ **Other:** _____ ☐

2. Project Information

Date of Application 4 Mar 2025 Name of Project _____

Location 252 Hillbrook Road, Tryon, NC 28782

Property Size (acres) _____ # of Units (residential) _____

Current Zoning RE-5 Proposed Zoning _____

Current Land Use _____ Proposed Land Use _____

Tax Parcel Number(s) P63-5

3. Contact Information

Developer

Developer Address City, State Zip

Telephone Fax

Signature Print Name Date

Agent (Registered Engineer, Designer, Surveyor, etc.)	Carl "Shawn" Keller Property Owner
Address	252 Hillbrook Road Address
City, State Zip	Tryon, NC 28782 City, State Zip
Telephone Fax	843-452-8071 Telephone Fax
Signature Print Name Date	Carl S Keller Carl S Keller 4 Mar 2025 Signature Print Name Date

3. Description of Project

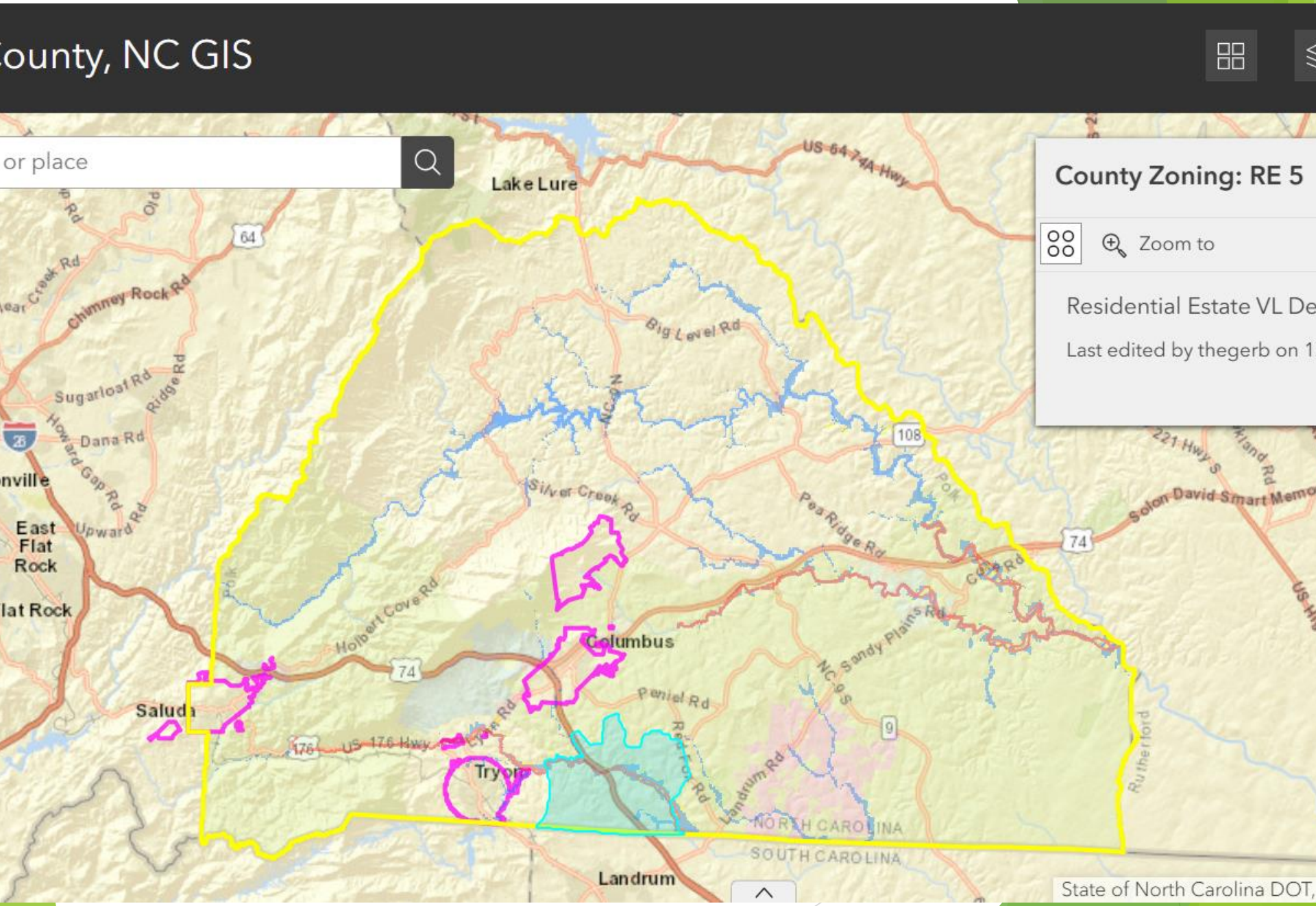
a. Briefly explain the nature of this request.

Request text amendment to allow residential vacation rentals as a permitted use in RE-5. I have an existing guest house on my property I'd like the flexibility to use as an Airbnb-type rental.

b. For All Rezonings: Provide a statement regarding the consistency of this request with Com surrounding land uses.

c. For Text Amendments: Provide a statement regarding the reasonableness of the text amendment request.

Consistent with intent of RE-5 as it does not alter lot sizes or low-density nature of the district and is aligned with the "other residentially related facilities" clause of the ordinance. Guest houses are already permitted in RE-5 and vacation rental is a reasonable use of a guest house. According, to 4 law enforcement agencies, there is no inherent problem with Airbnb properties in this area.



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Big Level Rd
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Pea Ridge Rd
Holbert Cove Rd
Columbus
Sandy Plains Rd
Peniel Rd
Saluda
US 176 Hwy
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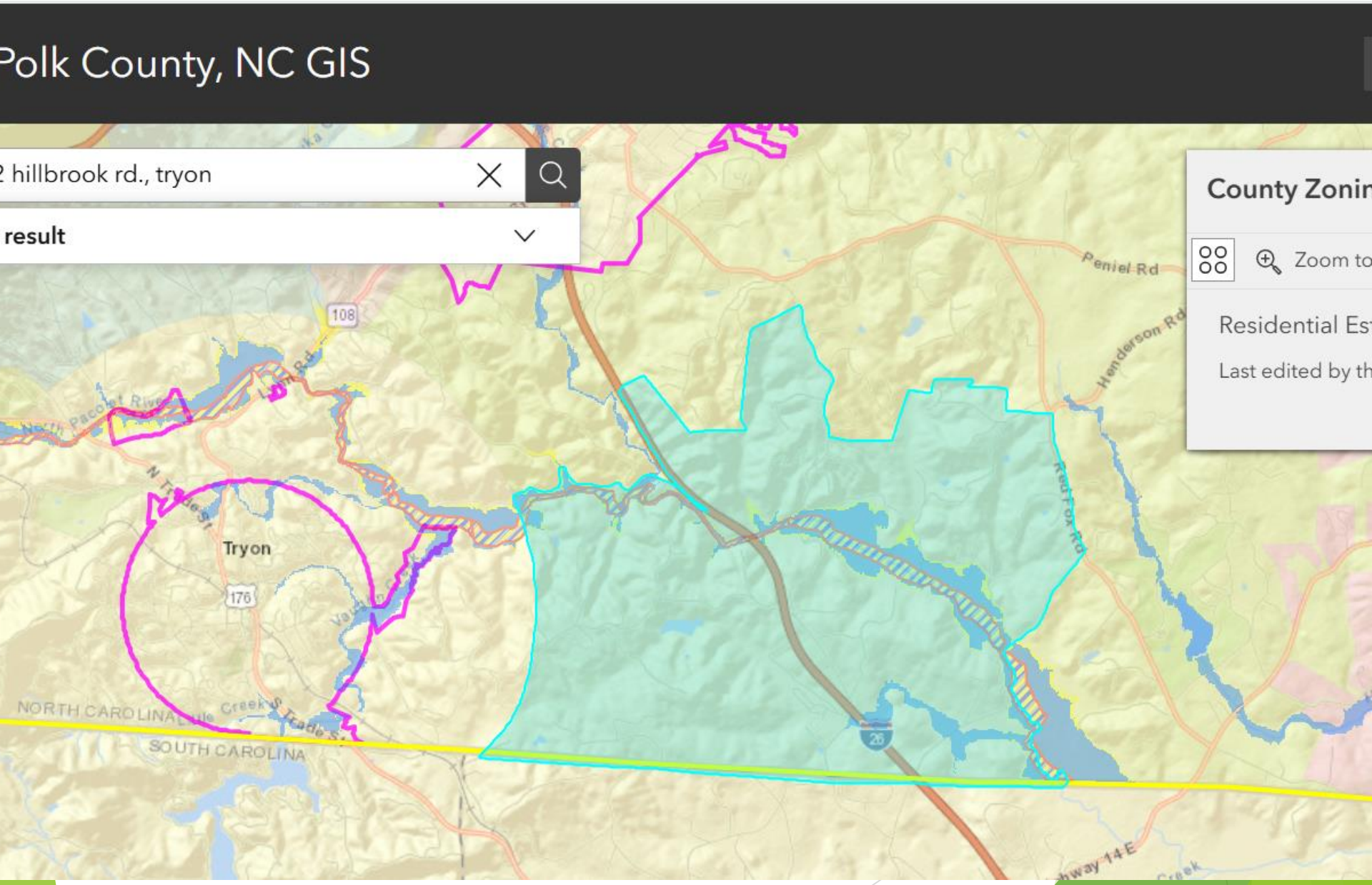
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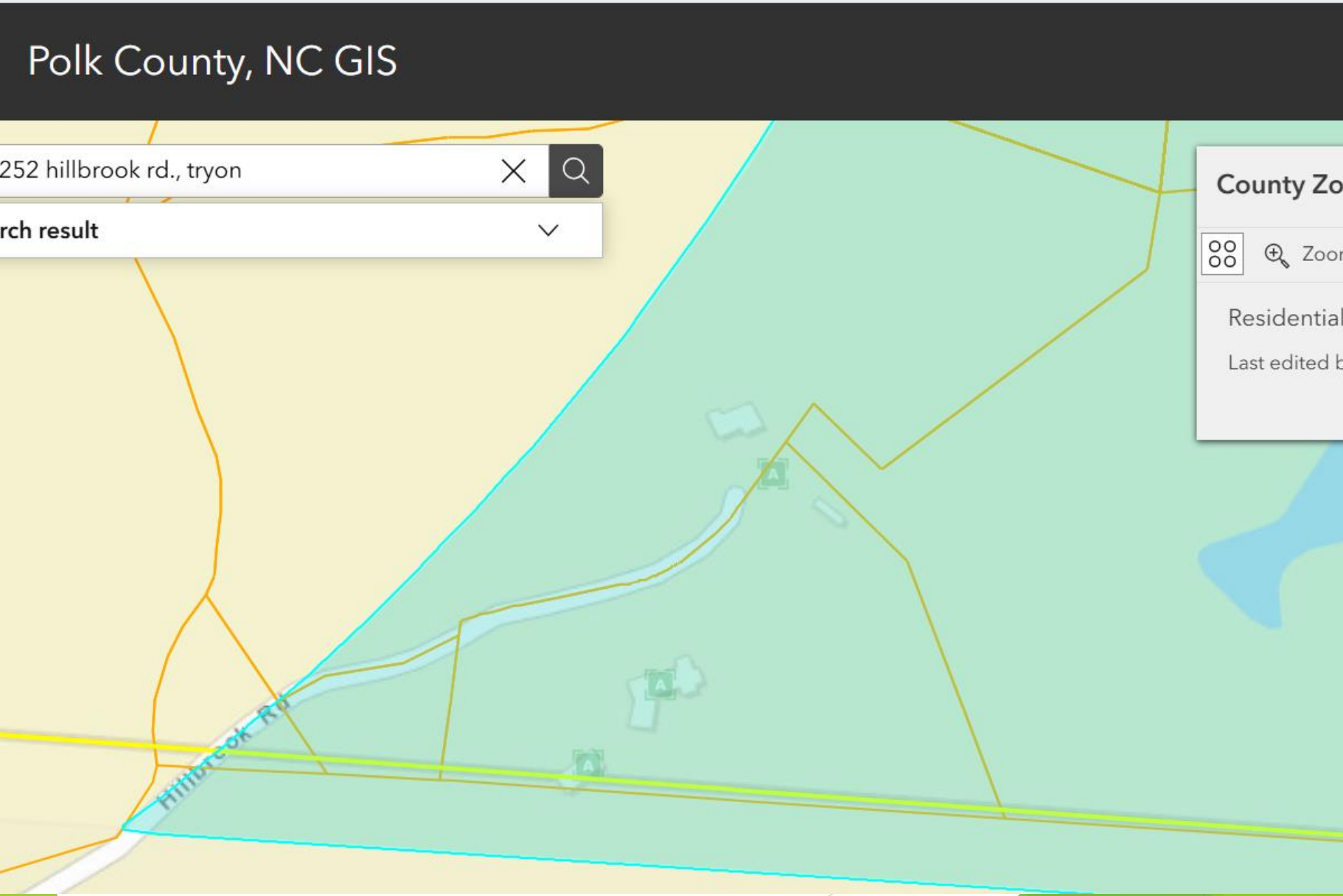
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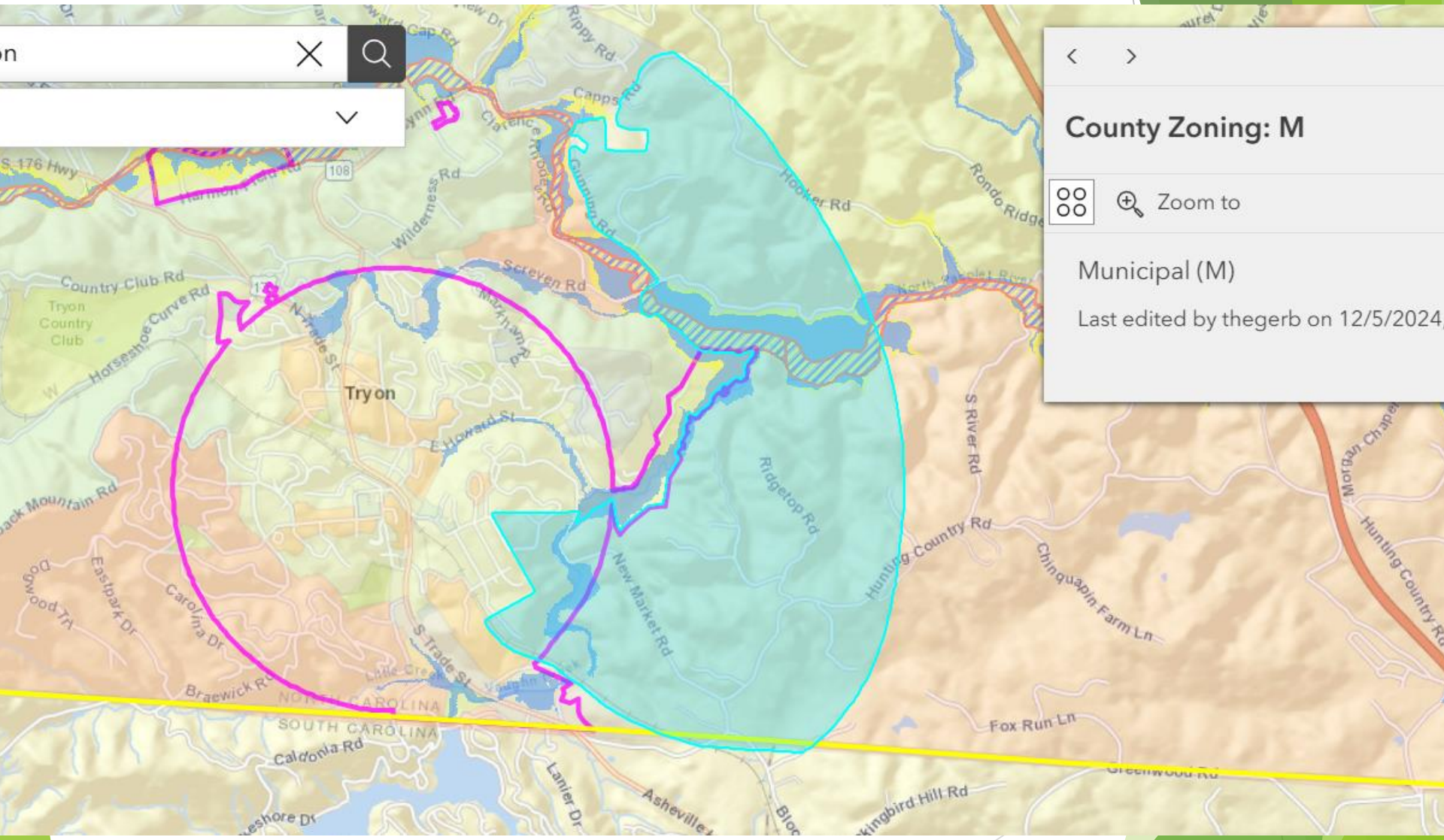
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Hunting Country Rd
Chinquapin Farm Ln
S River Rd
Fox Run Ln
Braewick Rd
Caldonia Rd
Lanier Dr
Asheville
Kingbird Hill Rd
Greenwood Rd
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Rondo Ridge
Capps Rd
Rippy Rd
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RE-5 History

- Residential Estate 2 was established in December 1989
- Residential Estate 2 was expanded in May 1996
- Residential Estate 5 was established in July 2001

RE-5

Residential estate/very low density district (RE-5). The residential estate/very low density district (RE-5) is intended as a district in which the principal uses of land are for (1) nonprofit private equestrian courses, nature centers and recreational facilities , (2) private stables and (3) very low density residential purposes and for other residentially related facilities designed for serving the residents of these districts. These districts consist primarily of single-family detached dwelling units placed on large lots with considerable forestation or open spaces between structures, thus creating a very low density residential environment. Nonresidential uses are limited in order to maintain the very low density character and to preserve the natural features of those areas. Likewise, dimensional requirements pertaining to lot size, building setbacks, and yard requirements have been established to promote the general welfare of the community.

P = Permitted

P* = Permitted with conditions

S = Allowed as a Special Use

Blank Space = Not Permitted

	EV	E	GPF	RE1	RE2	RE5	AR	R	MR	NC	HC	I	MU	FF	AR5
Nursery, Greenhouse, and/or Landscape Business [xxvii]							P			P	P		P	P	P
Outdoor Recreation, Motorized [xxvii]													S	S	
Outdoor Recreation, Nature Oriented, Non Motorized, see 6.2.4 [vi, xxvii]	P	P*	P	P*	P*	P*	S		S	S	P	P	P	P	
Offices, business, medical, professional & public, including banks	P	P	P							P	P	P	P	P	
Offices pertaining to permitted use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Printing, publishing, & engraving establishments	P	P								S	P	P	P	P	
Public safety facilities (fire, police, etc…)	P	P	P				P			P	P	P	P	P	S
Quarantine Facilities [xxii]	P	P													
Radio & TV stations & studios [xii]	S	S									S	S	S	S	
Recreational Facilities, Centers [xxvii]	P	P		S	S	S		S	S	S	P	P	S	P	S
Recreational Vehicle (RV) [xv, xxii] *see 6.2.16 for restrictions*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Recreational Vehicle (RV) Park and/or Camp Areas [xv, xvii] *see 6.2.14 for restrictions*	P*	P*					S				P		S	P	
Restaurants, excluding fast food & drive thru services	P	P								P	P		P	P	S
Restaurants, including fast food & drive thru services, food trucks [xxvii]	P	P									P	P	P	P	
Rest & convalescent homes [xxvii]	P	P					P	P	P	P	P	P	P	P	S
Residential Vacation Rentals [ix, xix, xxv]	P	P								P			P		P
Retail trade, commercial services, sales	P	P								S	P	P	P	P	S

Residential Vacation Rental (Tourist Homes).

The rental of any single-family dwelling, duplex, guest house, timeshare, accessory/garage apartment or multi-family or any portion thereof, for occupancy, dwelling, lodging or sleeping purposes for any period of time less than 90 days. The term does not include other transient lodging such as hotels and motels, and bed & breakfast establishments, which are otherwise authorized under these regulations. Exceptions. The following activities and / or uses shall not be deemed residential vacation rentals and the requirements of this section shall not apply to them. - Incidental residential vacation rentals, defined to mean no more than two such rentals in any calendar year where the total annual rental period for both rentals does not exceed two weeks provided no advertisement of the availability of unit.

To: Polk County Board of Commissioners

From: Planning Board and Staff

Date: April 10, 2025

Re: Polk County Zoning Ordinance Text Amendment

Project History & Analysis

Zoning Ordinance text amendment was requested on March 4, 2005 by a citizen to allow residential vacation rentals as a permitted use in Residential estate/very low density district (RE-5).

Proposed Amendments

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

P = Permitted

P* = Permitted with conditions

S = Allowed as a Special Use

Blank Space = Not Permitted

	EV	E	GPF	RE1	RE2	RE5	AR	R	MR	NC	HC	I	MU	FF	AR5
Residential Vacation Rentals [ix, xix, xxv]	P	P				P				P			P		P

Plan Consistency

The Planning Board has found that this request is inconsistent with the Polk County 20/20 Vision Comprehensive Plan, adopted March 15, 2010, amended September 18, 2017:
Section VI.B Greenspace Sector does not permit Mixed Use, Commercial or Retail. Reference Map 24A-Greenspace Sector-C2.

Recommendation

The Planning Board does not recommend that the Board of Commissioners enact the Polk County Zoning Ordinance text amendments.

Votes:
Aye - 5
Nay - 0
Abstain - 0

Planning Board Chair

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 2.A

Call to Order the Public Hearing - The purpose of the Public Hearing is to take public comment on the proposed new road names; Walnut Cove - Private Road - Off of Old Highway 19, and Strawberry Hill Lane - Private Road - Off of Substation Road. The Public Hearing was properly advertised in the Tryon Daily Bulletin.

ATTACHMENTS

1. June 16, 2025 New Road Names PH Notice
2. Strawberry Hill Memorandum
3. Walnut Cove Memorandum



NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:00 p.m., on Monday, June 16, 2025, in the Bryant H. Womack Justice and Administration Building, located at 40 Courthouse Street, Columbus, NC 28722, the Polk County Board of Commissioners will hold a public hearing to receive citizen input on the following two (2) proposed new road names to be adopted in Polk County, North Carolina:

Columbus Township:

Walnut Cove – Private Road - Off of old Highway 19

Saluda Township:

Strawberry Hill Lane – Private Road - Off of Substation Road

Kennedy Freeman
Clerk to the Board of County Commissioners

Memorandum

To: Polk County Board of Commissioners

From: Jennifer Clancy, E911 Addressing Coordinator

Date: April 7th 2025

Re: New Road Name(s)

Property owners submitted the new road name application.

Property owners are requesting to rename current street.

All chosen road names are not listed in Polk County previously.

Requesting to change

Nub Drive

Numbering would not change

to

Road names are listed in preferential order:

Walnut Cove
Thunder Bird Lane
Dove Mountain

Property is within the Columbus Township

County recommendation is Walnut Cove

Memorandum

To: Polk County Board of Commissioners

From: Jennifer Clancy, E911 Addressing Coordinator

Date: May 14th 2025

Re: New Road Name(s)

There are more than 3 structures on this driveway resulting in a driveway needing to be named.

Property owners submitted the new road name application.

All chosen road names are not listed in Polk County previously.

Road names are listed in preferential order:

Strawberry Hill Lane

Bateman Lane

Steffens Lane

Property is within the Saluda Township

County recommendation is Strawberry Hill Lane

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.A

Approval of May 19, 2025, Budget Work Session, May 19, 2025, Regular, and June 2, 2025, Public Hearing Meeting Minutes.

ATTACHMENTS

1. May 19 2025 Budget WS Minutes FINAL
2. May 19 Regular BOC Meeting Minutes FINAL
3. June 2 2025 PH Minutes FINAL

POLK COUNTY BOARD OF COMMISSIONERS

Budget Work Session

May 19, 2025 - 1:00 PM

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

MINUTES

PRESENT: Chairman Yoder, Vice-Chairman Moore, Commissioner Beiler, Commissioner Melton, and Commissioner Hargett. Also present were County Manager Pittman, Clerk to the Board Freeman, Media and Citizens.

ABSENT: Attorney Berg.

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

2. Scheduled Departments

   A. Public Schools - Aaron Greene, Superintendent Polk County Schools.
      - **Education Public Schools (10-5910)**

   Aaron Greene, Superintendent of Polk County Schools, addressed the Board of Commissioners and said that 86% of the school system's funding is allocated to personnel costs and that yearly expenses aren't typically determined until September or October and are based on the previous year's data. He said that the school system is expected to be $400,000 short in the upcoming year, so they are asking for an increase to prevent future problems like the need to eliminate positions. He said that if they could get an increase this year, then they could avoid asking for a bigger increase in the following years.

   B. Harmon Field - Jim Fatland, Tryon Town Manager.

   Mr. Fatland explained that the devastation from Hurricane Helene resulted in the loss of multiple facilities at Harmon Field. He said that the Harmon Field Board of Supervisors and the Tryon Town Council had been working with FEMA to address the destruction and recovery. Since some of the facilities that were destroyed were a key source of revenue, Mr. Fatland requested $50,000 in additional funding to help support their operation as repairs are being made. After consideration, the Board of Commissioners reached a consensus to grant Harmon Field an additional $45,000 in funding instead of the $50,000 that was requested.

   C. Sheriff's Department - Sheriff Wright
      - **Sheriff (10-4310)**
      - **School Resource Officers (10-4311)**
      - **Jail (10-4320)**
      - **911 Communications (10-4325)**
      - **Animal Control (10-4340)**

Sheriff Wright reviewed all the departments that he is responsible for and requested no change to the recommended budget.

D. Emergency Medical Services (EMS) - Michael Crater.
   - **EMS (10-4370)**

Michael Crater, EMS Director, addressed the Board of Commissioners and requested no changes to the recommended budget. He did explain that as Polk County continues to grow in population, EMS personnel will also need to be increased.

E. Fire and Rescue Advisory Committee (FRAC) - Bobby Arledge, Emergency Management Director, and Fire Marshal.

Mr. Arledge explained that due to the financial strain caused by Hurricane Helene and the Black Cove Complex Fires, the Fire Department budgets have been significantly impacted. As a result, the Fire and Rescue Advisory Committee is requesting funding increases to support personnel and salaries. Manager Pittman clarified that on page 8 of his Budget Message under Volunteer Fire Departments, the Columbus Fire Department initially recommended an additional $136,500. However, upon review, Mr. Arledge discovered that the Town of Columbus' portion had been mistakenly included in the county's figure, leading to a miscalculation. He further stated that FRAC unanimously approved and recommended the following budget increases:

- Tryon Fire Department: additional $55,000
- Columbus Fire Department: additional $77,000
- Green Creek Fire Department: additional $99,000
- Saluda Fire Department: additional $42,500

The Mill Spring and Sunny View Fire Departments are not requesting any increases this year.

F. Health and Human Services Agency (HHSA) - Joshua Kennedy.
   - **Transportation Operations (20-4520)**
   - **Transportation Administration (20-4521)**
   - **Health Department (20-5110)**
   - **Drug Free Community (20-5115)**
   - **Senior Services (20-5169)**
   - **Department of Social Services (DSS) (20-5300)**
   - **Veterans Services (20-5820)**

Joshua Kennedy, HHSA Director, addressed the Board of Commissioners and requested no changes to the recommended budget.

3. Revenue Neutral Property Tax Rate Discussion

   Manager Pittman said that after discussions with Tax Administrator, Melissa O'Loughlin, the county remains on course with its original tax plan. He reiterated that the revenue-neutral rate is still .4142, and the recommended rate is still .4342, which included a two-cent increase for Polk County Schools and the new YMCA facility. He said that updates would be provided regarding any adjustments as the Equalization and Review Board concludes its tax appeal hearings.

4. Adjournment

   Commissioner Melton moved to adjourn the Budget Work Session, seconded by Commissioner Beiler, and the motion carried unanimously.

Attest:

Polk County Board of Commissioners

_____
Kennedy E Freeman
Clerk to the Board

_____
Myron Yoder
Chairman

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
May 19, 2025 - 5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street
Columbus, NC 28722
MINUTES

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

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

2. Invocation - Vice-Chairman Moore.

3. Pledge of Allegiance - Commissioner Beiler

4. Approval of Agenda

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

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

5. Consent Agenda

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

   A. Approval of April 14, 2025, Regular Meeting, and May 12, 2025, Special Meeting Minutes.

   B. Schedule a Public Hearing for proposed new road names to be considered on Monday, June 16, 2025, at 5:00 p.m. in the Bryant H. Womack Justice & Administration Building.

   C. Reschedule the Public Hearing for proposed new road names to June 16, 2025, at 5:00 p.m. in the Bryant H. Womack Justice and Administration Building due to publication requirements.

   D. Declare one Health and Human Services (HHSA) vehicle surplus to be sold electronically by public auction. Asset details attached.

   E. Proclamation to Declare May 18, 2025–May 25, 2025, as Emergency Medical Services Week.

6. Citizen Comments on Agenda Items.

   There were 13 citizen comments.

7. Regular Agenda Items

A. Schedule a public hearing to review and discuss approval of text amendments to the Zoning Ordinance on June 16, 2025, at 5:00 p.m. in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC. (A copy of the current Zoning Ordinance is available to review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.

Cathy Ruth, Planning and Economic Development Director, explained that there was a request from a citizen to include vacation rentals as a use in the permitted use table RE-5 (Hunting Country area). She requested a public hearing to be scheduled to review the text amendments.

Commissioner Melton moved to schedule the public hearing for June 16, 2025, at 5:00 p.m., seconded by Vice-Chairman Moore, and the motion carried unanimously.

B. North Carolina Department of Transportation (NCDOT) Bridge Replacement Appraisal and Offer - Nathan Clapsaddle, NCDOT Right of Way Agent.

Mr. Clapsaddle explained the appraisal and offer for the replacement of Bridge No. 37 on NC-9, over the Green River. He said that in order to begin the replacement they would need to acquire several easements, including a permanent right-of-way of 0.895 acres, a permanent drainage easement of 0.098 acres, a dual utility easement of 0.057 acres, a permanent utility easement of 0.017 acres, and a temporary construction easement of 0.237 acres. Mr. Clapsaddle further explained that NCDOT proposed an offer to Polk County totaling $37,525, which comprises $26,625 for the right-of-way, $4,600 for the permanent easements, $2,125 for the temporary easement, and $4,175 for associated improvements

Vice-Chairman Moore moved to approve the Bridge Replacement and Offer, seconded by Commissioner Beiler, and the motion carried unanimously.

C. Request for Approval of Reimbursement through the Public School Building Repair and Renovations Fund (PSBRRF) - Brandon Schweitzer, Polk County Schools Director of Operations.

Brandon Schweitzer, Director of Operations for Polk County Schools, said that Polk County Schools is seeking reimbursement for four significant capital improvement projects spread across multiple schools. These projects include the replacement of failed kitchen hoods at both Tryon Elementary and Polk Central Elementary Schools, a roof replacement on the annex structure at Tryon Elementary School, and the installation of a new fire monitoring system at Polk County High School. Dr. Schweitzer said that all funding for these projects will come from the repair renovations lottery fund.

Commissioner Hargett moved to approve the PSBRRF Reimbusement, seconded by Commissioner Melton, and the motion carried unanimously.

D. Tax Refund Request Through April 30, 2025 in the Amount of $73,955.53 - Melissa O'Loughlin, Tax Administrator.

Melissa O'Loughlin, Tax Administrator, said that the majority of the refund is allocated to White Oak Manor. She explained that the refund was so large due to the business having submitted a check to the county before selling its operations to another entity. Since White Oak Manor no longer holds any business personal assets or property, the county is required to issue a refund.

Commissioner Melton moved to approve the tax refund request, seconded by Vice-Chairman Moore, and the motion carried unanimously.

E. House Bill 765 Discussion - Attorney, Jana Berg, and Cathy Ruth, Planning and Economic Development Director.

Attorney Berg, and Cathy Ruth explained the potential impacts that House Bill 765 could have on Polk County.

F. Resolution for the opposition of House Bill 765 - Attorney Berg.

Attorney Berg read the following resolution for the Board's consideration:

"WHEREAS, the Polk County Board of Commissioners is dedicated to protecting the interests, well-being, and autonomy of the residents of Polk County; and

WHEREAS, House Bill 765 proposes legislative changes that would have a negative impact on local governance, financial stability, environmental integrity, and the overall quality of life in our county; and

WHEREAS, the Polk County Board of Commissioners strongly believes in the importance of local decision-making and the ability of local governments to craft policies tailored to the specific needs and priorities of their communities, free from undue state-level interference; and

WHEREAS, the passage of House Bill 765 would place unnecessary burdens on Polk County residents, potentially resulting in uncontrolled growth and development, lack of community input, and financial strain; and

WHEREAS, residents, business leaders, and community advocates within Polk County have expressed serious concerns regarding House Bill 765 and its ramifications, underscoring the widespread opposition among those who would be directly affected; and

WHEREAS, the Polk County Board of Commissioners calls upon state legislators to engage with local leaders to develop more equitable, practical, and community-centered legislative solutions;

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Commissioners opposes House Bill 765 and urges members of the North Carolina General Assembly to reject this measure, recognizing its negative effects on local governance and community well-being."

Commissioner Hargett moved to adopt the resolution, seconded by Commissioner Melton, and the motion carried unanimously.

8. <u>Citizen Comments on Non-Agenda Items.</u>

There was one citizen comment.

9. Volunteer Board Applications

A. Board of Adjustment - There are two vacancies and one applicant; Teresa (Terri) Morrin.

Commissioner Melton moved to appoint the applicant as presented to the Board of Adjustment, seconded by Commissioner Beiler, and the motion carried unanimously.

B. Equalization and Review Board - There is one vacancy and two applicants; Teresa (Terri) Morrin, and Adrienne Reilly.

Vice Chairman Moore nominated Adrienne Riley to be appointed to the Equalization and Review Board.

Commissioner Beiler moved to appoint Adrienne Riley as presented to the Equalization and Review Board, seconded by Commissioner Melton, and the motion carried unanimously.

Chairman Yoder said that Melissa O'Loughlin, Tax Administrator, and overseer of the Equalization and Review Board requested that the Board of Commissioners appoint Teresa (Terri) Morrin to the Equalization and Review Board as an At-Large Alternate.

Commissioner Beiler moved to appoint Teresa (Terri) Morrin to the Equalization and Review Board as an At-Large Alternate, seconded by Vice-Chairman Moore, and the motion carried unanimously.

C. Green Creek Fire District Tax Commission - There are three vacancies and two applicants; Randy Ingle, and Andrew Roddy.

Commissioner Beiler moved to present the applicants as presented, seconded by Commissioner Melton, and the motion carried unanimously.

D. Sunny View Fire District Tax Commission - There are three vacancies and three applicants; David Bradley, Marshall McGuinn, and Harold Odell.

Vice-Chairman Moore moved to appoint the applicants as presented, seconded by Commissioner Melton, and the motion carried unanimously.

E. Tryon Fire District Tax Commission - There are three vacancies and two applicants; Dalton Putnam, and Joshua Walton.

Manager Pittman explained that Joshua Walton is currently a member of the Fire and Rescue Advisory Committee (FRAC), and his appointment to the Tryon Fire District Tax Commission would create a conflict of interest. Mr. Walton made the decision to withdraw his name from consideration for the position, because he wanted to continue serving as a member of FRAC.

Commissioner Melton moved to appoint Dalton Putnam as presented to the Tryon Fire District Tax Commission, seconded by Commissioner Hargett, and the

motion carried unanimously.

10. Commissioner Comments.

    The Commissioners collectively thanked everyone in attendance.

11. Adjournment

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

Attest:	POLK COUNTY BOARD OF COMMISSIONERS
_____	_____
Kennedy E Freeman Clerk to the Board	Myron Yoder Chairman

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearing
June 2, 2025 - 5:00 PM
Bryant H. Womack Justice & Administration Building
40 Courthouse Street
Columbus, NC 28722
MINUTES

Present: Chairman Yoder, Vice-Chairman Moore, Commissioner Beiler, Commissioner Melton, and Commissioner Hargett. Also present were Manager Pittman, Clerk to the Board Freeman, media and citizens.

Absent: Attorney Berg.

1. Public Hearing on the Proposed FY 2025/2026 Budget

   A. Call to Order the Public Hearing - Chairman Yoder. The purpose of the public hearing is to receive public comment on the proposed FY 2025/26 budget. The public hearing was properly advertised in the Tryon Daily Bulletin. A copy of the County Manager's recommended budget for FY 2025/26 is available for review on the County website, www.polknc.gov, or in the County Manager's Office located in the Bryant H. Womack Justice and Administration Building, 40 Courthouse St., Columbus.

   B. Citizen Comments

   There was one citizen comment.

2. Commissioner Comments

   The Commissioners collectively thanked everyone who attended the public hearing.

   Manager Pittman also provided an update on the ongoing tax appeal hearings by the Equalization and Review Board. He said that while the hope is that the FY 2025/26 recommended tax rate will not change from .4342, there is still a possibility of an increase depending on the outcome of the hearings. Pittman stated that the Equalization and Review Board has numerous appeals to process, including several large businesses within the county. The county is committed to working diligently to maintain the tax rate at 0.43.

3. Adjourn the Public Hearing

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

Attest:

POLK COUNTY BOARD OF COMMISSIONERS

_____

Kennedy E Freeman
Clerk to the Board

_____

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.B

Juvenile Crime and Prevention Council (JCPC) Annual Plan and Budget for FY 2025/2026.

ATTACHMENTS

1. Polk FY 25-26 County Funding Plan
2. Executive Summary 2025-2026 (C)
3. Risk and Needs Summary Report FY25-26
4. polkcertification25-26

Polk County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ **$83,404** Local Match: $ **$24,906** Rate: _____

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Admin	$5,100						$5,100	
2	Kids at Work! Polk	$50,617	$10,123		$5,328			$66,068	23%
3	Vocational Direcctions Polk	$27,687	$5,537		$3,918			$37,142	25%
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$83,404	$15,660		$9,246			$108,310	23%

The above plan was derived through a planning process by the Polk County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025 - 2026 .

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☑ initial plan ☐ update ☐ final

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

-----DPS Use Only-----

Reviewed by _____ _____
Area Consultant Date

Reviewed by _____ _____
Program Assistant Date

Verified by _____ _____
Designated State Office Staff Date

ver 03/02/21

Notes for the County Funding Plan form

This form will calculate and display the amount of unallocated funds in the county if any.
*NOTE: if a negative number appears on the Amount of Unallocated Funds line, it indicates over-allocation of DPS-JCPC funds and correction is required.

Cells with zero “0” values will always display blank even if a zero is typed into the cell.

Available Funds Line
*Enter the county allocation for the year.
*Verify that this amount is correct for the given county.
*Do not adjust this amount by adding discretionary funds or subtracting reverted funds.

Discretionary Funds Line
If Discretionary Funds are included in one or more program's revenues, indicate the total amount of these funds on the designated line in the lower left hand portion of the form. If there are no discretionary funds, leave that line blank.

Reverted Funds Line
If any DPS-JCPC funds are reverted back to DPS by one or more programs or JCPC administration, show the total amount of the reverted funds on the designated line in the lower left hand portion of the form. If no funds are reverted, leave that line blank.

Check Type Boxes
Please indicate at the lower left whether the funding allocation page is the initial one for the year, an update, or if it is the final one for the year.

Executive Summary

The Polk County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated this County Plan for FY 2024-2025. In 2019, House Bill 593 passed which approved an optional 1 or 2-year funding cycle for DPS JCPC funds, which is determined locally by each JCPC statewide. Also included in the HB was Raise the Age in N.C. which directs 16 & 17 years old from District Court to Juvenile Court. In order to see any new possible trends in juvenile justice data (now serving 16 & 17 year old) and to plan programming in the community accordingly, the Polk County JCPC approved a 1 year funding cycle. Data continues to be monitored by the JCPC annually which provides direction to which funding cycle is most beneficial to the community and Council.

The JCPC has identified the issues and factors which have an influence and impact upon vulnerable youth, at-risk youth, delinquent youth, and their families in Polk County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Monitoring and Evaluation: Each program funded in the past fiscal year by the JCPC has been monitored by the JCPC Monitoring Committee and programs were found in full compliance with DPS JCPC Policy and within the operating parameters of their budget and, providing the services as described in their program agreement. The monitoring results and program outcome evaluations were considered in making funding allocation decisions. The JCPC will continue to conduct annual implementation monitoring of its funded programs.

Priorities for Funding: Through a review of risk & needs assessment data, the Youth Assessment Screening Inventory (YASI) data and a community resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Polk County.

1. Substance Abuse Assessment/Treatment
2. Interpersonal Skills Building
3. Restitution/Community Service
4. Temporary Shelter
5. Parenting/Family Skill Building
6. Crisis Counseling
7. Psychological Assessment
8. Mediation
9. Structured Day
10. Home Based Family Counseling
11. Tutoring/Academic Enhancement
12. Teen Court

Funding Recommendations: Having advertised a Request for Proposals (RFP) for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public, Division of Juvenile Justice and Delinquency Prevention funds to the following programs in the amounts specified below for the upcoming fiscal year: (Also, see the Polk County Funding Plan with this report.)

The JCPC further recommends that the following amount be allocated for the administrative costs of the Council for the fiscal year 25-26: $5100.

1. Kids at Work - $50,617.00
2. Vocational Directions - $27,687.00

Respectfully Submitted,

_____, Chair, _____ County Juvenile Crime Prevention Council

Date: _____

SUMMARY REPORT OF THE RISK AND NEEDS ASSESSMENT COMMITTEE

I. Youth Assessment and Screening Instrument (YASI) Summary
II. Summary of Community Resources
III. Summary of Gaps and Barriers in the Community Continuum
IV. Proposed Priority Services for Funding

Introduction:

Juvenile Court Services implemented the Youth Assessment and Screening Instrument (YASI) beginning January 1, 2021; the following data summary represents data gleaned from the YASI administered FY 22-23.

In reviewing and prioritizing the elevated risk and needs extracted from this data set, one must consider the utilization of YASI:

1. As a predictor of future risk of offending; and
2. As a Case Management instrument for determining level of service and types of services necessary to reduce recidivism.

Part I. Youth Assessment and Screening Instrument (Full YASI)

The Risk and Needs Assessment Committee reviewed aggregate data gleaned from YASI assessments administered in the county during the previous fiscal year. The full assessment consists of over 100 separate items useful for both predictive risk and case management, so data reported from this review will consist of county-level risk factors that may be prioritized by the JCPC for RFP development, as well as for highlighting prevalent issues among court involved juveniles that individual programs and community-based service organizations will want to consider when working with court-involved juveniles in the county.

All juveniles at intake receive the YASI Pre-Screen (33 questions) which is also embedded in each full assessment. The aggregate outputs from full YASI assessments are just one of the data sources used by the Committee and, are the focus of summaries that follow in this document.

YASI questions are framed in either a historic context (Legal History, for example), or in some cases, “current” or “prior three-months” timeframes for other, more dynamic, questions.

General Observations and Points of Interest

Risk Level: 13 or 52% of the 25 assessed youth exhibited low risks. This is higher than the state's rate of 40% and has increased from last year's 48% of assessed Polk County youth.

Needs Level: 20 or 80% of the 25 assessed youth exhibited low or very low needs. This is significantly higher than the state's 53%.

Strengths Level: 17 or 68% of the 25 assessed youth exhibited high or very high strength levels. This is much higher than the state's 53%.

The youth of Polk County are low risk, have very low needs and have very high strengths levels.

Legal History

Q2 Age at first referral – 16% of the assessed youth were under 12 when they were first referred. This is higher than the state level of 10% and might be a statistic to pay attention to.
For most of the other legal history data (previous weapon offense, referrals for person crimes, juveniles with felony referrals, etc.), Polk County is below the state average and is improving from past years' data.

Family Domain

Q1 & 2 Kicked Out & Runaway – 4 or 16% of assessed youth were kicked out of their home and 8 or 31% have run away from home and/or placement before. This is significantly higher than the state's averages of 6% and 21%, respectively.

Q4 Family Alcohol/Substance Abuse & Mental Health – 6 or 24% of the assessed youth had family members with alcohol and/or substance abuse issues compared to the State's rate of 15%. 5 or 20% of the 25 assessed youth had family members with mental health issues compared to the State's rate of 14%. While both are significantly higher than the State rates, these numbers are still estimated to be under-reported.

Q6 Living Arrangements – Only 2 of the assessed youth are in foster care. While this is approximately the same as the average 9% of state youth assessed, it is still a large issue for Polk County. There are many times when DSS social workers stay overnight with juveniles in the offices so that the juveniles will have a safe place to sleep until placement can be found.

School Domain ***Only applied to 20 of assessed youth***

Q3 School Conflict – a quarter of assessed youth reported infractions in the past 3 months. This is higher than the State average of 16%. However, there is a much lower rate of police reports filed by the schools compared to the State: 15% in Polk vs. 27% for the State. This implies that, while the rate of infractions are higher, the schools prefer to handle issues in-house or that the infractions are of a lower-level and do not constitute a crime.

Community & Peers

Q1 Peers/Associates – Lower levels of assessed youth reported having no friends, negative influences than the state levels (8% and 24% to the state's 16% and 47%). No Polk youth reported any involvement or influences from gang members.

Q2 Negative Peer Associations – In line with previous questioning, only 4 of the youth reported sometimes going along with negative peers, compared to the state rate of 32%. No one reported usually going along with or leading those groups, which is also lower than the state level.

Alcohol and Drugs ***Only 9 youth answered "Yes" to questions about drug or alcohol usage. This council recognizes that this number may be underreported, although it is similar to the state level of 40% answering "Yes"

Q2 Age at 1st use – One youth reported first using drugs or alcohol before age 12, 5 reported first use between ages 12-15, and 3 reported not using until 15 or older. This range is skewed older than the state average, which was 78% using for the first time between the ages of 12-15.

The rates of Alcohol/drug use disrupting function are much lower than the state average as well as rates of previous alcohol/drug treatment. This implies that these youth are not in serious states of addiction and that less-intensive intervention might be effective.

Mental Health Domain ***The mental health domain applied to all 25 assessed youth. The council would like to recognize that mental health problems are a pervasive illness that is deeply affecting children's education, safety, aggression, and futures. Untreated mental and behavioral health issues can have profound consequences on the trajectory of a child's life. Over half (14) of the assessed youth answered yes to not only having mental health problems but to being diagnosed with a mental health disorder. This is higher than the state average of 41%.

Q6 Victimization History – 7 or 28% of the 25 assessed youth were considered to have some type of sexual vulnerability. This is significantly higher than the state's rate of 7%. Also, 3 or 12% were victims of bullying, slightly higher than the state rate of 10%.

Part II. Summary of Community Resources

The following is a list of existing resources. It is not a measure of resource effectiveness and/or sustainability:

JCPC Funded Programs 2023 - 2024

- kids at work! Polk - Interpersonal Skill Building Program
- Project Challenge - Community Service and Restitution Program
- Vocational Directions Polk- Community Service and Restitution Program

Department of Public Safety - Community Programs Funded Programs

- Treatment Alternatives for Sexualized Kids (TASK) (Iredell) - Intensive intervention
- Methodist Home for Children, Inc. Multi-Purpose Group Home – Macon
- Western Area Multi-Purpose Juvenile Crisis and Assessment Center
- AMI Kids North Carolina Family Services, Inc. Functional Family Therapy (FFT)
- Eckerd Connects - Short-Term Residential

Structured Activities

- Mentoring:
  - Big Brother and Big Sister (impossible for court youth to access)
  - The Gather Community Collaborative - Steven Martinez
- Interpersonal Skill Building
  - Polk County's School Clubs and Athletics
  - Boy Scouts/Girl Scouts, Parks and Recreation, Faith Groups, 4-H, and private classes (financial barrier)
  - Steps to Hope Empower Martial Arts (adolescent skill-building karate)
- Tutoring/Academic Program:
  - After School Enrichment/PEAK program
  - After School Program - Middle School and High School
  - Higher Academia - 501 C 3 providing academic assistance. Will take community referrals
- Vocational Service
  - Career Tech (School Based/Restricted)
  - Job Corp (Restricted)
  - Vocational Rehab (17 & 18 only, but unlikely)

Restorative Services

- Project Challenge - Restitution/Community Service (JCPC Funded)
- Vocational Directions (VD) - Restitution/Community Service (JCPC Funded)

Community Day Programming

- ARC
- Clinical Treatment
- Crisis Counseling: Mobile Crisis (Individual)

- Family Preservation – Medicaid/Indigent Services: substance abuse (limited)
- Counseling: Private sector providers
- Intensive In-Home Counseling: MST - Youth Villages, Family Preservation Services
- Children's Hope Alliance - TASK (Sexually Aggressive Youth)
- Vaya LME: Private Sector Providers
- Medication Management
- Equine Therapy - Guiding Reigns and Promise Ponies Ministry
- Family Functional Therapy

Residential Services

- Tarheel Challenge Academic Program (Limited and Restricted)
- Job Corp (Restricted)
- Therapeutic Foster Care (limited)
- Eckerd Connects
- Respite (Limited)
- Enhanced Services - Children's Hope Alliance (Sexual aggressive youth residential treatment)
- Foster Homes/Group Residential Program (Restricted Based on Funding)
- Domestic Violence Shelter - Steps to Hope (Restricted to victims of Domestic Violence)

Part III. Summary of Gaps and Barriers in the Continuum of Services

Structured Activities

- Mentoring (Limited Access for Court involved youth)
- Tutoring/Academic Enhancement (Restricted and Limited)
- Parent Training/Family Skill Building (Limited)
- Experiential Skill Building (Limited)
- Vocational Skill Building (Restricted)
- Interpersonal Skills (JCPC funded program would not be available without JCPC Funds)
- Mediation/Conflict Resolution (Not available in the community, but highly needed)

Restorative Services

- Restitution/Community Services (JCPC funded programs would not be available without JCPC Funds)
- Teen Court (Not available in the community, but highly needed and wanted)
- Lack of referrals for JCPC-funded programs from SROs

Clinical Treatment

- Psychological Assessment (Time Barrier, not JCPC-Funded)
- Home Based Counseling (Limited)
- Outpatient Substance Abuse Treatment for Youth (Hard to Access and Limited)
- Sex Offender Treatment (Limited)

- Sex Offender Assessment (Limited)
- Psychological Educational Counseling

Residential Services

- High need for residential services.
- Group Home for Delinquent - Level III Youth and Post-Release Youth (Limited and Hard to Access)
- Foster Care for Pre-Adjudicated youth through Post Released Youth (Hard to Access)
- Runaway Shelter in Buncombe County is closed.
- Temporary Shelter Care - No good option for youth with high needs or in a crisis situation.

Gaps and Barriers to JCPC Programs and other Community Programs

- Lack of therapeutic foster care placements
- Families not having insurance or having the ability to pay copays or deductibles for health or behavioral health care
- Youth and families feeling isolated from peers, family and community
- Lack of availability of residential placements for PRTF or Level I Transportation
- Food insecurity
- Continuation of stressors/trauma on youth and families caused by COVID-19 pandemic
- Traumatic experiences that impact youth and parents
- Difficulty in scheduling health or behavior health appointments or psychiatric appointments

Part IV. Proposed Priority Services for Funding

The Committee proposes that the following services in ranked order be approved as the funding priorities for FY 24-25:
The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services that are currently available in the community and are sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

PRIORITIES FOR FY 2024-2025:
~ Substance Abuse Assessment/Treatment
~ Interpersonal Skills Building
~ Restitution/Community Service
~ Temporary Shelter
~ Parenting/Family Skill Building
~ Crisis Counseling
~ Psychological Assessment
~ Mediation
~ Structured Day
~ Home-Based Family Counseling
~ Tutoring/Academic Enhancement
~ Teen Court

North Carolina Department of Public Safety
Juvenile Justice and Delinquency Prevention

JCPC Program - Program Application

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 25-26	**DPS/JCPC FUNDING # (cont only)**	075-XXXX
COUNTY:	Polk	**AREA:**	Western Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	JCPC Administration		

SPONSORING AGENCY:	Polk County			
SPONSORING AGENCY PHYSICAL ADDRESS:	*			
	*	NC	00000	
SPONSORING AGENCY MAILING ADDRESS:	*			
	*	NC	00000	
TYPE:	Public		**FEDERAL ID #**	566000333 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
45507	JCPC Admin Certification	JCPC Certification	$ 5,100
		Total cost of components:	$ 5,100

Program Manager Name & Address *(same person on signature page)*

Name:	Jess Supik		**Title:**		
Mailing Address:	3 Orwell Avenue		**City:**	Asheville	**Zip:** 28806
Phone:	(828) 776-1850	**Fax:**		**E-mail:**	Jessica.Supik@vayahealth.com

Contact Person *(if different from program manager)*

Name:	Jess Supik		**Title:**		
Mailing Address:	3 Orwell Avenue		**City:**	Asheville	**Zip:** 28806
Phone:	(828) 776-1850	**Fax:**		**E-mail:**	Jessica.Supik@vayahealth.com

Program Fiscal Officer *(cannot be program manager)*

Name:	Sandra Hughes		**Title:**		
Mailing Address:	P.O. Box 308		**City:**	Columbus	**Zip:** 28722
Phone:	(828) 894-3302	**Fax:**		**E-mail:**	shughes@polknc.org

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2025-2026

Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Are members appointed for two-year terms and are those terms staggered? Yes

C. Is membership reflective of social-economic and racial diversity of the community? No

D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Polk Co is currently working to approve Jessica Winkel for the mental health positiion,
Polk Co is recruiting for the Local Sheriff, Member of Faith Community, A person under 21, Juvenile Defense Attorney, Chief District Judge, Member of Business Community and Representative of Parks and Rec.

Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are Attached

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes

D. Does the JCPC have written policies and procedures for funding and review? Yes

E. These policies and procedures On file

F. Does the JCPC have officers and are they elected annually? Yes

Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

Planning

A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? Yes

☑ RFP, Distribution List, and Advertisement attached

B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as Yes

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

Polk Co is working to recruit members reflective of the community, racial and social economic makeup.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Polk County - FY 25-26

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Todd Murphy	Superintendent		White	Male
2) Chief of Police or designee	Scott Hamby	Chief of Police for Columbus		White	Male
3) Local Sheriff or designee	VACANT				
4) District Attorney or designee	Robert Beaver	Assistant DA	☑	White	Male
5) Chief Court Counselor or designee	Adrienne Becton-Marsh	Chief Court Counselor		Black or African-American	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Jessica Supik	System Care Coordinator	☑	White	Female
7) Director DSS or designee	Robin Elliot	Social Work Supervisor	☑	White	Female
8) County Manager or designee	Ange High	Clerk/County Manager Assistant	☑	White	Female
9) Substance Abuse Professional	Yanet Cisneros	Opioid Response Planner		Hispanic/Latino	Female
10) Member of Faith Community	VACANT				
11) County Commissioner	Jennifer Hargett	County Commissioner		White	Female
12) A Person Under the Age of 21	VACANT				
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	VACANT				
14) Juvenile Defense Attorney	VACANT				
15) Chief District Judge or designee	VACANT				
16) Member of Business Community	Jessica Winkel	Sysem of Care Coordinator		White	Female
17) Local Health Director or designee	Doreen Iacona	HHS Agency	☑	White	Female
18) Rep. United Way/other non-profit	VACANT				
19) Representative/Parks and Rec	Holly Williams	Parks and Recreation		White	Female
20) County Commissioner appointee	Teri Palmer	Commissioner appointee	☑	Black or African-American	Female
21) County Commissioner appointee	VACANT				
22) County Commissioner appointee	VACANT				
23) County Commissioner appointee	VACANT				
24) County Commissioner appointee	VACANT				
25) County Commissioner appointee	VACANT				
26) County Commissioner appointee	VACANT				

SECTION V: TERMS OF AGREEMENT

NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES once an application is approved for funding.

This Agreement is entered into by and between Department of Public Safety *(hereinafter referred to as DPS),* and _____ County *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and _____ (hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Terms of Agreement

This Agreement shall become effective _____ and shall terminate _____.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed $_____ for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs

Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring;*

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and with the due dates established by DPS;

14. Make personnel reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS

JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);

2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).

6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall

follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC* and Community Programs Section-Funded Programs Minimum Standards Policy,
Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Governments or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor’s office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program’s fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention
Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement, *No Overdue Tax Debts,* completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed, before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this

Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 25-26

Item #	Justification	Expense	In Kind Expense
190	Admin Support	$3,400	
220	Food/Provisions for JCPC Meetings	$500	
260	Materials for JCPC Meetings	$100	
550	Laptop for Admin	$1,100	
TOTAL		**$5,100**	**$0**

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	JCPC Administration		
Fiscal Year:	FY 25-26	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services	**$3,400**		**$3,400**
120 Salaries & Wages			$0
180 Fringe Benefits			$0
190 Professional Services*	$3,400		$3,400
*Contracts MUST be attached			
II. Supplies & Materials	**$600**		**$600**
210 Household & Cleaning			$0
220 Food & Provisions	$500		$500
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$100		$100
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services			**$0**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay	**$1,100**		**$1,100**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment	$1,100		$1,100
580 Buildings, Structure & Improv.			$0
Total	**$5,100**	**$0**	**$5,100**

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)			
FY 25-26	**Polk County**		**Funding ID: 075-XXXX**
Sponsoring Agency:	Polk County		
Program:	JCPC Administration		

$5,100	**DPS/JCPC Funds**	* This is the amount of your request on your application	
0%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$5,100	**TOTAL**	$0	$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director **Date**

Chair, Juvenile Crime Prevention Council **Date**

Jess Supik 6/6/25

Program Manager **Date**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.C

2025 Recruitment and Retention Resolution.

ATTACHMENTS

1. 2025 Recruitment and Retention resolution_6.16.25

POLK COUNTY
RECRUITMENT & RETENTION
RESOLUTION

WHEREAS, Polk County, North Carolina, like most regions across the State and Country is experiencing a much higher unemployment rate than normal; and

WHEREAS, Polk County Local Government has had a large number of vacancies in different County departments, including emergency services; and

WHEREAS, these positions have remained vacant for an extended time period, using all the standard recruitment strategies and methods; and

WHEREAS, we understand and are sympathetic to other businesses and organizations experiencing the same staffing difficulties, however, the services Polk County Local Government employees provide to the citizens are deemed essential, and many positions are statutorily required and provide emergency and life safety functions in the community.

Therefore, be it resolved, the Polk County Board of Commissioners enact the following temporary recruitment and retention measures:

> Full-time non-exempt emergency personnel working in the following departments: Sheriff, Jail, Animal Control, School Resource Officers, EMS, and 911 Communications, at the discretion of the County Manager, may be paid overtime hours instead of accruing compensation time beginning in the June 30, 2025 pay period and ending in the December 15, 2025 pay period.
>
> Any new person who accepts a full-time regular or part-time regular position with Polk County Local Government between July 1, 2025, and December 31, 2025, will receive a one thousand dollar ($1,000) hiring bonus after they complete the customary probation period

Adopted the 7th day of September 2021. Amended the 20th day of September 2021. Amended the 6th day of December 2021. Amended the 6th day of June 2022. Amended the 3rd day of April 2023. Amended the 19th day of June 2023. Amended the 6th day of November 2023. Amended the 3rd day of June 2024. Amended the 2nd day of December 2024. Amended the 16th day of June 2025.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

Kennedy Freeman
Clerk to the Board

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.D

Schedule a Public Hearing for proposed new road names to be considered on Monday, July 21, 2025, at 5:00 pm in the Bryant H. Womack, Justice and Administration Building, 40 Courthouse Street, Columbus.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.E

GF - Opioid/McKinsey Payment - Budget Amendment for $17,728.

ATTACHMENTS

1. GF-Opioid Budget Amendment

BUDGET AMENDMENT: ADDITION
DATE: 6/16/2025 Per Ordinance
Dept.: **GF-Opioid/McKinsey Payment**

BATCH #: _____ LINE_____
(for accounting use only)

Amendment # : **50**

INCREASE EXPENSE

GL ACCOUNT #	Amount
10-9300-4562-0 Restricted-Opioid	$ 17,728
	$ 17,728

INCREASE REVENUE

GL ACCOUNT #	Amount
10-3282-0000 Opioid Payment	$ (17,728)
	$ (17,728)

EXPLANATION: Increase revenue and restricted expense for McKinsey Opioid payment that must be recorded in the General Fund, separate from the settlement funds recorded in the Opioid SRF

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.F

ETSF - Fund 60 - Budget Amendment of $136,698 for the uninterruptible power source (UPS) purchase.

ATTACHMENTS

1. UPS_BA_6.16.25

BUDGET AMENDMENT: Appropriate Fund Balance and Transfer
DATE: 6/16/2025 BOC Meeting BATCH #: _____ LINE_____
From Fund: **ETSF -Fund 60** (for accounting use only)

Amendment # : **Fund Balance #11-F; Transfer #44**

Appropriate/Transfer from:

Description	GL ACCOUNT #	Amount
Fund Balance Approp	60-3991-0000	$ (66,448)
Fund Balance Desig	60-4325-9911-0	$ (70,250)

Department - Communication

Description	GL ACCOUNT #	Amount
Capital Outlay	60-4325-5000-0	$ 136,698

EXPLANATION: To appropriate fund balance and transfer available funds for the UPS purchase for the renovated Communication building.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 7.G

Sheriff, School Resource Officers, and Jail Budget Transfers - Budget Amendment of $108,108.

ATTACHMENTS

1. Sheriff_BA_6.16.25

POLK COUNTY FINANCE
BUDGET AMENDMENT
DATE: 6/16/2025 BOC Meeting
Transfer From: Personnel & Contingency
Transfer To: Overtime - various

BATCH #: _____
(For accounting only)

Amendment # : #3-C Contingency #46 Transfer

Increase Expenditures:

GL ACCOUNT #	Description		Amount
10-4310-1330-0	Sheriff	$	39,317
10-4311-1330-0	SRO		5,650
10-4320-1330-0	Jail		63,141
			108,108

Decrease:

GL ACCOUNT #	Description		Amount
10-9200-1330-0	OT add'l budget	$	(78,829)
10-9300-950-0	Contingency		(29,279)
			(108,108)

EXPLANATION: To transfer the OT budget from personnel to departments that need the funds with the balance coming from contingency.

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 Finance
Contingency Balance - FY25
Schedule of Budget Amendments

Contingency

Original Budget at July 1, 2024	$ 100,000	

Department	Unbudgeted Expense	Amount	
Sheriff	OT for Green River Cove area	12,828	07/22/24
Elections	Budget shortfall due to November election	26,270	04/14/25
Sheriff, SRO & Jail	Over-time funds	29,279	06/16/25 *if approved*
	Total to date	$ 68,377	

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

Budget in contingency if approved **$ 31,623**

BE IT ORDAINED by the Polk County Board of Commissioners of Polk County, North Carolina:

Section 1: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Current Year Property Tax	$	20,674,016
Current Year Motor Vehicle Tax		1,240,709
Prior Year Property Taxes		226,567
Prior Year Motor Vehicle Taxes		-
Tax Penalties		101,772
Tax Advertising Revenue		8,600
Garnishment Fees		2,130
Foreclosure Fees		-
Tax Collection Fees		85,401
Tax Discounts		(260,653)
Tag Office Notary Fee		38,370
Sales Tax		7,243,274
Register of Deeds		142,065
Tag Office		88,725
Cable Franchise		15,000
JCPC		83,404
Emergency Management		38,904
Library State Aid		95,923
Hold Harmless - Medicaid		278,729
Court Cost & Fees		63,497
Sheriff's Services		21,337
Election Filing Fees		-
Jail Fees		372,300
Building Permits		306,944
Zoning/Subdivision Fees		12,150
Reg of deeds - Excise Stamps		250,000
R.O.D. -10% Office Enhance		25,000
EMS Receipts		1,307,520
School Resource Officer		183,330
NC AG Cost Share		25,605
Agriculture-Fees/Grants		12,000
Fire Inspection/Alarm Fee		10,000
Library Fines & Fees		1,500
Library Grants/Donations		13,710
Recreation		3,000
Interest Income		942,500
Rents		2,400
ABC Revenues		5,100
Donations/Bequests/Grants		-
Miscellaneous		275
Transfer In		72,958
Fund Balance Appropriation		536,727
Total General Fund Revenues	**$**	**34,270,789**

Section 2: The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Governing Body	$	429,031
Administration		509,852
Finance		463,626
Human Resources		119,553
Tax Collector/Assessor		707,782
Tag Office		92,527
Legal		88,937
Courts		16,500
Elections		307,232
Register of Deeds		280,559
Public Buildings		624,175
Information Systems		766,611
Sheriffs Departments		8,069,094
Communication		983,262
Emergency Services		3,337,783
Building Inspections		373,859
Forestry		108,245
Planning & Zoning		198,552
Cooperative Extension		260,061
Soil & Water Conservation		182,562
Agriculture Economic Development		155,131
Mental Health & Alcohol Rehab		80,091
Juvenile Crime Prevention		99,064
Education		6,766,271
Economic & Development		86,683
Library		795,042
Recreation		454,478
Debt Service		2,477,190
Personnel		372,893
Non-Department		
Contingency		100,000
Insurance/Other		967,878
Transfers to Other Funds		3,996,265
Total General Fund Expenditures	**$**	**34,270,789**

Section 3: It is estimated that the following revenues will be available in the Health and Human Services Agency Fund (HHSA) for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Social Service Program Revenues	$	2,973,400
Senior Center Services		228,177
Transportation Services		579,100
Veterans Administration		2,175
Public Health Services		708,014
Grants		-
Miscellaneous		-
Transfer from General Fund		3,136,815
Total HHSA Revenue	**$**	**7,627,681**

Section 4: The following amounts are hereby appropriated in the HHSA Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Social Services	$	4,990,987
Transportation		1,009,224
Health Dept.		990,202
Senior Centers		551,905
Veteran's Administration		85,363
Total HHSA Expenditures	**$**	**7,627,681**

Section 5: It is estimated that the following revenues will be available to the Revaluation Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Transfer from General Fund	$	174,537
Fund Balance Appropriation		-
Investment Earnings		-
Total Revaluation Revenue	**$**	**174,537**

Section 6: The following amounts are hereby appropriated in the Revaluation Fund for revaluation of property in Polk County during the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Revaluation		174,537
Total Revaluation Expenditures	**$**	**174,537**

Section 7: It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

NC 911 Funds	$	477,801
Fund Balance Appropriation		351,082
Total E-911 Revenue	**$**	**828,883**

Section 8: The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Operations/Capital	$	828,883
Total E-911 Expenditures	**$**	**828,883**

Section 9: It is estimated that the following revenues will be available in the Tourism Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Occupancy Tax	$	348,607
General Fund Transfer		7,267
Fund Balance Appropriation		15,191
Tourism Revenue	**$**	**371,065**

Section 10: The following amounts are hereby appropriated to the Tourism Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Salaries & Benefits	$	234,419
Operations/Programs		136,646
Tourism Total Expenditures	**$**	**371,065**

Section 11: It is estimated that the following revenues will be available in the Capital Reserve Fund the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Transfer from General Fund	$	632,646
Fund Balance Appropriation		-
Interest Income		-
Total Capital Reserve Revenue	**$**	**632,646**

Section 12: The following amounts are hereby appropriated to the Capital Reserve Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Reserve for Future Dam Repair	$	-
School Capital Set-aside		632,646
		-
Capital Reserve Expenditure	**$**	**632,646**

Section 13: It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Tipping Fees	$	2,026,812
Availability Fees		390,000
Other Revenues		141,489
Fund Balance Appropriation		-
Solid Waste Total Revenues	**$**	**2,558,301**

Section 14: The following amounts are hereby appropriated to the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Salaries & Benefits	$	439,475
Operations		2,118,826
Solid Waste Total Expenditures	**$**	**2,558,301**

Section 15: It is estimated that the following revenues will be available in the Internal Service Fund the fiscal year beginning July 1, 2025, and ending June 30, 2026:

Health Insurance Premiums	$	-
Fund Balance Appropriation		50,500
Internal Service Total Revenues	**$**	**50,500**

Section 16: The following amounts are hereby appropriated to the Internal Service Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Transfer to General Fund	$	50,500
Internal Service Total Expenditures	**$**	**50,500**

Section 17: It is estimated that the following revenues will be available in the Other Miscellaneous Governmental Special Revenue Fund the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Representative Payee (DSS Trust)	$	210,000
Deed of Trust Funds		20,000
Fines and Forfeitures		150,000
Miscellaneous		130,000
Total Misc. Governmental Revenues	**$**	**510,000**

Section 18: The following amounts are hereby appropriated to the Other Miscellaneous Governmental Special Revenue Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Representative Payee (DSS Trust)	$	210,000
Deed of Trust Funds		20,000
Fines and Forfeitures		150,000
Miscellaneous		130,000
Total Misc. Governmental Expenditures	**$**	**510,000**

Section 19: It is estimated that the following revenues will be available in the Opioid Settlement Special Revenue Fund the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Opioid Settlement Funds	$	256,982
Opioid Settlement Total Revenues	**$**	**256,982**

Section 20: The following amounts are hereby appropriated to the Opioid Settlement Special Revenue Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the County:

Public Health		256,982
Opioid Settlement Total Expenditures	**$**	**256,982**

Section 21: There is hereby levied for Fiscal Year 2026 an ad valorem property tax on all property having a situs in Polk County as listed for taxes as of January 1, 2025, at the statutory tax rate of $0.4277 per one hundred dollars ($100) of assed value of such property, pursuant to and in accordance with the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable law for the purpose of raising revenue included in " Current Year Property Taxes" in the General Fund in Section 1 of this ordinance.

Section 22: The following rates are levied per $100.00 for the Fire Districts:

Columbus	0.0950
Green Creek	0.1037
Mill Spring	0.0827
Saluda	0.1250
Sunny View	0.0747
Tryon	0.1038
Edneyville	0.0630
Blue Ridge	0.0967
Dana	0.0794

Section 23: There is hereby levied a tax rate of 0.0352 per $100 for the Harmon Field District.

Section 24: There is hereby levied a tax rate of 0.03 per $100 for the Saluda School District.

Section 25: As provided by the resolution by the Polk County Board of Commissioners on Monday, February 20, 1995, the operating allocation to the Polk County Schools shall be made according to Purpose and Function, provided that they do not change the local appropriation. The Board of Education may change the allocation of funds within Purpose & Function up to 9% with no notice, and 10% or more with the approval of the Board of Commissioners. The Board of Education may appropriate Fund Balance without complying with the above requirements, but they should notify the Board of Commissioners within a timely manner. Payments for all capital expenditures shall be made upon presentation of the appropriate invoices to the County Finance Office.

Section 26: The following procedures and authorities shall apply to transfers and adjustments with the budget:

A. Transfers Between Funds: Transfers of appropriations between funds in amounts in excess of $20,000 each may be made only by the Board of Commissioners. Individual transfers between funds of or less than $20,000 may be made by the County Manager when necessary or appropriate to adjust for over or under receipts or expenditures from a particular fund.

B. Transfers Between Departments: Transfers of appropriations between departments in a fund and from contingency and fund balance shall be approved by the Board of Commissioners, or may be approved by the County Manager in conformance with the following guidelines:

1. The County Manager finds that they are consistent with operational needs, and any board approved goals.
2. An inter-Department transfer does not exceed $20,000 (with the exception of an emergency with a majority consensus of the Board, to be reported to the Board at the next regular meeting and entered into the minutes).
3. Transfers from contingency or fund balance must have three (3) votes by the Board of Commissioners and entered into the minutes.

C. Transfers Within Departments: Department Managers may transfer line item appropriations between activities within the department under their jurisdiction with approval of the County Manager up to $20,000. Transfers over $20,000 within a department must have approval of the Board of Commissioners with the exception of an emergency with a majority consensus of the Board and to be reported to the Board at the next regular meeting and entered into the minutes.

D. Transfers of Capital Projects Appropriations: Transfers of appropriations between projects within a capital project fund may be made by the County Manager when necessary or appropriate to adjust for over or under receipts or expenditures from a particular project. Transfers into or out of a capital project fund must have approval of the Board of Commissioners.

E. Additional Funding: The Manager may modify the budget for additional funding from any Local, Federal or State program previously approved by the Board of Commissioners and for pass through monies from other sources, providing no local funding is stipulated, without a report being required.

Section 27: Operating funds encumbered on the financial records of the County as of June 30, 2025, are hereby reappropriated to this budget.

Section 28: Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and the Finance/Budget Officer to be kept on file by them for their direction in the disbursement of funds.

ADOPTED this _____ day of June, 2025

_____
Myron Yoder, Chairman
Polk County Board of Commissioners

ATTEST:

_____
Kennedy Freeman
Clerk to the Board

Proposed Fee Schedule Changes for FY 2026 effective July 1, 2025:

Polk County Public Library

Type of Charge	Amount Charged
Overdue items	$.10/day; $4.00 maximum per item
Non-resident cardholder fee	$35 per year
Lost or damaged items	Retail (publisher list price) OR replacement (see staff)
Missing pieces/damaged parts	Varies
Replacement library card	$1.00
Printing	$.20 per printed side B&W $.25/printed side Color
3D Printer filament	$.15/gram
Blank CD or DVD with sleeve	$2.00
Flash drive (minimum 16GB)	$5.00

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

_____
Finance Officer

AMENDMENT
to
Loan Agreement between the State of North Carolina
(by and through the North Carolina Department of State Treasurer)
and the County of Polk

This amendment ("Amendment") to the above-identified agreement is hereby made and entered into by the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the County of Polk ("Recipient"), as of the effective date established hereinbelow.

RECITALS

A. Pursuant to the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II, NCDST and Recipient entered the above-identified agreement to establish terms and conditions governing NCDST's disbursement of loan proceeds to Recipient (the "Loan Agreement").

B. The terms of the Loan Agreement require Recipient to seek alternative sources of funding—namely, federal funding support, insurance proceeds, and private donations (generally, "Alternative Funding")—to pay for the disaster response activities on which Recipient's loan origination was based. The terms of the Loan Agreement also provide that, upon receiving any such Alternative Funding, Recipient must remit the equivalent amount of loan proceeds to NCDST: (i) within five business days in the case of federal funding support, and (ii) "promptly" in the case of insurance proceeds and private donations.

C. Until recently, NCDST was unaware of certain facts and circumstances concerning the nature and timing of the Alternative Funding available to Recipient. In light of those facts and circumstances, NCDST has determined that the provisions of the Loan Agreement requiring Recipient to repay loan proceeds within five business days, or else "promptly," each time Recipient receives Alternative Funding, are likely to have the unintended consequence of restricting, rather than securing, the cashflow liquidity available to Recipient in the months and years ahead, defeating the very purpose of the Cashflow Loan Program.

D. In light of the above, and as provided in Section 10. of the Loan Agreement (pertaining to amendments), NCDST and Recipient now wish to enter this Amendment to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Recipient in connection with its receipt of Alternative Funding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

1. Modifications to Loan Agreement.

(a) Subsection e. to section 3. of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:

e. ~~Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives~~

~~funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support~~. 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: the five-year anniversary of the Loan Date; or (b) June 30, 2030.

(b) Section 3., subsection g., of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:

g. As provided in the Authorizing Act:

(i) ~~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: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.~~RESERVED.

(ii) 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.

(iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall ~~promptly~~ remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection e. 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.

2. Effect of Amendment.

(a) Except as expressly provided herein, all terms, conditions and provisions of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by Recipient.

(b) This Amendment is not intended to modify any term, condition or provision contained in any of the loan documents associated with RECIPIENT's Loan Agreement (the "Associated Loan Documents"). All terms, conditions and provisions of the Associated Loan Documents shall remain in full force and effect, modified only to the extent necessary to accomplish the purposes of this Amendment.

(c) On and after the effective date hereof, unless the context clearly requires otherwise, any reference to the Loan Agreement contained in the Associated Loan Documents or in the Loan Agreement itself shall be interpreted as a reference to the Loan Agreement as amended by this Amendment.

3. **Effective Date.** The provisions of this Amendment shall become effective upon the date on which NCDST has received the following:

   (a) This Amendment, duly executed and delivered by Recipient and NCDST; and

   (b) A certified copy of a resolution authorizing execution of this Amendment substantially in the form of Exhibit A, duly executed and delivered by RECIPIENT.

4. **Counterparts.** This Amendment 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 Amendment may be delivered by facsimile or in 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.

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representative, as applicable, to execute this Amendment Number One as of the dates written below.

North Carolina Department of State Treasurer	**County of Polk**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

EXHIBIT A

RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA (BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE COUNTY OF POLK

WITNESSETH:

WHEREAS, the County of Polk previously approved and entered into a loan agreement ("Loan Agreement") and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II **(**Session Law 2024-53, as amended by Session Law 2024-57); and

WHEREAS, NCDST has agreed to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Polk County upon Polk County's receipt of "Alternative Funding" (as that term is defined in the Amendment), towards the end of maximizing the cashflow liquidity available to Polk County for disaster response activities in the months and years ahead ("Amendment to Loan Agreement").

NOW, THEREFORE, BE IT RESOLVED BY POLK COUNTY BOARD OF COMMISSIONERS:

1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.

2. That the County Manager is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.

Adopted, this the 16 day of June , 2025

POLK COUNTY BOARD OF COMMISSIONERS

By: _____

Myron Yoder
Chair

ATTEST:

_____

Kennedy Freeman
Clerk

COUNTY OF Polk, NORTH CAROLINA

GRANT PROJECT BUDGET ORDINANCE
Hurricane Helene Disaster Response and Recovery

Be it hereby ordained by the Board of Commissioners of Polk County, North Carolina, that pursuant to Section 13.2, Chapter 159 of the General Statues of North Carolina, the following grant project ordinance is adopted:

SECTION 1: BUDGET APPROPRIATIONS

The following amounts are hereby appropriated for Helene disaster recovery costs:

	Original Budget	6/16/2025	
DST Cashflow Loan Repayment	$	1,654,939	
Alexander Ford Park- Debris Removal	$	1,997,500	CAT A
Autumn Lane Br Stream Rehab		158,550	CAT B
EOC food, county wide generators usage, and other		304,200	CAT B
Architectural and Engineering Services- Preliminary Damage Assessments- Drone LiDAR		29,725	CAT B
Architectural and Engineering Services - Preliminary Damage Assessments		16,949	CAT B
Turner Shoals Dam Emergency Access Road and Siphon System		2,254,357	CAT B
One Culvert Damage		18,000	CAT C
Access Roads to Communication Tower		300,000	CAT C
Laughter Pond Damages		60,000	CAT D
Building Damages/deductible		25,000	CAT E
Management Costs (capped at 5% of FEMA project costs)		258,214	CAT Z
Total Expenditures	$	7,077,434	

SECTION 2: REVENUES

The following revenues are hereby estimated to be available to fund Helene disaster recovery costs:

DST Cashflow Loan Funds	$	1,654,939
FEMA/NCEM Public Asssistance Program Grant Funds		5,422,495
Total Revenues	$	7,077,434

The ordinance is to establish a budget for projects related to the Helene Hurricane Disaster Response with reimbursement in the following categories:

Emergency Work
Category A: Debris Removal -- Expenses related to clearing debris from public property, including roads, parks, and other infrastructure.
Category B: Emergency Protective Measures -- Costs for actions taken to protect public health and safety, such as: search and rescue operations; sheltering and evacuation; and medical care and emergency response.

Permanent Work
Category C: Roads and Bridges -- Repairs and restoration of transportation infrastructure, including highways, streets, and bridges.
Category D: Water Control Facilities -- Restoration and repair of drainage systems, levees, and other flood control measures.
Category E: Public Utilities -- Restoration of water, wastewater, electrical systems, and other essential public utilities.
Category F: Parks, Recreational Facilities, and Other -- Repair or replacement of parks, recreational areas, and public spaces.
Category G: Buildings and Equipment -- Repairs or replacements of public buildings, such as schools, community centers, and related equipment.

Administrative Work
Category Z: Management Costs -- Administrative costs related to the overall management of disaster response and recovery efforts, which are capped at a certain percentage of eligible project costs.

SECTION 3: FUND SOURCE

This project shall be accounted for in a Special Revenue Fund as required for grant project ordinances under G.S. 159-13.2.

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

-Grant Project Ordinance: Hurricane Helene

Project #	Category	Title	Type	Process Step	Activity Completion Deadline	Best Available Cost	Best Available Federal Share Cost	INCLUDE in Ordinance
815821	B - Emergency Protective I	Turner Shoals Dam Emergency Access Road and Siphon System	Estimated Costs	Pending Large Project Review	9/28/2025	2,254,357.45	2,028,921.71	
818339	E - Buildings and Equipme	Seven Building Damages	Estimated Costs	Pending Initial Project Development	3/28/2026	215,328.00	193,795.20	25k only
803551	D - Water Control Facilitie	Polk County Turner Shoals Dam	Specialized	Pending Initial Project Development	3/28/2026	12,000,000.00	10,800,000.00	Not yet
803467	C - Roads and Bridges	One Culvert Damage	Estimated Costs	Pending Initial Project Development	3/28/2026	20,000.00	18,000.00	
803923	F - Utilities	Mountain Top Radio System/Antenna and Recreational Park Antenna	Estimated Costs	Pending Initial Project Development	3/28/2026	80,000.00	72,000.00	Not yet
803930	G - Parks, Recreational Fac	Little Mountain Land Fill	Estimated Costs	Pending Initial Project Development	3/28/2026	250,000.00	225,000.00	Not yet
803902	D - Water Control Facilitie	Laughter Pond Damages	Estimated Costs	Pending Initial Project Development	3/28/2026	60,000.00	54,000.00	
809525	A - Debris Removal	Lake Adger - Debris Removal	Estimated Costs	Pending Application Completion	9/28/2025	-	-	
803448	B - Emergency Protective I	EOC food, county wide generators usage, and other	Actual Costs	Pending Application Completion	9/28/2025	-	-	Include amount spent
809536	G - Parks, Recreational Fac	DRRA 1206 Substantial Damage	Estimated Costs	Pending Initial Project Development	3/28/2026	150,000.00	135,000.00	???
818341	E - Buildings and Equipme	Contents Only Damages (Saluda Library)	Estimated Costs	Pending Initial Project Development	3/28/2026	174,959.00	157,463.10	Ins
806866	B - Emergency Protective I	Autumn Lane Bridge	Actual Costs	Pending CRC Project Development	9/28/2025	158550	-	Fed & State -100%/Spent
952134	B - Emergency Protective I	Architectural and Engineering Services- Preliminary Damage Assessments- Drone LiDAR	Actual Costs	Pending Application Completion	9/28/2025	29,725.00	26,752.50	
949483	B - Emergency Protective I	Architectural and Engineering Services - Preliminary Damage Assessments	Actual Costs	Pending Insurance Completion	3/28/2025	16,949.00	16,949.00	
803927	G - Parks, Recreational Fac	Alexander's Ford Park Picnic and Fencing Damages	Estimated Costs	Pending Initial Project Development	3/28/2026	85,000.00	76,500.00	
803888	A - Debris Removal	Alexander Ford Park- Debris Removal- Incomplete	Estimated Costs	Obligated	9/28/2025	1,997,500.00	1,797,750.00	90% Fed; 10% State
803896	C - Roads and Bridges	Access Roads to Communication Tower	Estimated Costs	Pending Initial Project Development	3/28/2026	300,000.00	270,000.00	

Expect obligation SOON
Pending approval but spent
Obligated
Insurance - primary ($25k Deductible)

Include in Grant Proj Ord

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

June 16, 2025

AGENDA ITEM # 9.F

Duke Energy Easement Along Landfill Road - Manager Pittman.

ATTACHMENTS

1. WWREA FORM FOR LANDOWNERS (002)
2. POLK COUNTY-NEW EASEMENT-57898133 (002)
3. 403 Landfill rd.pdf 2

This form is required for use in all sales transactions, including residential and commercial.

Working With Real Estate Agents Disclosure
(For Sellers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: *Check all relationship types below that may apply to this seller.*

_____ **Seller's Agency** (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency:** Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party.

_____ **Designated Dual Agency:** If you agree in a written agency agreement, the real estate firm would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client.

__X__ **Buyer Agent Working with an Unrepresented Seller** (For Sale By Owner, "FSBO"): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent.

Note to Seller: *For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.*

Seller's Signature	Seller's Signature	Date

Agent's Name	Agent's License No.	Firm Name
Amanda T. Morgan	209054	Percheron, LLC

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Amanda Morgan
136 Windover Drive
Forest City, NC 28043

Parcel # P70-73; P69-57; P56-103; P70-100

EASEMENT

State of North Carolina
County of Polk

THIS EASEMENT ("**Easement**") is made this _____ day of _____ 20____, from **POLK COUNTY**, a political subdivision of the state of North Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 308, Page 1451, and Deed Book 311, Page 984, and Deed Book 412, Page 1444, and Deed Book 432, Page 2394**, Polk County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repairs shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately, and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

POLK COUNTY
a political subdivision of the state of North Carolina

_____ (SEAL)
Name of Signer, Title

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____of **POLK COUNTY**, a political subdivision of the state North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

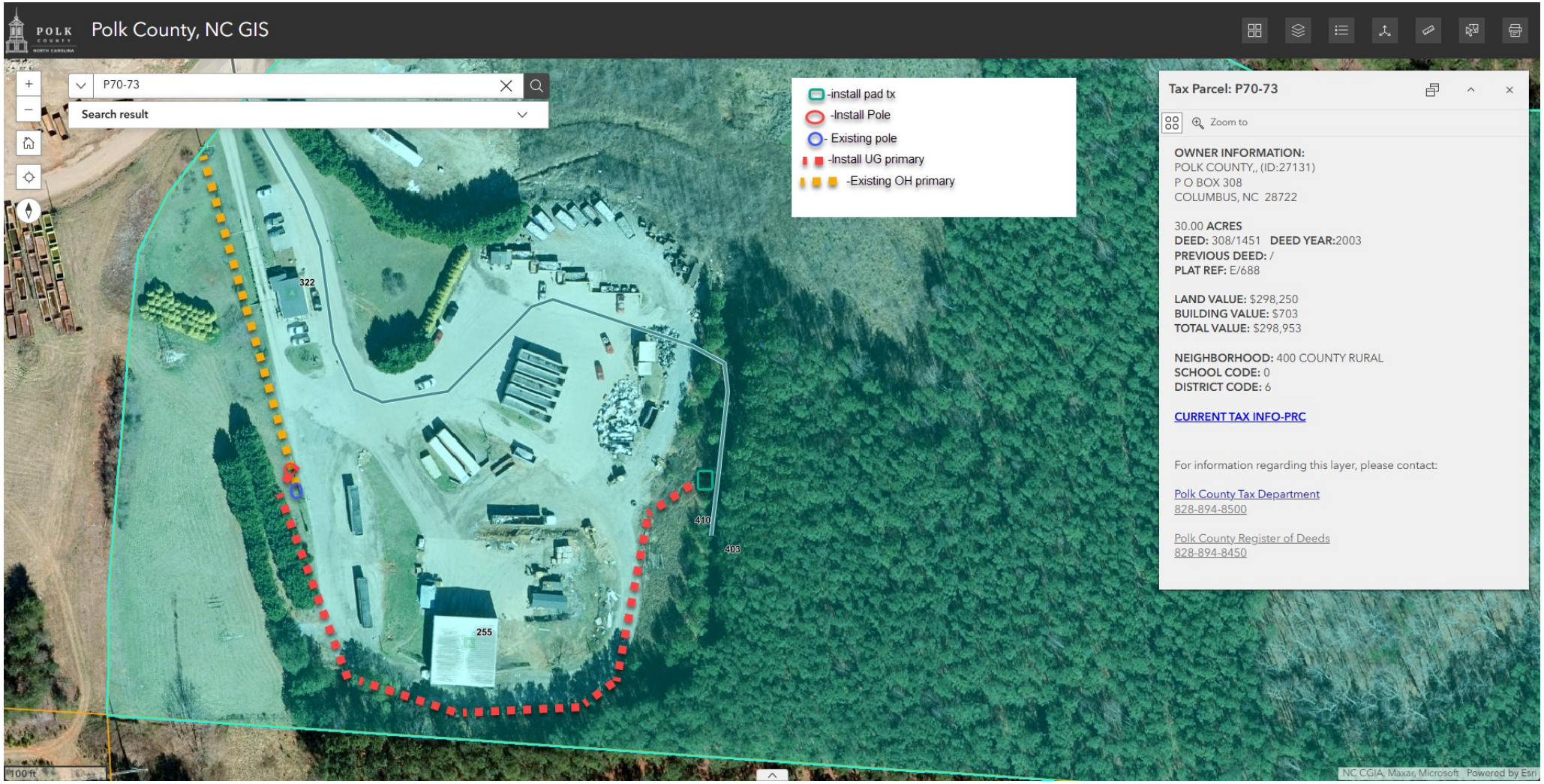
Witness my hand and notarial seal, this ____ day of _____, 20_____.

(Notary Seal)

Notary Public: _____

Commission expires: _____

For Grantee's Internal Use:
Work Order #: 57898133-20


Polk County, NC GIS
P70-73
Search result
-install pad tx
-Install Pole
- Existing pole
-Install UG primary
-Existing OH primary
322
410
403
255
Tax Parcel: P70-73
Zoom to
OWNER INFORMATION:
POLK COUNTY,, (ID:27131)
P O BOX 308
COLUMBUS, NC 28722
30.00 ACRES
DEED: 308/1451 DEED YEAR:2003
PREVIOUS DEED: /
PLAT REF: E/688
LAND VALUE: $298,250
BUILDING VALUE: $703
TOTAL VALUE: $298,953
NEIGHBORHOOD: 400 COUNTY RURAL
SCHOOL CODE: 0
DISTRICT CODE: 6
CURRENT TAX INFO-PRC
For information regarding this layer, please contact:
Polk County Tax Department
828-894-8500
Polk County Register of Deeds
828-894-8450
100 ft
NC CGIA, Maxar, Microsoft Powered by Esri