BOARD OF COMMISSIONERS REGULAR MEETING DECEMBER 15, 2025 5:00 PM

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

1. Call to Order the Regular Meeting - Chairman Yoder.
2. Invocation - Chairman Yoder.
3. Pledge of Allegiance - Commissioner Beiler
4. Approval of Agenda
   A. Items may be added or removed at this time.
5. Consent Agenda
   A. Approval of November 17, 2025 Public Hearing and Regular Meeting Minutes
   B. Reschedule the public hearing for proposed new road names to be held at the January 12, 2026 Board of Commissioners Meeting in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC 28722.
   C. Change January 12, 2026, Board of Commissioners Meeting to begin at 4:00 PM instead of 5:00 PM.
   D. Tax Refund Requests through December 2, 2025 in the amount of $1,426.60.
   E. Vaya Health Quarterly Financial Report for the period ending September 30, 2025.
   F. Annual Examination and approval of Public Official Bonds as required by § 58-72-20. (Bonds are available for review in the County Manager's Office).
   G. Amendment to Contract to Audit Accounts to extend the audit due date from December 31, 2025, to February 12, 2026, as allowed by the Local Government Commission.
   H. Amendment to the Polk County Purchasing Policy to Update the Informal Bid Threshold in Response to the Federal Office of Management and Budget (OMB) Uniform Guidance Changes.

I. Budget amendment to adjust budget internally within the Sheriff's Department to ensure all expenses have efficient funds.

6. Citizen Comments on Agenda Items.

7. Regular Agenda Items

   A. Resolution Honoring Sandra Hughes For Her Years of Dedicated Service.

   B. Appointment of Sonya Ayers as Chief Finance Officer beginning January 1, 2026.

   C. 911 Grant Approval - Jeremy Gregg, 911 Communications Director.

   D. Extension of the Polk County Recruitment and Retention Schedule to end June 30, 2026 - Manager Pittman.

   E. County Employee Compensatory Time Discussion & Budget Amendment - Manager Pittman.

   F. 2026 Board of Commissioners Meeting Procedures, Rules, and Decorum.

8. Citizen Comments on Non-Agenda Items.

9. Commissioner Comments.

10. Closed Session

    A. Motion to go into Closed Session for the purpose of Attorney-Client Privilege.

    B. Motion to return to open session.

11. Adjournment

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.A

Approval of November 17, 2025 Public Hearing and Regular Meeting Minutes

ATTACHMENTS

1. 11.17.25 minutes DRAFT

POLK COUNTY BOARD OF COMMISSIONERS
Public Hearings & Regular Meeting
November 17, 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, and Commissioner Hargett. Also in attendance were Manager Pittman, Attorney Berg, Clerk to the Board Freeman, and citizens.

Absent: Commissioner Melton

1. Public Hearing

   A. Call to Order the Public Hearing - the purpose of the public hearing is to receive citizen input on the proposed text amendments to the Polk County Subdivision Ordinance, Section 3.14 to include: However, in cases where an existing lot of record does not meet the required lot size, a combination/recombination will be approved provided it meets or increases the lot size of the non-conforming lot and does not create another non- conforming lot, or other nonconformity. (A copy of the current and proposed draft of the Subdivision Ordinance is available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office).

   Cathy Ruth, Planning and Economic Development Director, gave a presentation a copy of which is hereby incorporated into these minutes by reference. The current, and proposed draft of the Subdivision Ordinance was available for review online at https://www.polknc.gov/ordinances.php or in the County Manager's office.

   B. Citizen Comments

   There were no citizen comments.

   C. Adjourn Public Hearing

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

2. Public Hearing

   A. Call to Order the Public Hearing - the purpose of the public hearing is to take citizen comments on the proposed road name; Beiler Lane - Private Road - Off of Little Mountain Road - SR 1523. The notice was properly advertised in the Tryon Daily Bulletin.

   B. Citizen Comments

   There were no citizen comments.

   C. Adjourn Public Hearing

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

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

4. Invocation - Commissioner Beiler

5. Pledge of Allegiance - Chairman Yoder

6. Approval of Agenda

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

   Manager Pittman requested to remove item 13 from the agenda.

   Vice-Chairman Moore moved to approve the agenda as amended, seconded by Commissioner Beiler, and the motion carried unanimously.

7. Consent Agenda

   A. Approval of October 20, 2025, Public Hearing, and Regular Meeting Minutes.

   B. Resolution Supporting Operation Green Light 2025.

   C. Tax Refund Request(s) for the period ending November 3, 2025.

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

   E. Budget Amendment to increase revenue and expenses for funds allocated to the Public School Building Capital Fund for Helene Recovery Funds.

   F. Grant Manager Pittman signatory authority for the Growing Rural Economies with Access to Technology (GREAT) Agreement - Manager Pittman.

   G. Appoint HHSA Director, Robin Elliott to serve on the VAYA Health Regional Board.

   H. Increase the YMCA Project Budget Ordinance for Construction Management at Risk (CMAR) preconstruction planning.

   I. Budget Amendment to move available Emergency Medical Services funds from Full-Time Salary line to Part-Time Salary line.

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

8. Citizen Comments on Agenda Items.

   There were no citizen comments.

9. Regular Agenda Items

   A. Consideration and approval of the proposed Subdivision Ordinance Amendment subsequent to the Public Hearing - Cathy Ruth, Polk County Planning and Economic Development Director.

   Cathy Ruth was present for questions.

   Commissioner Hargett moved to approve the Subdivision Ordinance text amendments, seconded by Commissioner Beiler, and the motion carried unanimously.

B. Consideration and approval of the proposed new road name; Beiler Lane, subsequent to the public hearing - Attorney Berg.

Attorney Berg was present for questions.

Commissioner Hargett moved to approve the proposed new road name, seconded by Vice-Chairman Moore and the motion carried unanimously.

C. Polk County YMCA Update - Ryan Finney, Vice President of Operations, YMCA of Greater Spartanburg, and Michael Baughman, YMCA Development Committee Chair.

Ryan Finney and Michael Baughman provided an update on the Polk County YMCA project. Their presentation, a copy of which is incorporated by reference into these minutes, summarized ongoing coordination between Polk County and the YMCA of Greater Spartanburg, including work with GRO Development, a consulting firm experienced in YMCA capital projects nationwide.

Mr. Finney presented a draft schematic design prepared by GRO, noting that it includes a scalable design approach for developing preliminary budget estimates. He also reported that interviews for architectural and construction management services have been completed, with final contract approval for the selected firms expected in December or January.

Mr. Finney and Mr. Baughman concluded by thanking the Board for the opportunity to provide the update and acknowledged the continued progress of the project as it advances toward the construction phase.

D. Polk County Schools Public School Building Repair and Renovations Fund (PSBRRF) request for co-signer approval.

Vice-Chairman Moore moved to approve the Polk County Schools Public School Building Repair and Renovations Fund (PSBRRF) request for co-signer approval, seconded by Commissioner Beiler and the motion carried unanimously.

E. Little White Oak Mountain Trails Update - Mickey Edwards, Recreation and Maintenance Director, and Holly Williams, Recreation Coordinator.

Mickey Edwards and Holly Williams gave a presentation, a copy of which is hereby incorporated by reference into the minutes. Ms. Williams explained to the board that the trails have been open to the public since the summer and said that they had a very successful grand opening in June. She said that they have gotten a lot of positive feedback from citizens about the trails.

The Friends of Little White Oak Mountain were invited to offer additional updates. Greg Junge, Founder and President of the organization, informed the Board about the NICA mountain biking team and the Polk County High School Cross Country Team, both of which have been utilizing the trails for practices and races.

F. Resolution and letter requesting reinstatement of the Polk County DMV Office - Vice-Chairman Moore.

Vice-Chairman Moore explained that reinstating a DMV would be beneficial for all of Polk County citizens. Commissioner Beiler read the resolution requesting the reinstatement of the Polk County DMV Office.

Vice-Chairman Moore moved to approve the resolution, seconded by Commissioner Hargett and the motion carried unanimously.

G. Consideration and approval of the 2026 Board of Commissioners meeting schedule.

Commissioner Hargett moved to approve the 2026 Board of Commissioners meeting schedule, seconded by Vice-Chairman Moore and the motion carried unanimously.

H. State Health Plan Update - Manager Pittman

Manager Pittman gave an update on the State Health Plan that was originally discussed at the October 20, 2025, meeting. He explained that the state has changed the wording which postponed the increase for entities that are a part of the State health Plan for the 2025-26 Fiscal Year. He said that they will plan next fiscal year's budget accordingly.

10. Citizen Comments on Non-Agenda Items.

There was one citizen comment.

11. Volunteer Board Applications

A. Appearance Commission - There are four vacancies and one applicant; Clyde Younkin.

Commissioner Beiler moved to appoint Clyde Younkin to the Appearance Commission, seconded by Commissioner Hargett and the motion carried unanimously.

B. Columbus Fire Department Board of Directors - There are two vacancies and one applicant; John Sauve.

Vice-Chairman Moore moved to appoint John Sauve as a member to the Columbus Fire Department Board of Directors, seconded by Commissioner Beiler, and the motion carried unanimously.

12. Commissioner Comments.

The Commissioners thanked everyone who came to the meeting and wished everyone a happy Thanksgiving.

13. ~~Closed Session~~ **Removed during item 6.A.**

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

B. ~~Motion to return to open session.~~

14. Adjournment

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

Attest:

POLK COUNTY BOARD OF COMMISSIONERS

Kennedy Freeman
Clerk to the Board

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.B

Reschedule the public hearing for proposed new road names to be held at the January 12, 2026 Board of Commissioners Meeting in the Bryant H. Womack Justice and Administration Building, 40 Courthouse Street, Columbus, NC 28722.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.C

Change January 12, 2026, Board of Commissioners Meeting to begin at 4:00 PM instead of 5:00 PM.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.D

Tax Refund Requests through December 2, 2025 in the amount of $1,426.60.

ATTACHMENTS

1. refund_memo

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 12/2/2025

Re: Refund Request

Taxpayer	Parcel	Amount	Reason
Stephen Garrett	vehicle	$ 325.05	tag surrender
Stephen Garrett	vehicle	$ 401.91	tag surrender
William McElrath	vehicle	$ 180.80	tag surrender
Constance McElrath	vehicle	$ 268.52	tag surrender
Barbara Estes	vehicle	$140.52	tag surrender
Michael Grantham	vehicle	$109.80	tag surrender
	TOTAL:	**$ 1,426.60**	

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.E

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

ATTACHMENTS

1. Q1_2026_County_Commissioner_Quarterly_Report_Cover_Letter

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

November 19, 2025

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

Dear County Representatives:

Enclosed, you will find the financial update for Vaya Health for the most recent quarter ending September 30, 2025. Please note that the prior year figures being reported for June 30, 2025, reflect final audited figures.

The past quarter has been a challenging one, given the unsettled nature of the environment resulting from the statewide Medicaid funding issue. DHHS initiated provider rate reductions went into effect on October 1, 2025. Counties should be aware that NC Medicaid is reducing the capitation rates of Vaya and the other managed care plans effective Oct. 1 to reflect the new fee schedules, and we do not have any funding or flexibility to postpone the cuts indefinitely unless action is taken at the state level to reverse the Department's decision to implement provider rate reductions. We understand the impact this may have on providers, Vaya members, and the broader healthcare community. We were hopeful that fee schedule reductions would be avoided, and we continue to advocate for a solution that will stop these rate cuts from being implemented.

Vaya's 2025 annual fiscal audit was presented to the Board of Directors on October 23, 2025. The report from Clifton, Larson, Allen was presented as an unqualified "clean" opinion with no citation of material weaknesses or misstatements. Below is a summary of our Key Financial Performance Indicators, which we track closely throughout the year.

Vaya Health
Financial Dashboard for FY 24-25
As of June 30, 2025

	Date Reported	Traffic Light	YTD Actual	YTD Target
Financial Measure				
Total Results from Operations	June 2025		$1.6M	$4.4M
Tailored Plan - Risk Corridor	June 2025		87.72%	84.3% - 90.3%
Medicaid Direct - Risk Corridor	June 2025		96.36%	85.8% - 91.8%
Defensive Interval	June 2025		55	> 30 Days
Current Ratio	June 2025		2.3	> 1.0
Capital Reserves	June 2025		11.40%	> 12.5%

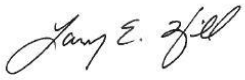
As mentioned in the previous report, a new set of solvency standards is also in effect, and Vaya is compliant with each of those metrics per the latest NCDHHS report ending June 30, 2025. An overview of the report, along with the definitions for each solvency measure, can be found here:

https://medicaid.ncdhhs.gov/lme-mco-solvency-dashboard-october-2025-update/open

Also of note, Vaya's continued investment in the wake of Hurricane Helene has now reached $16.5 million in direct support and service allocations, with even more investments and allocations to be deployed.

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

Sincerely,



Larry E. Hill
Executive VP and CFO, Vaya Health

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.F

Annual Examination and approval of Public Official Bonds as required by § 58-72-20. (Bonds are available for review in the County Manager's Office).

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.G

Amendment to Contract to Audit Accounts to extend the audit due date from December 31, 2025, to February 12, 2026, as allowed by the Local Government Commission.

ATTACHMENTS

1. Polk County - 2025 Amended Contract
2. Audit Contract Blog

LGC-205 Amendment **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS** Rev. 08/2025

Whereas — Primary Government Unit: Polk County, NC

and — Discretely Presented Component Unit (DPCU) (if applicable): N/A

and — Auditor: Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending: 06/30/25 and originally to be submitted to the LGC on Date: 12/31/25

hereby agree that it is now necessary that the contract be modified as follows.

☑ Modification to date submitted to LGC

☐ Modification to fee

Original date	Modified date
12/31/25	02/12/26
Original fee	Modified fee

Primary (choose 1)	Other (choose 0-2)	Reason(s) for Contract Amendment
○	☐	Change in scope
○	☐	Issue with unit staff/turnover/workload
○	☐	Issue with auditor staff/turnover/workload
○	☐	Third-party financial statements not prepared by agreed-upon date
○	☐	Unit did not have bank reconciliations complete for the audit period
○	☐	Unit did not have reconciliations between subsidiary ledgers and general ledger complete
○	☐	Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
○	☐	Unit did not have information required for audit complete by the agreed-upon time
○	☐	Delay in component unit reports
○	☐	Software - implementation issue
○	☐	Software - system failure
○	☐	Software - ransomware/cyberattack
○	☐	Natural or other disaster
◉	☐	Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due six months after fiscal year end (ten months after fiscal year end for housing authorities). Indicate NA if this is an amendment due to a change in cost only.

N/A - this contract amendment is due to the late release of the 2025 compliance supplement

Additional Information

Please provide any additional explanation or details regarding the contract modification.

This contract amendment is due to the late release of the 2025 compliance supplement.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 12/03/25	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Polk County, NC	
Date Primary Government Unit Governing Board Approved **Amended** Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Myron Yoder, Chairman	Signature*
Date	Email Address myoder@polknc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved **Amended** Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

NOVEMBER 25, 2025

Update on Delayed Release of Final 2025 OMB Compliance Supplement (Update to blog post published October 16, 2025)

Note: This post has been updated to reflect the Nov. 25 release of the 2025 OMB Compliance Supplement.

The recent federal government shutdown caused a significant delay in the release of the final Office of Management and Budget (OMB) Compliance Supplement for 2025. The supplement was released Nov. 25, 2025, and can be viewed on the OMB website.

LGC staff are aware of the impact of this delay for local governments and public authorities in North Carolina as it relates to completion and submission of their FY 2025 audits. With these circumstances in mind, the following adjustments have been made to the FY 2025 audit submission timeline:

- FY 2025 Audit Reports not subject to Single Audit requirements are still due six months after fiscal year end (December 31 for units with a June 30 fiscal year end). An auditor may submit an audit performed under State Single Audit requirements if the auditor believes the final OMB 2025 Compliance Supplement will not have an impact on the audit submitted.
- For units with a June 30, 2025, fiscal year end that are subject to Single Audit requirements, FY 2025 audited financial statements will be considered timely if submitted within 6 months plus 43 days from fiscal year end (February 12, 2026).
- Units planning to take advantage of this due date change must provide a contract amendment to LGC staff on or before January 1, 2026. The reason for the amendment should be listed as “Other – Late Release of 2025 Compliance Supplement,” and the submission date listed on the amendment should be no later than February 12, 2026.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.H

Amendment to the Polk County Purchasing Policy to Update the Informal Bid Threshold in Response to the Federal Office of Management and Budget (OMB) Uniform Guidance Changes.

ATTACHMENTS

1. Purchasing Policy Amendmnet 12.15.25

Section XVI: Contracts Requiring Informal Bids: (G.S. 143-131)

The informal bid procedure must be followed on contracts for the following:

(A). Construction or repair work when expenditures of ~~$5,000~~ $15,000 to $500,000 are involved.

(B). Purchases or lease-purchases of apparatus, supplies, materials, or equipment when expenditures of ~~$5,000~~ $15,000 to $90,000 are involved. (G.S. 153A-165 and G.S. 160A-I9).

(C). The informal bid procedure may be followed on purchases of gasoline, diesel fuel, alcohol fuel, motor oil, or fuel oil regardless of the size of the purchase.

All contracts or purchases shall be made after the informal bids have been secured. Dividing contracts or purchases in order to evade these provisions is prohibited. (G.S. 143-133).

The informal contracting procedure need not be followed for purchases from the United States of America or any agency thereof, or any other governmental unit or agency thereof within the United States. (G.S. 143-129).

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 5.I

Budget amendment to adjust budget internally within the Sheriff's Department to ensure all expenses have efficient funds.

ATTACHMENTS

1. Sheriff BA for BOC 12.15_Updated and CORRECT

POLK COUNTY FINANCE
BUDGET AMENDMENT
DATE: ####### BOC meeting
Dept: **Sheriff's Office**

BATCH #: _____

INCREASE BUDGETED EXPENDITURE

GL ACCOUNT #			
10-4310-4400-0	Contracted Services	$	32,000
10-4310-3530-0	Maint & Repair-Auto	$	60,000
		$	92,000

DECREASE BUDGETED EXPENDITURE

GL ACCOUNT #			
10-4310-5000-0	Capital	$	(62,000)
10-4310-2995-0	K9 Expenses	$	(5,000)
10-4310-1210-0	Salaries & Wages	$	(25,000)
		$	(92,000)

EXPLANATION: To adjust budget lines internally within the Sheriff's Office department to ensure all expense lines have sufficient funds.

Any transfer that exceeds $20,000 within a departments must be approved by the Board

Date approved & entered into the BOC minutes

Department Manager

COUNTY MANAGER

FINANCE OFFICER

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.A

Resolution Honoring Sandra Hughes For Her Years of Dedicated Service.

ATTACHMENTS

1. Sandra Resolution

RESOLUTION
HONORING SANDRA HUGHES FOR HER YEARS OF DEDICATED SERVICE

WHEREAS, Sandra Hughes has faithfully served as Finance Officer since 1999, providing over twenty-six years of exceptional leadership, professionalism, and commitment; and

WHEREAS, throughout her time in Polk County, Ms. Hughes has ensured the integrity, transparency, and accuracy of the County's financial operations, consistently upholding the highest standards of public service; and

WHEREAS, her extensive knowledge, attention to detail, and dedication have contributed greatly to the stability and success of the County's financial management; and

WHEREAS, Ms. Hughes has been a valued colleague whose guidance, reliability, and work ethic have earned the respect and appreciation of the Board of Commissioners, County administration, and staff; and

WHEREAS, Sandra Hughes will retire at the end of December 2025, ending her dedicated career of public service; and

WHEREAS, the Board of Commissioners wishes to recognize and express its sincere gratitude for her outstanding service and long-standing contributions to the County and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners formally honors and commends Sandra Hughes for her 26 years of service and extends its best wishes for a fulfilling and well-deserved retirement.

Adopted this ___day of _____, 2025.

POLK COUNTY BOARD OF COMMISSIONERS

ATTEST

_____
Kennedy Freeman
Clerk to the Board

_____
Myron Yoder
Chairman

_____
David Moore
Vice-Chairman

_____
Paul Beiler
Commissioner

_____
Tommy Melton
Commissioner

_____
Jennifer Hargett
Commissioner

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.B

Appointment of Sonya Ayers as Chief Finance Officer beginning January 1, 2026.

ATTACHMENTS

None

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.C

911 Grant Approval - Jeremy Gregg, 911 Communications Director.

ATTACHMENTS

1. G2026-XX Polk Grant Agrmt 2025.11.03

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the **_____ day of the month of _____, 2025** by and between **Polk County,** the **Grantee**, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to replace the roof on its PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

   a. Project: Polk County E-911 Roof Replacement.

   b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

   c. Executive Director: Executive Director of the 911 Board.

   d. Grant Funds: the amount authorized for award by the 911 Board in the amount of $96,161.00.

   e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

   f. Grantee: Polk County, notwithstanding N.C.G.S. §143C-6-23(a)(3).

   g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined in G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

   h. Interlocal agreement: Reserved

   i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury,

including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: The County was previously awarded Grant Funds via Contract No. G2022-08, on or about December 6, 2021, to renovate and then relocate its PSAP to a County-owned building. This Grant Project will fund replacing the roof on the County-owned building that will house the PSAP. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs, and does not supplant or supplement the funds allocated for the project addressed by Grant Agreement G2022-08, nor will it impact the timeline addressed by that Agreement. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. To replace the roof on the County-owned building that will house the PSAP, as the PSAP occupies the entire top floor of the building.

2. Adhere to rules for PSAP facilities, equipment, and software within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA).

Ensure continuity of operations during implementation for all response agencies currently served.

3. Coordinate technology purchases and facility design to ensure continued compliance with the State NG911 system, including GIS call routing.

4. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement, with details of the architectural and building plans representing any changes from the Grant Application. Revisions and work plan changes shall identify permitting, environmental and geotechnical site survey results, any abatement requirements, an assessment of the tower as proposed in the Grant Application, and associated costs as well as the source(s) of funds to complete any conditions, contingencies or abatements. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2027. (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is anticipated to be completed in approximately eighteen (18) months. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application, and incorporated into Exhibit B, are incorporated herein by reference.

c. The Polk County PSAP will continue to operate during the Project, either at the primary or the backup PSAP; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

7. Delivery of Grant Funds. The total Grant Funds equal Ninety-Six Thousand, One Hundred Sixty-One and 00/100 ($96,161.00.) Dollars. Grant Funds shall be held by the 911 Board and delivered at a maximum as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all milestone payments are reconciled to an applicable vendor quote to show the eligible and

ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq*. and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

e. As set forth in Rule 09 NCAC 06 .0404(a), Grantee shall deposit grant funds in a bank account maintained by the Grantee and the Grantee shall assign this Grant a unique accounting code designation for deposits, disbursements, and expenditures. All Grant Funds in the account shall be accounted for separately from any other Grantee funds. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are

untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights and duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. All general funds shall be expended prior to fully expending Grant Funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at http://www.osbm.state.nc.us. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board, nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment

compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the Executive Director. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or $500.00, whichever is greater. Under no circumstances shall such a change increase the amount of Grant Funds awarded or increase ETSF eligible funds for the project. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of

its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds in N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules, and Regulations, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt: 1) Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination; 2) Failure to complete any necessary permitting, environmental abatement or failure to appropriate funds to complete such permitting or abatement, shall result in termination of this Agreement. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board

may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on

otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds); or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County confirming that funding contingencies identified in the Grant Application are

waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as: misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. §14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure.

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Grant Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq*. is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph **Error! Reference source not found.** below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Unauthorized Aliens. No costs incurred as a result of work performed by unauthorized aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to

certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by unauthorized aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information. Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq*. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party

with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:
Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee:
Attn: Jeremy Gregg
E-911 Director
40 Ward Street #1
Columbus, NC 28722

Ph: (828) 894-0187
E-Mail: jgregg@polknc.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than sixty-three (63) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Polk County

By:_____

Title:_____

Date: _____

ATTEST: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Chief Finance Financial Officer

N.C. 911 Board

By:_____

Title:_____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed herein or incorporated herein and shall be revised consistent with progress reports and budgets for the Polk County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning 5 February 2026 and continue thereafter on the fifth day of each month for the term of the Agreement.
    a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to both the Board's Grant Program email address, 911GrantProgram@nc.gov, and the PSAP's assigned Regional Coordinator.
    b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
    a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any federal or other assistance needed to resolve the situation.
    b. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

c. Interim reports shall be delivered not less than annually.

6. Final Project Report

   a. The Grantee shall submit one copy of the final project report via email in PDF format to both the Board's Grant Program email address, 911GrantProgram@nc.gov, and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.

   b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.

   c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

8. Timeline of Project Work:

Task	**Date of Completion**
Prepare and Publish Bid	July 31, 2026
After review of bids, award contract	October 31, 2026
Replace roof	April 30, 2027
Grant Closeout	June 30, 2027

Exhibit B
Grant Application

Grantee’s Grant Application is incorporated by reference.

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.D

Extension of the Polk County Recruitment and Retention Schedule to end June 30, 2026 - Manager Pittman.

ATTACHMENTS

1. 2026 Recruitment and Retention resolution

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 December 29, 2025 pay period and ending in the June 15, 2026 pay period.
>
> Any new person who accepts a full-time regular or part-time regular position with Polk County Local Government between January 1, 2026, and June 30, 2026, 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. Amended the 15th day of December 2026.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

Kennedy Freeman
Clerk to the Board

Myron Yoder
Chairman

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.E

County Employee Compensatory Time Discussion & Budget Amendment - Manager Pittman.

ATTACHMENTS

1. Comp Time Budget Amendment 12.15.25

POLK COUNTY FINANCE

BUDGET AMENDMENT: TRANSFER

DATE: 12/15/2025 BOC Meeting BATCH #: _____ LINE_____

Dept.: Various

Amendment # : **22** **Transfer**

INCREASE EXPENSE			INCREASE FUND BALANCE APPROPRIATED		
GL ACCOUNT #			GL ACCOUNT #		
10,20,21,51-Various-1330-0	OT Payout	$ 152,477	10-9200-1820-0	Retirement	$ (191,180)
10,20,21,51-Various-1810-0	FICA	11,665			
10,20,21,51-Various-1820-0	Retirement	27,038			
		$ 191,180			

EXPLANATION: To appropriate fund balance for a comp-time payout balances greater than 1 hour as of 12/1/2025. We are using funds that were previously appropriated from Fund Balance for the additional health insurance fees that were to be paid as a percent of retirement. That fee will not occur until 7/1/2026.

Any transfer that exceeds $10,000 between Departments must be approved by the Board

Date approved & entered into the BOC minutes

COUNTY MANAGER **FINANCE OFFICER**

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 7.F

2026 Board of Commissioners Meeting Procedures, Rules, and Decorum.

ATTACHMENTS

1. Meeting Procedures and Decorum 2026 Draft



POLK COUNTY BOARD OF COMMISSIONERS

Meeting Procedure, Rules, and Decorum

December 15, 2025

MEETING PROCEDURE

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda
5. Consent Agenda
6. Citizen Comments - Agenda Items
7. Agenda Items
8. Citizen Comments - Non-Agenda Items
9. Commissioner Comments
10. Adjournment

MEETING RULES

1. Meetings will be held on the 3rd Monday of each month at 5:00PM, unless otherwise authorized by a majority BOC vote.

2. Agenda items which require a vote must have a motion and a second before being allowed on the floor for discussion.

3. Votes are to be made by a raiser of the hand and by voice when meeting in person. A non-indication or a non-vote is the same as a “yes” vote. To abstain from a vote is also a “yes” vote.

4. The Clerk to the Board shall record all votes by “in favor” or “against.”

5. Per North Carolina General Statute, § 160A-81.1. A time period will be allotted for citizens to comment on agenda and non-agenda items at a regular meeting at least once a month. Comments will be limited to four minutes per speaker. Comments may be made in person at meetings open to the public. (Note: If the need arises, it will be left to the Chairman’s discretion to designate a group spokesperson.) No video, or audio citizen submissions will be allowed. (Special exceptions can be made prior to the meeting by the Chairman.)

6. Staff members and Department Heads are not required to attend meetings unless it is part of their duty and/or on the agenda, however they are free to attend at their choosing.

7. Agenda item presenters are encouraged to attend meetings in person, however in exigent circumstances remote presentations are permissible with prior approval from the Chairman.

AGENDA ITEMS PROCEDURE

1. Agenda item forms must be submitted to the Clerk to the Board by 5:00PM on the Tuesday before the next BOC meeting. An item should not be added later unless it is approved by the Chairman.

2. The Clerk to the Board should have the agenda prepared and packets ready for each Commissioner by 5:00PM on Thursday before the next BOC meeting. *(NOTE: Packets will be ready for the public on the Friday before the meeting.)*

3. The Clerk to the Board is required to keep full and accurate minutes of all official meetings, including closed sessions. Closed Session minutes are to be voted in a timely manner at a Closed Session meeting. Verbatim minutes must be requested within twenty four hours after the meeting adjourned.

4. There will be a limit of two personal items per Commissioner on the agenda. Only the Commissioners are authorized to place items on the official meeting agenda. In the event an item is not approved, a Commissioner must wait for a period of three meetings. At the 4th meeting, the item may be added back to the agenda if requested.

5. The Clerk to the Board shall post the agenda for the next BOC meeting on the Polk County Government website on Friday before the next BOC meeting and on the county bulletin board.

6. Applications for Board Vacancies will be presented to the Board for vote. The County Manager's office will inform the new board member and the Chairman of the Volunteer Board of the vacancies filled.

7. Rules of debate between the Board of Commissioners and decorum between citizens attending the board meetings are attached.

RULES OF DEBATE: MEETING DECORUM BETWEEN POLK COUNTY BOARD OF COMMISSIONERS

1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair may proceed. Discussion should be confined to the question under debate, avoiding all personalities and indecorous language.

2. Commissioners shall refrain from: attacking a member's motives; speaking adversely on a prior motion not pending; speaking while the Chair or other board members are speaking; speaking against their own motions; and disturbing the Board.

3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.

4. A member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

RULES OF DEBATE: MEETING DECORUM BETWEEN POLK COUNTY BOARD OF COMMISSIONERS AND CITIZENS

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceeding or the peace of the Commission or disturb any person having the floor. No person shall refuse to obey orders of the Chair of the Commission. Any person making impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person failing to comply as cautioned by the Chair, unless permission to continue to again address the Commission is granted by the Chair.

2. Any individual who becomes disruptive or interferes with the orderly business of the Commission may be declared out of order by the Chair or the Commission and will be directed to relinquish the podium. Failure to comply may result in removal from the Commission Chambers or other meeting room for the remainder of the meeting, and such removal may be carried out by County Officials or Law Enforcement.

~~3. If the Chair or the Commission declared an individual out of order, they will be requested to relinquish the podium. If the person does not do so they are subject to removal from the Commission Chambers or other meeting room and may be removed by the Sheriff.~~

~~4. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.~~

BOARD OF COMMISSIONERS
AGENDA ITEM REPORT

MEETING DATE

December 15, 2025

AGENDA ITEM # 10.A

Motion to go into Closed Session for the purpose of Attorney-Client Privilege.

ATTACHMENTS

None